

Anthony C. Caronna
Paul J. Johnson
Hilda H. Zamora

Law Offices
CARONNA, JOHNSON & ZAMORA, LLP
A Limited Liability Partnership
ATTORNEYS AT LAW / CONSUMER ADVOCATES

REPLY TO
71-650 Sahara Rd., Suite 2
Rancho Mirage, California 92270
T (760) 773-4849 • F (760) 773-0849

Indio Office
45915 Oasis Street
Indio, CA 92201
(760) 347-0169

Inland Empire Office
2068 Orange Tree Lane
Suite 215
Redlands, CA 92374
(909) 357-4849

Imperial Valley Office
722 S. Imperial Avenue
Suite 6
Calexico, CA 92231
(760) 352-5122

September 30, 2015

Ford Motor Company
Consumer Affairs Division
PO Box 9248 MD-3NE-B
Dearborn, MI 48126

OCT 06 2015
Consumer Claims

OCT - 6 2015

Sent via Certified U.S. Mail

RECEIVED
OCT 06 2015

Re:
Vehicle:
VIN #:
Date of Sale:

[redacted]

Dear Gentlepersons,

We have been retained to represent the above named client regarding his claims and rights related to the purchase of the above referenced 2014 Ford F-150. Please direct all correspondence regarding this matter to our office and do not discuss this matter directly with our client without the express written consent of this office.

Please review the attached service repair records. This vehicle has already been presented to Ford's authorized service departments allowing an excessive number of repair attempts for Ford dealers to repair defects, including but not limited to, noises in the transmission when at idle, the transmission not shifting into fourth gear, erratic shifting, harsh shifting, the transmission slamming into gear, amongst other defects. **The defects present during the express warranty period substantially impair the safety**, in addition to the use and value of the vehicle. The vehicle has been out of service for repairs for more than 30 days within our client's first 18,000 miles/18 months of ownership, and the vehicle is still not fixed.

There has been a reasonable number of attempts by Ford dealers to conform this vehicle to the manufacturer's express warranty within the express warranty period within our client's first 18 months/18,000 miles of ownership, but Ford has been unable to do so. These substantial safety defects have caused our client considerable aggravation. Our client has lost all confidence in this vehicle due to the above mentioned problems.

This letter will serve as notice that after further research, we have determined that Ford Motor Company is hereby required to make restitution with our client in accordance with the **Song-Beverly Consumer Warranty Act,** Cal. Civ. Code § 1793.2(d)(2) and/or Cal. Civ. Code §1794, with the **Magnuson-Moss Warranty Act**, 15 U.S.C. § 2301(3), and in accordance with remedies

for breach of warranty under **California UCC** §§ 2313, 2315, which provisions concern the sales of goods and the warranties of merchantability and of fitness for a particular purpose.

Ford Motor Company is a seller, retailer, supplier and/or warrantor in breach of the implied warranties of merchantability and of fitness for a particular purpose; said warranties accompanied the sale of this vehicle to our client.

Our client is due restitution, costs, expenses and attorney's fees reasonably incurred in connection with this action as an appropriate remedy for the failure of Ford dealers to repair this vehicle to conform to the express warranty after a reasonable number of attempts. Our client hereby exercises his free choice under the law to elect restitution in lieu of replacement. Our client is also entitled to justifiably revoke acceptance of this vehicle under the law, and hereby revokes acceptance of the vehicle.

The **Song-Beverly Consumer Warranty Act** Cal Civ. Code § 1793.2, and **California UCC** require this notification. As required by the Act, we hereby give you fourteen (14) days to meet your obligation to repurchase this vehicle under the Act.

Please contact our office once you have reviewed this matter. Failure to make an appropriate remedy as demanded will require us to withdraw this offer and proceed accordingly to protect the rights of our clients.

Very truly yours,

CARONNA, JOHNSON & ZAMORA, LLP
Attorneys at Law

[redacted]

ACC/mr
Enc.

CUSTOMER #: [redacted]

[redacted]

INVOICE

FIESTA FORD

78-990 VARNER ROAD · INDIO, CALIFORNIA 92203
PHONE (760) 772-8000
MON - FRI 7:00 AM TO 7:00 PM
SATURDAY 7:00 AM TO 4:00 PM

B.A.R. LICENSE # ARD253219 E.P.A. NO. CAL000327941

BUS: CELL:

SERVICE ADVISOR: 97360 CHARLES N PRICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	14	FORD F150 PICKUP	1FTMF1ET[redacted]	[redacted]	4329/4329	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. D
29APR15 DD	06MAR14		17:00 06AUG15		0.00	CASH	13AUG15

R.O. OPENED	READY	OPTIONS:
15:21 06AUG15	14:42 13AUG15	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CLIENT STATES THE TRANSMISSION MAKES NOISES WHEN AT AN IDLE WHEN IN GEAR AND WILL NOT SHIFT INTO FOURTH GEAR

CAUSE: .

WARR OVERHAULED TRANSMISSION, FLUSHED COOLER, OVERHAULED VALVE BODY.
97032 WF

1	BL3Z*7153*B KIT - GASKET	(N/C)
1	BL3Z*7A191*C GASKET	(N/C)
4	*W714689*S437 NUT	(N/C)
8	*W707410*S439 BOLT	(N/C)
5	AL3Z*7B164*C PLATE ASY - DRIVE	(N/C)
1	BL3Z*7A089*K CLUTCH ASY	(N/C)
1	BL3Z*7D006*A GEAR ASY - PLANET	(N/C)
1	BL3Z*7A098*A SCREEN ASY	(N/C)
1	AL3Z*7G484*B SOLENOID ASY	(N/C)
1	FL3Z*7D100*A GASKET	(N/C)
1	FL3Z*7C155*A GASKET	(N/C)

WARR CAR RENTAL 7 DAYS.
97032 WF (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
003544

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

4329 LOW ONE WAY CLUTCH FAILURE. METAL DEBRIS THROUGHOUT TRANS. FILTER PLUGGED. NECC TO DO COMPLETE DISASSEMBLY AND OVERHAUL OF TRANS. TRANS DIAGNOSIS. PID MONITOR TRANS COMMANDS WHILE DRIVING. CODES P0297, P0770, P0773. PINPOINT TESTS. DIAGNOSIS BY SYMPTOM. R AND I TRANS. BENCH MOUNT. EXTRA ROAD TEST. OVERHAUL TRANS. FLUSH COOLER. OVERHAUL VALVE BODY. CLEAR CODES AND RETEST. OK. NO PRESSURE TAPS ON THIS TRANS.

****

B PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT CARD.
Q99P PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT CARD.

Notice To Our Service Customers

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ORIGINAL ESTIMATE $

REVISED ESTIMATE $ REASON ADDITIONAL COST $

AUTHORIZED BY ☐ IN PERSON DATE TIME

[redacted]

HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.
THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.

SIGNATURE DATE

RECOMMENDED REPAIRS:

P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature and Date

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

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RQ24-005 000004 LC

[redacted]

[redacted]

INVOICE

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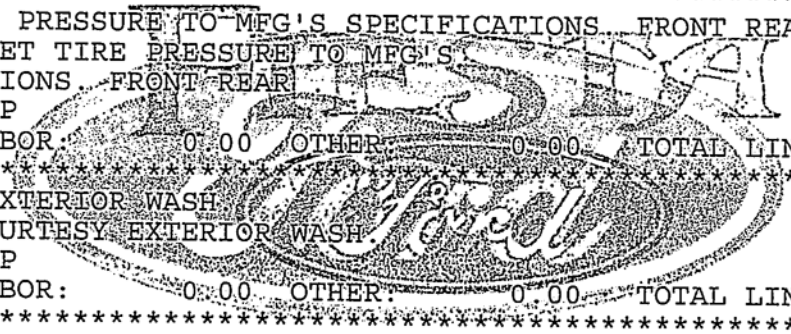
SERVICE ADVISOR: 97360 CHARLES N PRICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	14	FORD F150 PICKUP	1FTMF1ET[redacted]			

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R.O. OPENED	READY	OPTIONS:
15:21 06AUG15	14:42 13AUG15	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	97999		ISP				(N/C)
	GBATT BATTERY TESTS GOOD AT THIS TIME						
	97999		ISP				(N/C)
	GBK BRAKE LINING OVER 5 MM (DISC PADS)						
	97999		ISP				(N/C)
	GTIRE TREAD DEPTH 7/32 OF AN INCH						
	97999		ISP				(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER: 0.00	TOTAL LINE B:		0.00
	**********						
C	CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .						
	PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR						
	97999		ISP				(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER: 0.00	TOTAL LINE C:		0.00
	**********						
D	PERFORM COURTESY EXTERIOR WASH						
	WASH PERFORM COURTESY EXTERIOR WASH.						
	97032		ISP				(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER: 0.00	TOTAL LINE D:		0.00
	**********						



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ORIGINAL ESTIMATE $

REVISED ESTIMATE $ | REASON | ADDITIONAL COST $

AUTHORIZED BY | ☐ IN PERSON | DATE | TIME

BY: | ☐ PHONE #

☐ ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
☐ CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.

SIGNATURE X | DATE

HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.
THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.

SIGNATURE | DATE

RECOMMENDED REPAIRS:

P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW | ☐ AUTHORIZATION TO SUBMIT CLAIM | ☐ PARTS SCRAP OUT

$ PARTS | $ LABOR | $ TOTAL

Authorized Signature and Date

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

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[redacted]

[redacted]

INVOICE

FIESTA FORD

78-990 VARNER ROAD ▫ INDIO, CALIFORNIA 92203
PHONE (760) 772-8000

MON - FRI 7:00 AM TO 7:00 PM
SATURDAY 7:00 AM TO 4:00 PM

B.A.R. LICENSE # ARD253219 E.P.A. NO. CAL000327941

SERVICE ADVISOR: 97360 CHARLES N PRICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	14	FORD F150 PICKUP	1FTMF1ET2E[redacted]			

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29APR15 DD	06MAR14		17:00 26AUG15		0.00	CASH	27AUG15

R.O. OPENED	READY	OPTIONS:
13:38 14AUG15	09:15 27AUG15	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CLIENT STATES THE TRANSMISSION SHIFTS IRRATIC AND HARSH			
CAUSE: 1			
7001D AUTOMATIC TRANSMISSION - DIAGNOSIS (7000) - L			
97032 WF			(N/C)
1 DL3Z*12A650*UANP MODULE - ENGINE CONTROL - EEC			(N/C)
7001D1 PID RECORDER/MONITOR TEST WITH ROAD TEST - L			
97032 WF			(N/C)
7001D45 AUTOMATIC TRANSMISSION - DIAGNOSTIC PIN POINT TEST - L			
97032 WF			(N/C)
12650D6 POWERTRAIN CONTROL MODULE (PCM) - REPLACE (12A650/12B565) - L			
97032 WF			(N/C)
FC: P66 28			
PART#: DL3Z*12A650*UANP			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
003544			

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

4345 FAULTY PCM. TRANS DIAGNOSIS. CODES P0771, P0984. MONITOR PIDS WHILE DRIVING. NOTICED SHIFT SOLENOID E WAS BEING COMMANDED OFF IN 4TH GEAR. REPLACED PCM. RETEST. TRANS STILL HAD ERRATIC SHIFTS BUT NO DTC'S SET. CONTACT HOTLINE. 109040345 WAS INSTRUCTED TO MONITOR PCM INPUTS AND OUTPUTS TO VERIFY SENSOR QUALITY. ALL TESTED FINE. NUMEROUS ROAD TESTS TO ATTEMPT TO DUPLICATE CONCERN. UNABLE TO DUPLICATE. TRUCK DRIVEN APPROX 200 MILES WITH NO FAILURES. POSSIBLE SMALL PIECE OF DEBRIS WAS LODGED IN SOLENOID AND IS NOW CLEAR. UNLESS TRUCK MALFUNCTIONS AGAIN NO FURTHER TESTING IS RECOMMENDED.

****

B PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT CARD.

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ORIGINAL ESTIMATE $

REVISED ESTIMATE $ REASON ADDITIONAL COST $

AUTHORIZED BY ☐ IN PERSON DATE TIME

BY: ☐ PHONE #

☐ ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
☐ CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.

SIGNATURE X DATE

HAZARDOUS WASTE DISPOSAL AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.
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SIGNATURE DATE

RECOMMENDED REPAIRS:

P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature and Date

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

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[redacted]

FIESTA FORD

78-990 VARNER ROAD ▫ INDIO, CALIFORNIA 92203
PHONE (760) 772-8000

MON - FRI 7:00 AM TO 7:00 PM
SATURDAY 7:00 AM TO 4:00 PM

B.A.R. LICENSE # ARD253219 E.P.A. NO. CAL000327941

BUS: CELL: SERVICE ADVISOR: 97360 CHARLES N PRICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	14	FORD F150 PICKUP	1FTMF1ET2[redacted]			

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29APR15 DD	06MAR14		17:00 26AUG15		0.00	CASH	27AUG15

R.O. OPENED	READY	OPTIONS:
13:38 14AUG15	09:15 27AUG15	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
Q99P PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT CARD.			
97999 ISP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
**********			
C CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .			
PSI CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .			
97999 ISP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
**********			
D PERFORM COURTESY EXTERIOR WASH.			
WASH PERFORM COURTESY EXTERIOR WASH.			
97999 ISP			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00
**********			
E** AIR BAG WARNING IS ILLUINATED			
WARR PERFORM WARRANTY REPAIRS PER CUSTOMER CONCERN			
97171 WF			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:			0.00
4345 SHORT TO GROUND CHECK OUT VERIFY CONCERN. HOOK UP IDS TEST RESTRAINT CONTROL MODULE . CODE B1214;1A. PERFORMED PIN POINT TEST PER WORK SHOP MANUAL V1-V13 . CARPET ACCESS TRACE AND REPAIR SHORT TO GROUND 14A005 WIRE HARNESS CIRCUIT LR142 ONE FOOT FROM C829 WIRE COLOR YE/BU. RETEST CLEAR CODE . REASSEMBLE ROAD TEST .			
**********			

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ORIGINAL ESTIMATE $

REVISED ESTIMATE $ REASON ADDITIONAL COST $

AUTHORIZED BY ☐ IN PERSON DATE TIME

BY: ☐ PHONE #

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☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature and Date

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

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29APR15 DD	06MAR14		17:00 14SEP15		0.00	CASH	24SEP15

R.O. OPENED	READY	OPTIONS:
13:47 14SEP15	16:27 24SEP15	

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CLIENT STATES THE TRANSMISSION SLAMS INTO GEAR AT TIMES AND WILL NOT SJIFT AT OTHER TIMES

CAUSE: .

WARR REPLACED TRANSMISSION ASSEMBLY AND PROGRAMED POWERTRAIN CONTROL MODULE TO NEW TRANSMISSION.

97032 WF

14 XT*10*QLV MULTIPLE SUPERCESSIONS (N/C)
1 BL3Z*7000*DRM REMAN AUTOMATIC TRANSMISSION ASY (N/C)
CORE CHARGE W (N/C)
1 HANDLING (N/C)
1 W2005769 SERIAL # (N/C)

FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
003544

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

6042 TRANS DIAGNOSIS. PID MONITOR TESTING WHILE VEHICLE DRIVEN. CODES P0771, P0984. CONTACTED HOTLINE. CONTACT ID #109040345. R AND I TRANS PAN FOR INSPECTION FOR ANY DEBRIS. NO DEBRIS. REMOVE AND REPLACE TRANS ASSY AS INSTRUCTED. EXTRA ROAD TEST. ADD TO REPROGRAM PCM TO NEW TRANS CALIBRATION.

****

B PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT CARD.

Q99P PERFORM MULTI POINT INSPECTION AND FILL OUT REPORT CARD.

97999 ISP

GBATT BATTERY TESTS GOOD AT THIS TIME (N/C)

97999 ISP

GBK BRAKE LINING OVER 5 MM (DISC PADS) (N/C)

97999 ISP

GTIRE TREAD DEPTH 7/32 OF AN INCH (N/C)

97999 ISP

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MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
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BUS: CELL: SERVICE ADVISOR: 97360 CHARLES N PRICE

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
WHITE	14	FORD F150 PICKUP	1FTMF1ET2E[redacted]			

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29APR15 DD	06MAR14		17:00 14SEP15		0.00	CASH	24SEP15

R.O. OPENED	READY	OPTIONS:
13:47 14SEP15	16:27 24SEP15	

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

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C CHECK AND SET TIRE PRESSURE TO MFG'S SPECIFICATIONS. FRONT REAR .
PSI CHECK AND SET TIRE PRESSURE TO MFG'S
SPECIFICATIONS. FRONT REAR .
97999 ISP

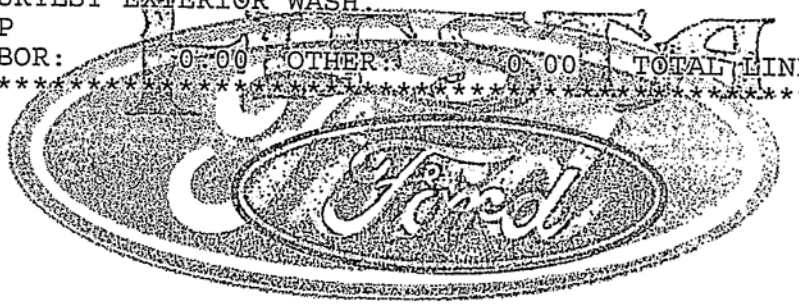
										(N/C)	
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:					0.00

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D PERFORM COURTESY EXTERIOR WASH.
WASH PERFORM COURTESY EXTERIOR WASH.
97032 ISP

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

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Notice To Our Service Customers

Our charges are not based on actual mechanics time. Factors which influence labor charges may include job complexity, specialized training and equipment and length of time required for the specific job.
You will be charged no more than the estimated price approved by you. If we discover that additional or different repairs are necessary, you will be contacted in advance for your approval.

ORIGINAL ESTIMATE #

REVISED ESTIMATE # REASON ADDITIONAL COST #

AUTHORIZED BY ☐ IN PERSON DATE TIME

BY: ☐ PHONE #

☐ ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.
☐ CUSTOMER ACKNOWLEDGED A RECEIPT OF A COPY HEREOF.

SIGNATURE X DATE

HAZARDOUS WASTE DISPOSAL. AS A RESULT OF FEDERAL AND STATE MANDATED MANAGEMENT REGULATIONS, A SMALL AMOUNT WILL BE CHARGED FOR THE DISPOSAL OF HAZARDOUS WASTE GENERATED BY THE REPAIRS OF YOUR VEHICLE. HAZARDOUS WASTE ITEMS ARE OIL, OIL FILTERS, SOLVENTS, TIRES, BATTERIES, ASBESTOS, GASOLINE, ANTIFREEZE, ETC. THIS AMOUNT HAS BEEN INCLUDED IN YOUR ORIGINAL ESTIMATE.
THE UNDERSIGNED HAS BEEN ADVISED AND MADE AWARE OF THE FOLLOWING RECOMMENDED REPAIRS AND DID NOT WANT TO HAVE REPAIRS DONE AT THIS TIME.

SIGNATURE DATE

RECOMMENDED REPAIRS:

P & A CODE: 05439 (CHECK (✓) APPROPRIATE BOX)

☐ CLAIMS REVIEW ☐ AUTHORIZATION TO SUBMIT CLAIM ☐ PARTS SCRAP OUT

$ PARTS $ LABOR $ TOTAL

Authorized Signature and Date

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

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

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CUSTOMER COPY

(all INV's here) WSD-4/29/15

Server: **AWS Prod**
Claims loaded through: **23-OCT-2015**

STANDARD CLAIMS LIST

Terr: Los Angeles

AWS Online Report

Run Date: 26-OCT-15
Note: All Costs are in US Dollars

[redacted]

VIN	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT	FUNCTION	VFG	CCC	CD
		T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	0	*	*	*	*	F09	F9	V00	*	*
	6856	Doc #:	04653740		FCC Auth:	O	Trx Code:		14C10	Labor Hrs:		1	Labor Cost:		104.83	Material Cost:			0	Total Cost:		104.83	
	58-*	Name:	EL CAJON FORD				Ph:	619-5798888		St: CA	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:	12-NOV-2014			DIST(Mile):	3		
	C10 SEAT FRAME CLEARANCE ADJUSTMENT C10 SEAT FRAME CLEARANCE ADJUSTMENT																						
		T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	4	6Y20	*	RENTAL	*	F09	F9	V99	A99	82
	0213	Doc #:	25456401		FCC Auth:	B	Trx Code:		P18	Labor Hrs:		0	Labor Cost:		0	Material Cost:			0	Total Cost:		60	
	39-*	Name:	FIESTA FORD, INC				Ph:	760-7728000		St: CA	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:	06-AUG-2015			DIST(Mile):	4329		
	ANS ASSIST FOR 1FAHP2F84EG114000 2014 FORD TAURUS LMT NTAL FOR 254564																						
		T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	4	3A02	BL3Z 7A089		K	F04	F4	V48	P66	01
	5627	Doc #:	254564A		FCC Auth:	1	Trx Code:		S07	Labor Hrs:		14.9	Labor Cost:		1588.8	Material Cost:			749.84	Total Cost:		2488.64	
	39-*	Name:	FIESTA FORD, INC.				Ph:	760-7728000		St: CA	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:	06-AUG-2015			DIST(Mile):	4329		
	IENT STATES THE TRANSMISSION MAKES NOISES WHEN AT AN IDLE WHEN IN GEAR AND WILL NOT SHIFT INTO FOURTH GEAR W ONE WAY CLUTCH FAILURE. METAL DEBRIS THROUGHOUT TRANS. FILTER PLUGGED. NECC TO DO COMPLETE DISASSEMBLY AND OVERHAUL TRANS. TRANS DIAGNOSIS. PID MONITOR TRANS COMMANDS WHILE DRIVING. CODES P0297, P0770, P0773. PINPOINT TESTS. DIAGNOSIS BY MPTOM. R AND I TRANS. BENCH MOUNT. EXTRA ROAD TEST. OVERHAUL TRANS. FLUSH COOLER. OVERHAUL VALVE BODY. CLEAR CODES AND TEST. OK. NO PRESSURE TAPS ON TH																						
		T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	4	2G01	DL3Z 12A650		UANP	F04	F4	V48	P66	28
	7198	Doc #:	255217A		FCC Auth:	1	Trx Code:		S07	Labor Hrs:		2.4	Labor Cost:		255.92	Material Cost:			537.59	Total Cost:		943.51	
	39-*	Name:	FIESTA FORD, INC.				Ph:	760-7728000		St: CA	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:	14-AUG-2015			DIST(Mile):	4345		
	IENT STATES THE TRANSMISSION SHIFTS IRRATICAND HARS H ULTY PCM. TRANS DIAGNOSIS. CODES P0771, P0984. MONITOR PIDS WHILE DRIVING. NOTICED SHIFT SOLENOID E WAS BEING COMMANDED OFF IN H GEAR. REPLACED PCM. RETEST. TRANS STILL HAD ERRATIC SHIFTS BUT NO DTC'S SET. CONTACT HOTLINE. 109040345 WAS INSTRUCTED TO ONITOR PCM INPUTS AND OUTPUTS TO VERIFY SENSOR QUALITY. ALL TESTED FINE. NUMEROUS ROAD TESTS TO ATTEMPT TO DUPLICATE NCERN. UNABLE TO DUPLICAT																						
		T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	5	3A11	BL3Z 7000		DRM	F04	F4	V48	P66	69
AWS Claim Key:	7143500	Doc #:	257506A		FCC Auth:	1	Trx Code:		S07	Labor Hrs:		7.6	Labor Cost:		810.4	Material Cost:			2765.45	Total Cost:		3905.85	
Dlr Cd-Sub Cd:	05439-*	Name:	FIESTA FORD, INC.				Ph:	760-7728000		St: CA	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:	14-SEP-2015			DIST(Mile):	6042		
Cust Comments:	CLIENT STATES THE TRANSMISSION SLAMS INTO GEAR AT TIMES AND WILL NOT SJIFT AT OTHER TIMES																						
Tech Comments:	TRANS DIAGNOSIS. PID MONITOR TESTING WHILE VEHICLE DRIVEN. CODES P0771, P0984. CONTACTED HOTLINE. CONTACT ID #109040345. R AND I TRANS PAN FOR INSPECTION FOR ANY DEBRIS. NO DEBRIS. REMOVE AND REPLACE TRANS ASSY AS INSTRUCTED. EXTRA ROAD TEST. ADD TO REPROGRAM PCM TO NEW TRANS CALIBRATION.																						

Any comments? You can contact

webmaster

RQ24-005 000010 LC

(all INV's here)

WSD 4/29/15

Server: **AWS Prod**
Claims loaded through: **08-OCT-2015**

STANDARD CLAIMS LIST

Terr: Los Angeles

AWS Online Report

Run Date: 09-OCT-15
Note: All Costs are in US Dollars

[redacted]

	AWS VL	WERS VL	MKT DER	BODY CAB	VER SERIES	DRIVE TYPE	PLANT CD	TRANS CD	ENG COD	PROD DATE	WARR DATE	SELLING DEALER	SELL CNT	TIS	WCC	PREF	BASE	SUFF	VRT	FUNCTION	VFG	CCC	CD
1FTMF1	F6	T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	0	*	*	*	*	F09	F9	V00	*	*
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Cust Cor	14C10 SEAT FRAME CLEARANCE ADJUSTMENT																						
Tech Co	14C10 SEAT FRAME CLEARANCE ADJUSTMENT																						

1FTMF1	F6	T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	4	3A02	BL3Z	7A089	K	F04	F4	V48	P66	01
AWS Cl	6255627	Doc #:	254564A		FCC Auth:	I	Trx Code:		S07	Labor Hrs:		14.9	Labor Cost:		1588.8	Material Cost:			749.84	Total Cost:		2488.64	
Dlr Cd-S	05439-*	Name:	FIESTA FORD, INC.				Ph:	760-7728000		St: CA	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:	06-AUG-2015			DIST(Mile):	4329		
Cust Cor	CLIENT STATES THE TRANSMISSION MAKES NOISES WHEN AT AN IDLE WHEN IN GEAR AND WILL NOT SHIFT INTO FOURTH GEAR																						
Tech Co	LOW ONE WAY CLUTCH FAILURE. METAL DEBRIS THROUGHOUT TRANS. FILTER PLUGGED. NECC TO DO COMPLETE DISASSEMBLY AND OVERHAUL OF TRANS. TRANS DIAGNOSIS. PID MONITOR TRANS COMMANDS WHILE DRIVING. CODES P0297, P0770, P0773. PINPOINT TESTS. DIAGNOSIS BY SYMPTOM. R AND I TRANS. BENCH MOUNT. EXTRA ROAD TEST. OVERHAUL TRANS. FLUSH COOLER. OVERHAUL VALVE BODY. CLEAR CODES AND RETEST. OK. NO PRESSURE TAPS ON TH																						

1FTMF1	F6	T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	4	6Y20	*	RENTAL	*	F09	F9	V99	A99	82
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Cust Cor	TRANS ASSIST FOR 1FAHP2F84EG114000 2014 FORD TAURUS LMT																						
Tech Co	RENTAL FOR 254564																						

1FTMF1	F6	T/F6	F	T/BB	T/AM	T/E	AF	T/C3	T/KW	06-MAR-2014	29-APR-2015	171101	USA	4	2G01	DL3Z	12A650	UANP	F04	F4	V48	P66	28
AWS Cl	6447198	Doc #:	255217A		FCC Auth:	I	Trx Code:		S07	Labor Hrs:		2.4	Labor Cost:		255.92	Material Cost:			537.59	Total Cost:		943.51	
Dlr Cd-S	05439-*	Name:	FIESTA FORD, INC.				Ph:	760-7728000		St: CA	Ctry Cd:	USA	Reg Cd:		NA	Repr Date:	14-AUG-2015			DIST(Mile):	4345		
Cust Co	CLIENT STATES THE TRANSMISSION SHIFTS IRRATICAND HARS H																						
Tech Co	FAULTY PCM. TRANS DIAGNOSIS. CODES P0771, P0984. MONITOR PIDS WHILE DRIVING. NOTICED SHIFT SOLENOID E WAS BEING COMMANDED OFF IN 4TH GEAR. REPLACED PCM. RETEST. TRANS STILL HAD ERRATIC SHIFTS BUT NO DTC'S SET. CONTACT HOTLINE. 109040345 WAS INSTRUCTED TO MONITOR PCM INPUTS AND OUTPUTS TO VERIFY SENSOR QUALITY. ALL TESTED FINE. NUMEROUS ROAD TESTS TO ATTEMPT TO DUPLICATE CONCERN. UNABLE TO DUPLICAT																						

Any comments? You can contact

webmaster

RQ24-005 000011 LC



Plaintiffs,

-against-

FUCCILLO FORD OF NELLISTON, INC. d/b/a
FUCCILLO AUTOPLEX and
FORD MOTOR COMPANY

Defendants.
X

VERIFIED COMPLAINT

Index No.

Plaintiffs, [redacted] by their attorneys, LEMON LAW GROUP PARTNERS PLC, complaining of the Defendants, FUCCILLO FORD OF NELLISTON, INC. d/b/a FUCCILLO AUTOPLEX and FORD MOTOR COMPANY respectfully set forth, as and for their complaint of the Defendants, as follows:

1. At all times hereinafter mentioned, [redacted] (hereinafter the "Plaintiffs"), were and still are residents of the City of Nelliston, County of Montgomery, and State of New York. Upon information and belief, at all times hereinafter mentioned, Defendant, FUCCILLO FORD OF NELLISTON, INC. d/b/a FUCCILLO AUTOPLEX (hereinafter referred to as "Fuccillo Ford" or "Defendant Dealership"), was and still is a domestic business corporation, authorized and existing to do business within the State of New York, and maintaining a place of business in the County of Montgomery.

2. Upon information and belief, Defendant, Ford Motor Company is a foreign business

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3. On or about March 24, 2014, Plaintiffs leased from Defendant,

manufactured by Defendant, Ford, that certain motor vehicle identified as a 2014 Ford F-150 and bearing VIN # 1FTFW1ET8E[redacted] the "SUBJECT VEHICLE"), pursuant to a written agreement dated March 24, 2014 (the "AGREEMENT"), and annexed hereto as Exhibit "A". The SUBJECT VEHICLE is registered in the State of New York, and was leased primarily for personal, family, and/or household purposes.

4. At the time of lease from Defendant Dealership, Fuccillo Ford, the SUBJECT VEHICLE was accompanied by Defendant Manufacturer, Ford's, factory warranty which provided in part for a 3 (three) year / 36,000, mile (the "WARRANTY PERIOD") bumper-to-bumper warranty. A copy of the WARRANTY is annexed hereto as Exhibit "B".

5. Upon information and belief, the WARRANTY provided by Defendant Dealership, Fuccillo Ford, and Defendant Manufacturer, Ford, covered any repairs or replacements needed during the WARRANTY PERIOD and/or due to defects in factory materials or workmanship.

6. Shortly after purchase, and between, approximately, June 5, 2014 and June 19, 2015, Plaintiffs noticed defects in the SUBJECT VEHICLE, and returned same to Defendant Dealership, Fuccillo Ford, and an Authorized Dealership for repairs on at least 8 (eight) occasions.

when shifting, erratic shifting, transmission banging when shifting [illegible] vehicle jerking very badly, vehicle hesitating, clunking noise when downshifting, and low battery indicator appearing on radio display when shutting off vehicle. Copies of the bills of attempted repairs are collectively annexed hereto as Exhibit "C".

8. Notwithstanding attempts at repair by Defendant Dealership, Fuccillo Ford, and Authorized Dealership, the defects continued, and continue, to exist, and the SUBJECT VEHICLE was out of service for a period of not less than 146 (one hundred forty-six) days.

9. Upon information and belief, and notwithstanding the attempts at repairs, the SUBJECT VEHICLE has not been repaired, and fails to conform to the Defendant Manufacturer, Ford's, specifications and warranties.

10. The defects and the failure for the Defendants, Fuccillo Ford, and Ford, to have repaired the defects to the SUBJECT VEHICLE substantially impair its use, value and safety to the Plaintiffs.

11. On about October 1, 2015, Plaintiffs notified Defendants, Fuccillo Ford and Ford, of the defective conditions to the SUBJECT VEHICLE, and requested that the Defendants repurchase the same. To date, the Defendants, Fuccillo Ford and Ford, have failed and refused to

RQ24-005 000015 LC

"1" through "11" of this complaint, with the same force and effect as though more fully set forth at length herein.

13. As a result of the actions, and inactions of the Defendants, Fuccillo Ford and Ford, as set forth above, Defendants have breached the WARRANTY, and Plaintiffs have and will continue to suffer significant monetary and consequential damages, which sum has not yet been quantified by the trier of fact, together with interest according to law.

AS AND FOR A SECOND CAUSE OF ACTION

14. Plaintiffs repeat, reiterate and reallege each and every allegation in paragraphs "1" through "13" of this complaint, with the same force and effect as though more fully set forth at length herein.

15. Upon information and belief, the SUBJECT VEHICLE leased by Plaintiffs pursuant to the AGREEMENT was subject to the WARRANTY, and the implied warranty of merchantability, pursuant to NYS General Business Law § 198(a)(3).

16. Upon information and belief, the SUBJECT VEHICLE was warranted, and represented, as required by law, and Defendants, Fuccillo Ford and Ford, have failed and refused

RQ24-005 000016 LC

set forth above, Defendants have breached the WARRANTY, and implied warranty of merchantability, as set forth in and NYS General Business Law § 198(a)(3), and Plaintiffs have and will continue to suffer significant monetary and consequential damages, which sum has not yet been quantified by the trier of fact, together with interest according to law.

AS AND FOR A THIRD CAUSE OF ACTION

18. Plaintiffs repeat, reiterate and reallege each and every allegation in paragraphs "1" through "17" of this complaint, with the same force and effect as though more fully set forth at length herein.

19. Upon information and belief, the SUBJECT VEHICLE leased by Plaintiffs pursuant to the AGREEMENT, was subject to the WARRANTY and the implied warranty of merchantability, pursuant to NYS General Business Law § 198(a)(3), as well as the Magnuson-Moss Warranty Act, 15 USC § 2301 *et seq.*, and 15 USC § 2310(d)(1)(A).

20. The actions and inactions of Defendants, Fuccillo Ford and Ford, as described herein, in failing to deliver the SUBJECT VEHICLE to Plaintiffs free of defects, and in failing, and refusing, to repair or replace the defective parts, constitutes a breach of the written and implied warranties covering the SUBJECT VEHICLE, and are a violation of the Magnuson-

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are entitled to recover as part of any judgment, costs and expenses of suit, including attorneys' fees.

22. As a result of the actions and inactions of the Defendants, Fuccillo Ford and Ford, as set forth above, Defendants have breached the WARRANTY, and the implied warranty of merchantability, and the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(2), and Plaintiffs have and will continue to suffer significant monetary and consequential damages, which sum has not yet been quantified by the trier of fact, together with interest according to law.

23. As a consequence of the foregoing, Plaintiffs are entitled to, among other things, equitable relief, and to have the Defendants, Fuccillo Ford and Ford, accept the return of the SUBJECT VEHICLE, and refund to the Plaintiffs the purchase price pursuant to the AGREEMENT, together with any and all incidental and consequential damages, including attorney fees as provided by statute, together with interest according to law.

AS AND FOR A FOURTH CAUSE OF ACTION

24. Plaintiffs repeat, reiterate and reallege each and every allegation in paragraphs "1" through "23", of this complaint, with the same force and effect as though more fully set forth at length herein.

defects and nonconformities.

26. Upon information and belief, Plaintiffs now believe that said defects and non-conformities cannot be reasonably, or ever, cured, resulting in a loss of confidence that the SUBJECT VEHICLE can be operated safely.

27. The Defendants, Fuccillo Ford and Ford, have refused to comply with the Plaintiffs' demand for revocation and for refund of the purchase price pursuant to the AGREEMENT.

28. As a result of the foregoing, Plaintiffs are entitled to revoke the AGREEMENT, and receive a full refund of the purchase price thereunder, together with incidental and consequential expenses including repair costs, insurance and other expenses, interest, and reasonable attorneys' fees, together with interest according to law.

AS AND FOR A FIFTH CAUSE OF ACTION

29. Plaintiffs repeat, reiterate and reallege, each and every allegation in paragraphs "1" through "28" of this complaint, with the same force and effect as though more fully set forth at length herein.

30. Upon information and belief, Defendants, Fuccillo Ford and Ford, violated NYS

and receive a full refund of the purchase price thereunder, together with incidental and consequential expenses including repair costs, insurance and other expenses, interest, and reasonable attorneys' fees, together with interest according to law.

AS AND FOR A SIXTH CAUSE OF ACTION

32. Plaintiffs repeat, reiterate and reallege each and every allegation in paragraphs "1" through "31" of this complaint, with the same force and effect as though more fully set forth at length herein.

33. On occasions as previously described, Plaintiffs had delivered the SUBJECT VEHICLE to Defendant Dealership Fuccillo Ford and an Authorized Dealership for repairs of the defective conditions and nonconformities covered under the WARRANTY and the implied warranty, as set forth above.

34. Upon information and belief, and upon each occasion, Defendant Dealership Fuccillo Ford and Authorized Dealership attempted repairs pursuant to their obligations under the WARRANTY, and implied warranty.

35. Upon information and belief, Defendants Fuccillo Ford and Ford owed a duty of care to Plaintiffs under the WARRANTY, and the implied warranty, to perform repairs in a good

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duty to the Plaintiffs in that the attempted repairs of the SUBJECT VEHICLE were negligently, carelessly, and recklessly, so as to substantially impair the use, value, and safety of the same.

37. Plaintiffs relied upon the duty of Defendants, Fuccillo Ford and Ford, to repair the SUBJECT VEHICLE within a reasonable time, or within a reasonable number of attempts, and Plaintiffs relied thereon. Each time Plaintiffs secured back the SUBJECT VEHICLE after Defendant Dealership and Authorized Dealership's repair attempts, it was represented to the Plaintiffs that the repairs were completed, and upon such representation Plaintiffs relied.

38. Upon information and belief, and as a direct and proximate result of Defendants Fuccillo Ford and Ford's failure to repair the SUBJECT VEHICLE in a timely and workmanlike fashion, Plaintiffs were compelled to endure inconvenience and unnecessary expense.

39. As a result of the foregoing, Plaintiffs are entitled to revoke the AGREEMENT, and receive a full refund of the purchase price thereunder, together with incidental and consequential expenses including repair costs, insurance and other expenses, interest, and reasonable attorney fees, together with interest according to law.

AS AND FOR A SEVENTH CAUSE OF ACTION

RQ24-005 000021 LC

41. Upon information and belief, the SUBJECT VEHICLE purchased by Plaintiffs, pursuant to the AGREEMENT, was subject to the WARRANTY, and the implied warranty of merchantability, pursuant to NYS General Business Law § 198(a)(3); the Magnuson-Moss Warranty Act 15 USC § 2301 *et seq.*, and 15 USC § 2310(d)(1)(A), as well as NYS General Business Law § 198(a)(1)(1), referred to as the New York Motor Vehicle Warranty Enforcement Act.

42. Upon information and belief, both Defendant, Fuccillo Ford, and Defendant, Ford, and the SUBJECT VEHICLE, are subject to the above-referenced statutes.

43. Upon information and belief, and in conformance with the statutes above, the SUBJECT VEHICLE has been subject to a reasonable number of repair attempts for the aforementioned defects, including the following:

(a) The SUBJECT VEHICLE has been the subject of at least three (3) repair attempts plus a final repair attempt within two (2) years after the date of delivery by Defendants to repair the defect or condition; and/or

(b) The SUBJECT VEHICLE has been out of service for thirty (30) days or more within two (2) years from the date of delivery to Plaintiffs.

the Plaintiffs have been damaged thereby.

45. As a result of the foregoing, Plaintiffs are entitled to revoke the AGREEMENT and receive a full refund of the purchase price thereunder, or in the alternative, to receive a replacement vehicle, and incidental and consequential expenses, including repair costs; insurance and other expenses; interest, and reasonable attorneys' fees, together with interest according to law.

WHEREFORE, Plaintiffs demand judgment against the Defendants, Fuccillo Ford and Ford, as follows:

(a) On the FIRST CAUSE OF ACTION, a sum which has not yet been quantified by the trier of fact, together with interest according to law;

(b) On the SECOND CAUSE OF ACTION, a sum which has not yet been quantified by the trier of fact, together with interest according to law;

RQ24-005 000023 LC

exchange for the purchase price therefore, together with

according to law;

(d) On the FOURTH CAUSE OF ACTION, a sum which has not yet been quantified by the trier of fact, or in the alternative, an Order permitting revocation of the AGREEMENT in exchange for a refund of the purchase price therefore, together with interest according to law;

(e) On the FIFTH CAUSE OF ACTION, a sum which has not yet been quantified by the trier of fact, or in the alternative, a return of the SUBJECT VEHICLE, revocation of the AGREEMENT, reasonable attorneys' fees, together with interest according to law;

(f) On the SIXTH CAUSE OF ACTION, a sum which has not yet been quantified by the trier of fact, or in the alternative, a return of the SUBJECT VEHICLE, revocation of the AGREEMENT, reasonable attorneys' fees, together with interest according to law;

RQ24-005 000024 LC

AGREEMENT, replacement for the SUBJECT VEHICLE,

reasonable attorneys' fees, together with interest according to law;

(h) Together with the costs and disbursements of this action;

and

(i) For such other and further relief as this Court deems just

and proper.

Dated: New York, New York
February , 2016

Respectfully submitted,

LEMON LAW GROUP PARTNERS, PLC
Attorneys for Plaintiff

[redacted]

By: Louis Moglia, Esq.
ID: 023662001
200 Park Avenue, Suite 1700
New York, New York 10166
(888) 415-0610, Ext 109 (office)
(888) 809-7010 (facsimile)
info@lemonlawgrouppartners.com

AWS Claim Key	Trx Code	Time In Service	Labor Hours	Dealership	DIST (Miles)	Repair Data	Prefix	B
Details 2251225	1	5	2.5	FUCCILLO AUTOPLEX OF NELLISTON	4715	19-AUG-14	CL3Z	7
Customer Comments	C/S BUZZING TYPE NOISE WHEN SHIFTING FROM PARK TO REVERSE AFTER VEHICLE							
Tech Comments	CHECKED AND VERIFIED CUSTOMER CONCERN.FOUND TSB 14-0134 TO APPLY PERF FORD							
Details 4242533	1	12	.3	FUCCILLO AUTOPLEX OF NELLISTON	10694	23-FEB-15	*	1
Customer Comments	CUSTOMER STATES LOW BATTERY INDICATOR COMES ON RADIO DISPLAY WHEN SH							
Tech Comments	TRUCK OFF PERFORMED DIAGNOSIS REPROGRAMMED BCM AS PER SSM#44750							
Details 4628028	1	13	.4	FUCCILLO AUTOPLEX OF NELLISTON	11098	24-MAR-15	*	N
Customer Comments	CUSTOMER STATES TRANSMISSION BANGS DOWN SHIFTING,3-4 GEAR							
Tech Comments	TRANSMISSION TECH ROAD TESTED WITH CUSTOMER UNABLE TO DUPLICATE CONC OLBRICH FROM FORD.AS PER FRANK NO REPAIRS ATTEMPTED							
Details 5273790	P11	15	0	BROWN'S FORD OF JOHNSTOWN, INC.	11438	22-MAY-15	*	C
Customer Comments	CUSTOMER REQUESTS ASSISTANCE							
Tech Comments	GOODWILL ON 2 CAR PAYMENTS							

[redacted]

J# 1 10R0Z01 · DRIVEABILITY CONCERN

CUST STATES ON THE THRUWAY AND WENT TO PASS AND VEHICLE
SEEMED TO HESITATE
TECH FOUND TSB 14-0017-INTERMITTEN STUMBLE/ MISFIRE ON ACCEL
FROM HIGHWAY CRUISE.
TECH FOLLOWED TSB, AND REMOVED AND DISCARDED TOP AIR DEFLECT
REPROGRAMMED PCM. ALL OK AT THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

TECHNICIAN CERTIFICATION
03017 TOM LS27

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DSICOVER

THE FUCCILLO FORD SERVICE TEAM WOULD LIKE TO TAKE THIS OPPORTUNITY TO THANK YOU FOR YOUR BUSINESS
IF YOU RECIEVE A SURVEY IN THE MAIL AND FOR ANY
REASON YOU ARE UNABLE TO ANSWER ALL QUESTIONS

[redacted]

CUSTOMER SIGNATURE

To reorder forms, please call: 315-474-1110

PAGE 1 OF 1 CUSTOMER COPY [END OF INVOICE] 08:58am

DISCLAIMER OF WARRANTIES

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LIMITED EXPRESS WARRANTY

Labor and parts are warranted for 90 days or 4000 miles whichever occurs first. The dealer hereby limits any implied warranties of merchantability and fitness to the same period.

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED.

THANK YOU!

[redacted]

J# 1 3DFQZ AUTO TRANSMISSION HOURS: 0.40 TECH(S):

CUSTOMER STATES
TRANSMISSION BANGS DOWN SHIFTING.3-4 GEAR
TRANSMISSION TECH ROAD TESTED WITH CUSTOMER
UNABLE TO DUPLICATE CONCERN.SPOKE WITH FRANK DLBRICH FROM
FORD.AS PER FRANK NO REPAIRS ATTEMPTED

CLAIM # 73754-01 JOB # 1 TOTAL LABOR & PARTS 30.30

R/O TAX 0.00
R/O TOTALS 30.30

WARRANTY CLAIM DETAIL TOTALS

CLAIM#	LABOR	PARTS	SUB.LAB.	SUB.PART	GOG	MISC	TAX	TOTAL
73754-01	30.30	0.00	0.00	0.00	0.00	0.00	0.00	30.30
CLAIM TOTALS	30.30	0.00	0.00	0.00	0.00	0.00	0.00	30.30

APPROVED BY SIGNATURE

DCS AUDIT SLIP

RO NUMBER: 73754 JOB NUMBER: 01 CLAIM TYPE: 11
CAUSAL PART FOUND FLAG: N
VIN: 1FTFW1ET8[redacted]
REPAIR DATE: 03/24/2015 Hold at Pre-Validation?
ODOMETER IN: 11098 OUT: 11105
DISTANCE INDICATOR: M
SPECIAL USE:
ENGINE HOURS IN: OUT:
SERVICE WRITER ID: 0708

CUSTOMER CONCERN CODE: F66 CONDITION/DEFECT CODE: 82
DEALER PARTICIPATION: 0.00 LICENSE STATE: NY
CUSTOMER PARTICIPATION: SUB CODE:
PRE-DEFINED REPAIR:
APPROVAL CODE 1: APPROVAL CODE 2:
APPROVAL CODE 3: APPROVAL CODE 4:
MANUAL REVIEW REQUIRED:

REL DAMAGE INDICATOR: RECALL/ONP LABOR OP CODE:
REF RO/INVOICE NUMBER: DISTANCE:
SERVICE PART DATE: ESP/PROGRAM FRANCHISE VEHICLE:
APPEAL REASON CODE:

DRIVER COMPANY NAME:
DRIVER NAME/CARD ID#:
VEHICLE LICENSE: 71041MB APPROVED AMOUNT:
PO NUMBER:

DAMAGE CODE: CARRIER CODE:

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The Reynolds and Reynolds Company ERAINTRVE SF018453.0 (02/11)

[redacted]

DELIVERY DOCUMENT: DELIVERY DATE:

LINE NO.	PART NUMBER PREFIX	BAS/FINIS	SUFFIX	QTY	PRICE	CAUSAL PART	EXCLUDE MARKUP	CORE AMOUNT	INV NO.
1	NPW			0.00	0.00	Y			

EXT. PART AMT WITH MARKUP: 0.00 APPEAL: FLEET DISCOUNT%:

LINE NO.	LABOR OPERATION	TECH ID	OSL IND	LABOR INV. #	LABOR HOURS	LABOR RATE	LABOR AMOUNT
1	NPF	2528			0.4	75.76	30.30

APPEAL: FLEET DISCOUNT%:

CUSTOMER COMMENTS
CUSTOMER STATES
TRANSMISSION BANGS DOWN SHIFTING,3-4 GEAR

TECH/APPEAL COMMENT
TRANSMISSION TECH ROAD TESTED WITH CUSTOMER

UNABLE TO DUPLICATE CONCERN.SPOKE WITH FRANK OLBRICH FROM FORD.AS PER FRANK NO REPAIRS ATTEMPTED

DIAGNOSTIC CODES(Y/N)? N

TOTAL PARTS:	0.00
TOTAL LABOR:	30.30
TOTAL MISC EXPENSES:	0.00
TOTAL REPAIR:	30.30

[redacted]

N.Y.S. Repair Shop # 7097101

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The Reynolds and Reynolds Company ERADNTKVE
6F818483 O (03/11)

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	A.M.P.M.	TRANSACTION	TYP	OPERATION	OPERATION DESCRIPTION
03/04/15	73410	10850	3066	03008	C	03FOZ	NYS SAFETY INSPECT
				03008	I	00FOZ18	MULTI POINT INSP.
				03008	I	00FOZZGBATT	BATT COND GOOD
				03008	I	00FOZZGBK	BRAKE CHECK
				03008	I	00FOZZGTIRE	TIRE CHECK
02/26/15	73332	10761	3066	03017	I	30FOZ	AUTO TRANSMISSION

SALESPERSON NO. 2034 JAMES K AGARD

S E R V I C E

STATE REG# 7097101

TERMS	VEHICLE NO.	YEAR/MAKE/MODEL	PRODUCTION DATE	STOCK NO.	LICENSE NO.	R.O. NO.
CASH M/C VISA	[redacted]					

ROAD TESTED ☐

WAITING ☐ Yes ☐ No

08:58am 03/24/15 08:00pm

your control; that an express mechanics lien is hereby acknowledged on the above vehicle to secure the amount of repairs thereto; that your employees may operate the above vehicle on streets, highways or elsewhere for the purpose of testing and/or inspecting such vehicle. Storage fee $30.00 per day.

APPOINTMENT ☒ Yes ☐ No

LABOR RATE 89.00

CELL: 315-520-6133

X

1	W *30FOZ AUTO TRANSMISSION CUSTOMER STATES TRANSMISSION BANGS DOWN SHIFTING,3-4 GEAR	

CUSTOMER LABOR CHARGES ARE BASED ON A RATE OF: $ PER HOUR

PRELIMINARY ESTIMATE	AUTHORIZED BY:	
REVISED ESTIMATE	AUTHORIZED BY:	DATE/TIME

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE.
☐ SAVE ☐ DISCARD

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED.

LIMITED EXPRESS WARRANTY

Labor and parts are warranted for 90 days or 4000 miles whichever occurs first. The dealer hereby limits any implied warranties of merchantability and fitness to the same period.

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

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

SIGNED DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

SHOP COPY

75754

[redacted]

	00/00/00		11367	04/14/15	00/00/00	

SERVICE HOURS: MON-FRI 7:30-5:30 SAT 8:00-4:00
PARTS HOURS . : MON-FRI 7:30-5:30 SAT 8:00-4:00
COLLISION CENTER: MON-FRI 8:00-5:30 SAT 8:00-4:00

BROWNS FORD OF JOHNSTOWN
DISCOUNT TIRE AND AUTO CENTER
LOWEST TIRE PRICES ANYWHERE

LINE	OP.CODE	FAIL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT

A *
Com RENTAL --- alternate transportation assistance through Ford Mo Co, case#
CAS-6003253-C9R0W0 ----- enterprise car rental.
RENTAL A48
Line Total.....

B *
Com Customer states vehicle jerks very badly, road test with customer.HAPPENS
WHEN COASTING FROM 4TH TO 3RD. AT TIMES ALSO WILL HAPPEN UPON ACCELERATION
FROM 3RD TO 4TH CHECK AND ADVISE
Cau verified concern, contacted ford hotline and was advised to check valv
e body for sticking or binding shift solenoids
Cor replaced shift solenoids b and d reassembled valve body and installed
test drove vehicle with no furth occurence at this time
A48 W

AL3Z 7G383 N	SOLENOID - EL	1	W
BL3Z 7Z276 A	SEAL	1	W
XT 10 QLVC	OIL - AUTOMATIC TRANSMISS	8	W
AL3Z 7G383 V	SOLENOID - ELE	1	W
AL3Z 7G383 M	SOLENOID - ELE	1	W
FL3Z 7C155 A	GASKET	1	W
FL3Z 7D100 A	GASKET	1	W
BL3Z 7A098 A	SCREEN ASY	1	W

Line Total.....

CUSTOMER COPY - PAGE 01

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

On behalf of servicing dealer, I hereby certify that the information contained herein is accurate unless otherwise shown. Warranty services described were performed at no charge to owner. There was no indication from the appearance of the vehicle or otherwise, that any part repaired or replaced under this claim had been connected in any way with any accident, negligence or misuse. Records supporting this claim are available for (1) year from the date of payment notification at the servicing dealer for inspection by manufacturer's representative.

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

[redacted]

	00/00/00		11367	04/14/15	00/00/00

SERVICE HOURS: MON-FRI 7:30-5:30 SAT 8:00-4:00
PARTS HOURS : MON-FRI 7:30-5:30 SAT 8:00-4:00
COLLISION CENTER: MON-FRI 8:00-5:30 SAT 8:00-4:00

BROWNS FORD OF JOHNSTOWN
DISCOUNT TIRE AND AUTO CENTER
LOWEST TIRE PRICES ANYWHERE

LINE	OP.CODE	PARL-CD	TECH.	HOURS/QTY	TYPE	AMOUNT
C +						
Com additional diagnostic tests						
	A48				W	
					Line Total.....	
D +						
Com Filled fuel for Ms. Bramer						
Tau						
Ford Approval Code:						
	A99					
					Line Total.....	

Warranty Claim Type: F Authorization Code:

TOTAL-CUSTOMER NoCharge

CUSTOMER COPY - PAGE 02

STATEMENT OF DISCLAIMER

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

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

[redacted]

2

N.Y.S. Repair Shop # 7097101

LABOR & PARTS----------

J# 1 30F0Z AUTO TRANSMISSION TECH(S):03017 INTERNAL

C/S WHEN TRUCK IS UP TO TEMP,AND LETTING OFF THROTTLE FROM
60-50 MPH,THERE IS A HARSH 4,3 SHIFT
ROAD TESTED WITH CUSTOMER.TOOK SEVERAL MILES TO DUPLICATE.
FELT CLUNK ON 4/3 DOWNSHIFT.TECH THEN ROAD TESTED BY HIMSELF
AND WAS UNABLE TO DUPLICATE.CONTACTED TECH HOTLINE AND IT
WAS SUGGESTED TO CLEAR KAM IN TRANS AND PERFORM DRIVE CYCLE
AND IF THE PROBLEM IS NO LONGER PRESENT,IT WOULD BE DETERMIN
ED THE PROBLEM IS A LEARNED BEHAVIOR AND NO OTHER ATTEMPTS
TO REPAIR SHOULD BE MADE.
CLEARED KAM,PERFORMED ADAPTIVE DRIVE CYCLE AS SUGGESTED
AND PERFORMED POST ROAD TEST.NO OTHER PROBLEMS FOUND.
VEHICLE RETURNED TO CUSTOMER,SUGGESTED TO CUSTOMER TO HAVE
SOMEONE ELSE DRIVE VEHICLE TO RELEARN PARAMETERS AND SEE
IF PROBLEM CONTINUES.IF PROBLEM PERSISTS FURTHER DIAG
WILL BE NEEDED

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 00F0Z5P LOANER CAR TECH(S):03017 INTERNAL

CUSTOMER REQUESTS; LOANER CAR.

JOB # 2 TOTAL LABOR & PARTS 0.00

J#.3+00F0Z18 MULTI POINT INSP. TECH(S):03017 INTERNAL

CUSTOMER REQUEST; MULTI POINT VEHICLE INSPECTION
PERFORMED MULTI POINT INSPECTION

JOB # 3 TOTAL LABOR & PARTS 0.00

COMMENTS----------

DROP

DISCLAIMER OF WARRANTIES

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LIMITED EXPRESS WARRANTY

Labor and parts are warranted for 90 days or 4000 miles whichever occurs first. The dealer hereby limits any implied warranties of merchantability and fitness to the same period.

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED.

THANK YOU!

To reorder forms, please call: 315-474-1110

[redacted]

TOTALS----------

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

****
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DSICOVER *
* *
* *
* *
****

THE FUCCILLO FORD SERVICE TEAM WOULD LIKE TO TAKE THIS
OPPORTUNITY TO THANK YOU FOR YOUR BUSINESS
IF YOU RECIEVE A SURVEY IN THE MAIL AND FOR ANY
REASON YOU ARE UNABLE TO ANSWER ALL QUESTIONS
*****COMPLETLY SATISFIED*****PLEASE CONTACT STEVE DIBBLEE
@ 993-5555 EXT 290

_____
CUSTOMER SIGNATURE

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

N.Y.S. Repair Shop # 7097101

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THANK YOU!

PAGE 2 OF 2 CUSTOMER COPY [END OF INVOICE] 09:54am

To reorder forms, please call: 315-474-1110

RQ24-005 000035 LC

[redacted]

N.Y.S. Repair Shop # 7097101

J# 1 30F0Z AUTO TRANSMISSION HOURS: TECH(S):03017 0.00
C/S VEHICLE SHIFTS ERRATIC WHILE IN CITY TRAFFIC.AND
SEEMS TO SHIFT HARD FROM 4TH TO 3RD
PERFORMED ROAD TEST AND CHECKED FOR DTC'S.UNABLE TO
DUPLICATE CONCERN OR FIND ANY RELATABLE DTC'S
NO REPAIRS NEEDED AT THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 3 30F0Z5P LOANER CAR HOURS: 0.00 TECH(S):03017 0.00
CUSTOMER REQUESTS: LOANER CAR.

JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4+00F0ZZGBATT BATT COND:GOOD HOURS: TECH(S):03017 0.00
BATTERY TEST AS PER MULTI POINT
TEST BATTERY
BATTERY CONDITION IS GOOD AT THIS TIME

JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5+00F0ZZGTIRE TIRE CHECK HOURS: TECH(S):03017 0.00
CUSTOMER REQUESTS CHECK TIRE CONDITION.
NO MEASURMENTS TAKEN

JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6+00F0ZZGBK BRAKE CHECK HOURS: TECH(S):03017 0.00
CUSTOMER STATES CHECK BRAKES
BRAKES IN GOOD CONDITION AT THIS TIME
NO MEASURMENT TAKEN

JOB # 6 TOTAL LABOR & PARTS 0.00

TOTALS

CONTROL# ACCOUNT NUMBER AMOUNT..
5048

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

APPROVED BY SIGNATURE

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The Reynolds and Reynolds Company BRAINTREE
SP518403 O (03/11)

[redacted]

ADVISOR 3066 TAG NO. INVOICE DATE 10/21/14 INVOICE FOCS71469

J# 1 30F0Z AUTO TRANSMISSION TECH(S):03017 INTERNAL
C/S VEHICLE SHIFTS ERRATIC WHILE IN CITY TRAFFIC.AND
SEEMS TO SHIFT HARD FROM 4TH TO 3RD
PERFORMED ROAD TEST AND CHECKED FOR DTC'S.UNABLE TO
DUPLICATE CONCERN OR FIND ANY RELATABLE DTC'S
NO REPAIRS NEEDED AT THIS TIME

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 00F0Z1B MULTI POINT INSP TECH(S):03017 0.00
CUSTOMER REQUEST: MULTI POINT VEHICLE INSPECTION
PERFORMED MULTI POINT INSPECTION

JOB # 2 TOTAL LABOR & PARTS 0.00

J# 3 00F0Z5P LOANER CAR TECH(S):03017 INTERNAL
CUSTOMER REQUESTS: LOANER CAR.

JOB # 3 TOTAL LABOR & PARTS 0.00

J# 4+00F0ZZGBATT BATT COND GOOD TECH(S):03017 INTERNAL
BATTERY TEST AS PER MULTI POINT
TEST BATTERY
BATTERY CONDITION IS GOOD AT THIS TIME

JOB # 4 TOTAL LABOR & PARTS 0.00

J# 5+00F0ZZGTIRE TIRE CHECK TECH(S):03017 INTERNAL
CUSTOMER REQUESTS CHECK TIRE CONDITION.
NO MEASURMENTS TAKEN

JOB # 5 TOTAL LABOR & PARTS 0.00

J# 6+00F0ZZGBK BRAKE CHECK TECH(S):03017 INTERNAL
CUSTOMER STATES CHECK BRAKES
BRAKES IN GOOD CONDITION AT THIS TIME
NO MEASURMENT TAKEN

JOB # 6 TOTAL LABOR & PARTS 0.00

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[CONTINUED ON NEXT PAGE]
12:24pm
The Reynolds and Reynolds Company ERAUTONV8 B/S18433 O (03/11)

[redacted]

TOTALS.....

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

****
* *
* [ ] CASH [ ] CHECK CK NO. [ ] *
* *
* [ ] VISA [ ] MASTERCARD [ ] DSICOVER *
* *
* *
* *
****

THE FUCCILLO FORD SERVICE TEAM WOULD LIKE TO TAKE THIS
OPPORTUNITY TO THANK YOU FOR YOUR BUSINESS
IF YOU RECIEVE A SURVEY IN THE MAIL AND FOR ANY
REASON YOU ARE UNABLE TO ANSWER ALL QUESTIONS
*****COMPLETLY SATISFIED*****PLEASE CONTACT STEVE DIBBLEE
@ 993-5555 EXT 290

CUSTOMER SIGNATURE

N.Y.S. Repair Shop # 7097101

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The Reynolds and Reynolds Company ERAINTRIVE
6F018453 O (03/11)

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVANCE	RE FACTOR	TYP	OPERATION	OPER AND DESCRIPTION
08/19/14	70400	4715	3066	003019	I	00FOZ	L,U,P (SW20)
				003019	I	00FOZ18	MULTI POINT INSP.
				03017	W	30FOZ	AUTO TRANSMISSION
				03017	I	00FOZZGBATT	BATT COND GOOD
				03017	I	00FOZZGBK	BRAKE CHECK
				03017	I	00FOZZGTIRE	TIRE CHECK

[redacted]

1 C * 30FOZ AUTO TRANSMISSION
C/S VEHICLE SHIFTS ERRATIC WHILE IN CITY TRAFFIC,AND SEEMS TO SHIFT HARD FROM 4TH TO 3RD

2 C * 00FOZ18 MULTI POINT INSP.
CUSTOMER REQUEST: MULTI POINT VEHICLE INSPECTION

3 I * 00FOZ5P LOANER CAR
CUSTOMER REQUESTS; LOANER CAR.

PAGE 1 OF 1 SHOP COPY

CUSTOMER LABOR CHARGES ARE BASED ON A RATE OF: $ PER HOUR

PRELIMINARY ESTIMATE	AUTHORIZED BY:
REVISED ESTIMATE	AUTHORIZED BY: DATE/TIME

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE.
☐ SAVE ☐ DISCARD

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED.

LIMITED EXPRESS WARRANTY
Labor and parts are warranted for 90 days or 4000 miles whichever occurs first. The dealer hereby limits any implied warranties of merchantability and fitness to the same period.

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

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SIGNED DEALER, GENERAL MANAGER OR AUTHORIZED PERSON / DATE

	(SEEMS TO SHIFT HARD FROM 4TH TO 3RD)
CAUSE	PERFORMED ROAD TEST AND CHECKED FOR DTC'S.UNABLE TO DUPLICATE CONCERN OR FIND ANY RELATABLE DTC'S
CORRECTION	NO REPAIRS NEEDED AT THIS TIME

WARRANTY	CLAIM NO.	OPERATION NO.	CLAIM NO.	OPERATION NO.

CAMPAIGN NO.	CAMPAIGN DESC.
CAMPAIGN NO.	CAMPAIGN DESC.

(1=COMMENTS) (2=RECOMMENDATIONS) (3=CCC SCREEN) (E=ENTER) (JOB#) (P=PRINT) (TAB)

[redacted]

LABOR & PARTS

J# 1 00F0Z L,O,F (5W20) TECH(S):003019 INTERNAL

CUSTOMER REQUEST:LUBE OIL AND FILTER CHANGE (5W20)
PERFORMED LUBE AND OIL AND FILTER SERVICE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE-	
JOB # 1	6	5W30	MOTOR OIL		INTERNAL
JOB # 1	1	AA5Z-6714-A	FILTER ASY - O		INTERNAL
			JOB # 1 TOTAL PARTS		0.00
			JOB # 1 TOTAL LABOR & PARTS		0.00

J# 2 00EQZ18 MULTI POINT INSP. TECH(S):003019 INTERNAL

CUSTOMER REQUEST: MULTI POINT VEHICLE INSPECTION
PERFORMED MULTI POINT INSPECTION

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

J# 3+30F0Z AUTO TRANSMISSION TECH(S):03017 WARRANTY

C/S BUZZING TYPE NOISE WHEN SHIFTING FROM PARK TO REVERSE
AFTER VEHICLE HAS SAT
CHECKED AND VERIFIED CUSTOMER CONCERN.FOUND TSB 14-0134
TO APPLY
PERFORMED TSB AS PER FORD

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE-UNIT PRICE-	
JOB # 3	1	CL3Z-7Z490-C	PLATE AND GASK		WARRANTY
JOB # 3	10	XT-10-QLVC	OIL - AUTOMATI		WARRANTY
			JOB # 3 TOTAL PARTS		0.00
			JOB # 3 TOTAL LABOR & PARTS		0.00

J# 4+00F0ZZGBATT BATT COND GOOD TECH(S):03017 INTERNAL

BATTERY TEST AS PER MULTI POINT
TEST BATTERY
BATTERY CONDITION IS GOOD AT THIS TIME

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

J# 5+00F0ZZGBK BRAKE CHECK TECH(S):03017 INTERNAL

CUSTOMER STATES CHECK BRAKES
BRAKES IN GOOD CONDITION AT THIS TIME
NO CORRECTION NEEDED

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

N.Y.S. Repair Shop # 7097101

DISCLAIMER OF WARRANTIES

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

LIMITED EXPRESS WARRANTY

Labor and parts are warranted for 90 days or 4000 miles whichever occurs first. The dealer hereby limits any implied warranties of merchantability and fitness to the same period.

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED.

THANK YOU!

[redacted]

J# 6+0DEOZZGTIRE TIRE CHECK TECH(S):03017 INTERNAL
CUSTOMER REQUESTS CHECK TIRE CONDITION.
TIRES IN GOOD CONDITION AT THIS TIME

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE

JOB # 6 TOTAL PARTS 0.00

JOB # 6 TOTAL LABOR & PARTS 0.00

COMMENTS
WANTS SOMEONE TO GO ON ROAD TEST

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]
[ ] VISA [ ] MASTERCARD [ ] DSICOVER

THE FUCCILLO FORD SERVICE TEAM WOULD LIKE TO TAKE THIS OPPORTUNITY TO THANK YOU FOR YOUR BUSINESS
IF YOU RECIEVE A SURVEY IN THE MAIL AND FOR ANY REASON YOU ARE UNABLE TO ANSWER ALL QUESTIONS

[redacted]

CUSTOMER SIGNATURE

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ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED.

THANK YOU!

BF618482.0 (00/11)

	AFTER VEHICLE HAS SAT
CAUSE	CHECKED AND VERIFIED CUSTOMER CONCERN. FOUND TSB 14-0134 TO APPLY
CORRECTION	PERFORMED TSB AS PER FORD

WARRANTY	CLAIM NO.	OPERATION NO.	CLAIM NO.	OPERATION NO.
	70400-03			

CAMPAIGN NO.	CAMPAIGN DESC.
CAMPAIGN NO.	CAMPAIGN DESC.

(1=COMMENTS) (2=RECOMMENDATIONS) (3=CCC SCREEN) (E=ENTER) (JOB#) (P=PRINT) (TAB)

[redacted]

LABOR & PARTS----------

J# 1 30FOZ AUTO TRANSMISSION HOURS: TECH(S):03017 0.00

CUSTOMER STATES HARSH DOWN SHIFT FROM 4TH TO THIRD
INTERMITTENTLY
CHECKED AND CONFIRMED PROBLEM.PERFORMED DIAG AND FOUND
FIRST STEP TO REPAIR WAS TO CLEAR ADAPTIVE SHIFT MEMORY
CLEARED MEMORY AND ASKED CUSTOMER TO DRIVE FOR A WHILE
AND RETURN IF PROBLEM GETS WORSE

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 30FOZ01 AUTO TRANS CONCERN HOURS: TECH(S):03017 0.00

CUSTOMER STATES BUZZ TYPE NOISE WHEN SHIFTING INTO PARK
AND BACK INTO GEAR.SSM 44525?????
CHECKED AND CONFIRMED KNOWN PROBLEM WAS STILL AN SSM
NO REPAIRS AVAILABLE AS OF YET

JOB # 2 TOTAL LABOR & PARTS 0.00

COMMENTS----------

WANTS SOMEONE TO GO ON ROAD TEST

TOTALS----------

CONTROL#	ACCOUNT NUMBER	AMOUNT..		
5048			TOTAL LABOR....	0.00
			TOTAL PARTS....	0.00
			TOTAL SUBLET...	0.00
			TOTAL G.O.G....	0.00
			TOTAL MISC.CHG.	0.00
			TOTAL MISC.DISC	0.00
			TOTAL TAX.....	0.00
			TOTAL INVOICE $	**0.00**

APPROVED BY SIGNATURE

N.Y.S. Repair Shop # [redacted]

DISCLAIMER OF WARRANTIES

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

The Reynolds and Reynolds Company ERANTINVF
SF818483 © (03/11)

[redacted]

N.Y.S. Repair Shop # [redacted]

LABOR & PARTS

J# 1 30F0Z AUTO TRANSMISSION TECH(S):03017 INTERNAL

CUSTOMER STATES HARSH DOWN SHIFT FROM 4TH TO THIRD
INTERMITTENTLY
CHECKED AND CONFIRMED PROBLEM.PERFORMED DIAG AND FOUND
FIRST STEP TO REPAIR WAS TO CLEAR ADAPTIVE SHIFT MEMORY
CLEARED MEMORY AND ASKED CUSTOMER TO DRIVE FOR A WHILE
AND RETURN IF PROBLEM GETS WORSE

JOB # 1 TOTAL LABOR & PARTS 0.00

J# 2 30F0Z01 AUTO TRANS CONCERN TECH(S):03017 INTERNAL

CUSTOMER STATES BUZZ TYPE NOISE WHEN SHIFTING INTO PARK
AND BACK INTO GEAR.SSM 44525?????
CHECKED AND CONFIRMED KNOWN PROBLEM WAS STILL AN SSM
NO REPAIRS AVAILABLE AS OF YET

JOB # 2 TOTAL LABOR & PARTS 0.00

COMMENTS

WANTS SOMEONE TO GO ON ROAD TEST

TOTALS

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

[ ] CASH [ ] CHECK CK NO. [ ]

[ ] VISA [ ] MASTERCARD [ ] DSICOVER

THE FUCCILLO FORD SERVICE TEAM WOULD LIKE TO TAKE THIS
OPPORTUNITY TO THANK YOU FOR YOUR BUSINESS
IF YOU RECIEVE A SURVEY IN THE MAIL AND FOR ANY
[redacted]

CUSTOMER SIGNATURE

DISCLAIMER OF WARRANTIES

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The Reynolds and Reynolds Company DEALERVE
6F616483 © (03/11)

SERVICE HISTORY

DATE	REPAIR ORDER	MILEAGE	ADVISOR	TECHNICAL	TYPE	OPERATION	OPERATION DESCRIPTION
04/01/14	67886	55	3012	7001	I	51FOZ	BODY ELECTRICAL
				7001	I	61FOZ	EXTERIOR TRIM
				7001	I	60FOZ	INTERIOR TRIM
03/24/14	67704	43	3012	3003	I	03FOZ	NYS SAFETY INSPECT
				3003	I	61FOZ	EXTERIOR TRIM
				3003	I	61FOZ01	EXT TRIM CONCERN

[redacted]

COMMENTS:
WANTS SOMEONE TO GO ON ROAD TEST

1 C 30FOZ — AUTO TRANSMISSION
CUSTOMER STATES HARSH DOWN SHIFT FROM 4TH TO THIRD INTERMITTENTLY

Grind type noise

2 C 30FOZ01 — AUTO TRANS CONCERN
CUSTOMER STATES BUZZ TYPE NOISE WHEN SHIFTING INTO PARK AND BACK INTO GEAR.SSM 44525??????

72390

WARRANTY PARTS RETURNED

3 - Delay in engagement when going from park To reverse intermittent

14-#00762

Coming w/ [illegible] when this [illegible] cem [illegible]

PAGE 1 OF 1

CUSTOMER LABOR CHARGES ARE BASED ON A RATE OF: $ PER HOUR

PRELIMINARY ESTIMATE	AUTHORIZED BY:
REVISED ESTIMATE	AUTHORIZED BY: DATE/TIME

ALL PARTS REMOVED WILL BE DISCARDED UNLESS INSTRUCTED OTHERWISE.
☐ SAVE ☐ DISCARD

ALL PARTS INSTALLED ARE NEW UNLESS OTHERWISE SPECIFIED.

LIMITED EXPRESS WARRANTY
Labor and parts are warranted for 90 days or 4000 miles whichever occurs first. The dealer hereby limits any implied warranties of merchantability and fitness to the same period.

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

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

SIGNED DEALER, GENERAL MANAGER OR AUTHORIZED PERSON DATE

68945

SHOP COPY

	(INTERMITTENTLY)
CAUSE	CHECKED AND CONFIRMED PROBLEM.PERFORMED DIAG AND FOUND FIRST STEP TO REPAIR WAS TO CLEAR ADAPTIVE SHIFT MEMORY
CORRECTION	CLEARED MEMORY AND ASKED CUSTOMER TO DRIVE FOR A WHILE AND RETURN IF PROBLEM GETS WORSE

WARRANTY	CLAIM NO.	OPERATION NO.	CLAIM NO.	OPERATION NO.
CAMPAIGN NO.		CAMPAIGN DESC.		
CAMPAIGN NO.		CAMPAIGN DESC.		

(1=COMMENTS) (2=RECOMMENDATIONS) (3=CCC SCREEN) (E=ENTER) (JOB#) (P=PRINT) (TAB)



TX

The Riffe Law Firm

A Texas Professional limited liability Company

2591 Dallas Parkway • Suite 300 • Frisco, Texas 75034
Telephone: 214-281-8909 Facsimile: 888-370-3148 Email: briffe@riffelawfirm.com

January 15, 2018

VIA CERTIFIED MAIL

Ford Motor Company
Customer Assistance Center
16800 Executive Plaza Drive
Dearborn, MI 48126

OGC Lit
Consumer Claims
JAN 19 2018

Re:
Our Client:
Vehicle:
Purch/Lease Date:
VIN:
Current Mileage:

[redacted]

Dear Sir or Madam:

Please be advised that this office has been retained by [redacted] regarding the above-referenced vehicle. Following the purchase, my client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, my client has been forced to seek full relief pursuant to state and federal consumer product warranty laws.

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

1. Transmission;
2. Vibration;
3. Brakes; and
4. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the Texas Lemon Law, the Magnuson-Moss Warranty Act and the Texas Uniform Commercial Code.

Therefore, you (and the authorized dealer) are hereby notified that [redacted] is revoking acceptance of the vehicle effective immediately. My client has directed this office to demand

the return of any and all funds paid towards this vehicle, to rescind the contracts, and to seek compensation for any incidental and consequential damages, including attorney's fees. Please inform this office of the procedure whereby our client may return the vehicle and recoup these expenses. DO NOT CONTACT MY CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.[1]

Further, I am putting you on notice under the Texas DTPA, Section 17.50 you may be liable for up to three (3) times economic damages, plus attorney's fees and costs. Those damages are as follows:

1. The Total Purchase/Lease Price (including finance charges) of approximately $31,995.00;
2. Any out of pocket expenses (to be furnished later);
3. Attorneys Fees and Costs of $3,000.00.

Please contact this office as soon as possible to discuss resolving this matter. Should you require copies of the purchase documents, repair orders in my client's possession, and any other documents pertinent to this claim, please do not hesitate to contact the undersigned. I would like to be able to reach an amicable agreement within the sixty (60) days required by the Texas DTPA. However, if this is not possible, I have been directed by my client to commence formal legal proceedings at that time.

Sincerely,

[redacted]

cc: [redacted]

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

AutoNation

[redacted]

R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A
12:38 08NOV17	17:45 08NOV17	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES VEHICLE DOWNSHIFTED RANDOMLY AND CAUSE HIM TO LOSE CONTROL			
NWD No Work Done at this time			
2753 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
43072 NO WORK DONE			
**********			
B MULTI POINT INSPECTION NOT COMPLETED THIS VISIT.			
NWD No Work Done at this time			
2753CFMPI		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
**********			
D AP*-Indicates you chose to use aftermarket parts (AP) for this job. AP Parts are quality parts suitable for your vehicle, but are not sourced from the vehicle manufacturer. All AP parts come with a warranty backed by AutoNation at any of our stores.			
NWD No Work Done at this time			
9999 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00
**********			
Dealer is not authorized to perform recall repairs for non-Dealer brand vehicles and Dealer's Vehicle Safety and Condition Inspection and/or service does not include a review of possible pending recalls or service campaigns issued by manufacturers of other makes and models.			

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the Dealership continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAR 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SIC - "LIMITED WARRANTY" - AUTONATIONS TEXAS - 000051

RQ24-000000051-LC

CUSTOMER COPY

RO24-005 000052 LC

Pack 'n' Mail
10 N. Caddo
Cleburne, TX 76031
817-556-2161 Fax 817-641-7177

Complimentary Fax Cover Page

DATE: 12-22-17

[redacted]

Phone #: _____

Reference: _____

Number of pages, including this cover page 4

Can get it fixed for $850.00
Should I do this frist

NOTICE

This fax transmission is intended solely for the person listed above. If you have received this fax in error, please call 817-556-2161 immediately. Thank you.

12/22/2017 09:49 8176417177 PACK N MAIL PAGE 01/05

Grand
701 E. Palace Parkway
Grand Prairie, TX 75050

[redacted]

07:28 09DEC17

LINE OPCODE TECH TYPE HOURS

A C/S THE VEH SHIFTS ERRATIC. HAS HAD VEH CHECKED AT
PAPERWORK ATTACHED. PLEASE CHECK AND ADVISE.

(N/C) 0.00

NPF COULD NOT DUPLICATE CONCERN
91818 IINV 0.00 OTHER: 0.00 TOTAL LINE A:
PARTS: 0.00 LABOR:
44192 TEST DROVE SEVERAL TIMES PERFORMED EEC TEST NO CODES; INSPECT FOR LEAKS OR LOW FLUID; CHECKED CASIS FOR CONCERN NONE UNABLE TO DUPLICATE CONCERN

****

(N/C) 0.00

B MULTIPOINT INSPECTION
99P MULTIPOINT INSPECTION
91818 IINV 0.00 OTHER: 0.00 TOTAL LINE B:
PARTS: 0.00 LABOR:
44192 R

****

SCHEDULE YOUR NEXT SERVICE VISIT AT GRANDFAIRFORD.COM OR CONTACT THE APPOINTMENT COORDINATOR AT [redacted]

PRIORITY WILL BE GIVEN TO CUSTOMERS WITH APPOINTMENTS.

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

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

STATEMENT OF DISCLAIMER

The factory warranty constitutes all of the warranties with respect to the sale of this item/items. The Seller hereby expressly disclaims all warranties either express or implied, including any implied warranty of merchantability or fitness for a particular purpose. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item/items.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

Copyright 2000 ADP, Inc.

VIN: 1FTFW1CT[redacted] Query Status: Complete Query Date: 12/09/2017 Query Time: 07:26AM User: rbb150

Vehicle Information

VEHICLE DESCRIPTION	BODY STYLE	ENGINE
2014 F150/Mark LT	Crew Cab	3.5L V6 Gas DOHC TIVCT
TRANSMISSION	**AXLE CODE**	**ENGINE CALIBRATION**
6 Speed Automatic Trans (6R80)	L9	EF613G0N
PAINT COLOR	**RADIO**	**GROSS VEHICLE WEIGHT**
TUXEDO BLACK METALLIC	ELETR AM/FM STRO/DISC/CLK	7100
AXLE RATIO	**WHEEL SIZE**	**TIRE**
3.55 FINAL DRIVE RATIO	18X7.5" CHROME CLAD WHEEL	P265/60R18 A/S OWL
WHEEL BASE	**SYNC VERSION**	**VHR ACTIVATED**
	V4 Gen1	N

GENERAL WARRANTY INFORMATION

WARRANTY START DATE	BUILD DATE	SALE MILEAGE
01/15/2015	12/02/2013	

NO ARN MESSAGES FOUND

NO WARNING MESSAGES FOUND FOR THIS VIN

NO CAMPAIGN MESSAGE(S) FOUND

EXTENDED COVERAGES

NO ESP INFORMATION AVAILABLE

WARRANTY REPAIR HISTORY

REPAIR DATE: 10/30/2017 DEALER: AutoNation Ford Burleson

12/22/2017 09:49 8176417177 PACK N MAIL PAGE 03/05

Dealer: 02406 [redacted]
VIN: 1FTFW1CT6E[redacted] Query Status: Complete

OASIS RESULT
Query Date: 12/09/2017 Query Time: 07:26AM User: rbb150

WARRANTY CLAIM NUMBER: [redacted] ODOMETER: 042582 M
REPAIR HISTORY NOTES: ROAD TESTED TO VERIFY TRANSMISSION JERKS WHEN SLOWING DOWN AND TAKING OFF LIKE A ROLLING STOP. PERFORMED TRANSMISSION EEC TESTS, ALL PASS. INSPECTED FLUID LEVEL ANDCONDITION, ALL OK. CLEARED TRANSMISSION ADAPTIVE TABLES. PERFORMED TRANSMISSION SHIFT POINT ROAD TEST AND ADAPTIVE TRANSMISSION DRIVE CYCLE TEST TO RELEARN TRANSMISSION. FOUND TRANSMISSION SHIFTING AS DESIGNED AFTER REPAIRS. M-T

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
RECAL	ECC PROCESSOR RECAL	000	MTLEARN	04	SOFTWARE REVISION/FLASH MODULE

REPAIR DATE: 12/19/2016 DEALER: AutoNation Ford Burleson
WARRANTY CLAIM NUMBER: [redacted] ODOMETER: 028352 M
REPAIR HISTORY NOTES: PERFORMED 16S18 MASTER CYLINDER REPLACEMENT RECALL PER FORD, RETEST OK, PROPER OPERATION AT THIS TIME

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
EL3Z 2140D	CYLINDER ASY-BRK MST	001	16S24B		
PM 20		003			

REPAIR DATE: 12/14/2016 DEALER: AutoNation Ford Burleson
WARRANTY CLAIM NUMBER: [redacted] ODOMETER: 028159 M
REPAIR HISTORY NOTES: VERIFIED CUSTOMER CONCERN OF BRAKE VIBRATION, NO TSBS OR SSMS, PROCEEDED TOWORKSHOP MANUAL SECTION 206-00 NVH SYMPTOM CHART, DIRECTED TO PINPOINT TESTA, A1 YES, A4 NO, A5 YES, A6 PERFORMED BRAKE INSPECTION, FRONT PADS 8MM, MACHINED FRONT ROTORS WITH ON CAR BRAKE LATHE DUE TO EXCESSIVE RUNOUT CAUSING VIBRATION, PERFORMED ROAD TEST TO VERIFY REPAIR, RETEST OKAY, PROPER OPERATIO

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
1102	HUB & ROTOR ASY FRON	000	2001B2T	14	SURFACE ROUGH/UNEVEN
		000	2001BFA		

SYMPTOM CODE INFORMATION

805000 - NO CONCERN PRESENT - MAINTENANCE VISIT

12/22/2017 09:49 8176417177 PACK N MAIL PAGE 04/05
RQ24-005 000055 LC

[redacted]

INGS, LLC, 401 E PALACE PKWY STE 201, GRAND PRAIRIE, TX 750502342 (972) 264-9459

[redacted]

DATE & TIME OUT
12/09/2017 11:25 AM
DATE & TIME IN
12/15/2017 04:51 PM

BILLING CYCLE
24-HOUR

CAR CLASS CHARGED
PPAR

VEH #1 2018 FORD F[redacted]
VIN# 1FTEW1C58J[redacted]
LIC# JZJ9062
MILES DRIVEN 296
CAR CLASS: PPAR

CLAIM INFO
TYPE CAR: F-150
SHOP: GRAND PRAIRIE FORD, INC (SERVICE)

[redacted]

SUMMARY OF CHARGES

Charge Description	Date	Quantity	Per	Rate	Total
TIME & DISTANCE	12/09 - 12/15	7	DAY	$31.99	$223.93
REFUELING CHARGE	12/09 - 12/15				$0.00
			Subtotal:		**$223.93**
Taxes & Surcharges					
TX MOTOR VEHICLE RENTAL TAX	12/09 - 12/15			10%	$23.76
VLF REC	12/09 - 12/15	7	DAY	$1.95	$13.65
			Total Charges:		**$261.34**
Bill-To / Deposits					
DEPOSITS					($262.00)

Total Estimated Amount Due **($0.66)**

PAYMENT INFORMATION

AMOUNT PAID	TYPE	CREDIT CARD NUMBER
($0.66)	Visa	xxxxxxxxxxxx4085 PENDING
$262.00	Visa	xxxxxxxxxxxx4085

AutoNation

[redacted]

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A BRAKE MASTER CYLINDER REPLACEMENT
CAUSE:
MTIME MT16S18B
5460 WF (N/C)
1 EL3Z*2140*D CYLINDER ASY - MASTER (N/C)
3 PM*20* FLUID - BRAKE (N/C)
FC: PART#: COUNT:
CLAIM TYPE: 16S24
AUTH CODE:
5460
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
28352 16S18B 0.9 0.90 PERFORMED 16S18 MASTER CYLINDER REPLACEMENT
RECALL PER FORD, RETEST OK, PROPER OPERATION AT THIS TIME
****

B Customer requested to have Multi Point Inspection performed this visit
MULTI-A Customer requested to have Multi Point Inspection performed this visit
5460CFMPI 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
28352 GBK GBATI GTIRE DSL 0.20 MPI
****

C **Thank you for joining us in the fight against cancer. We've partnered with the BCRF to raise funds for the world's most promising research to eradicate breast cancer.100% of your donation goes to BCRF. Please visit DrivePink.com for more info**
NWD No Work Done at this time
9999 CF 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
****

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ _____ Date _____

DealerCAR [illegible] CUSTOMER COPY

[redacted]

R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A
07:24 19DEC16	11:25 19DEC16	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

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

[redacted]

WARRANTY

DEC 19 PAID

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

***SHOP SUPPLY COSTS:** We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

* WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has sold for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to the Dealership is entitled to possession of the vehicle in accordance with S. 9.608 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

CDK Global, LLC SERVICE INVOICE TYPE 2 - SITE - "LIMITED WARRANTY" - AUTONATIONS TEXAS 4498013

CUSTOMER COPY

RQ24-005 000058 LC

[redacted]

10:27 17APR17 14:23 17APR17

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	The Works Fuel Saver Package						
	WRKS			The Works Fuel Saver Package			
			2320	CFZM		17.95	17.95
	1		AA5Z*6714*A	FILTER ASY - OIL	4.50	4.50	4.50
	5		XO*5W30*DFS	OIL - ENGINE	3.50	3.50	17.50
	1		XO*5W30*DFS	OIL - ENGINE	3.50	3.50	3.50
	00099P			Perform multi-point inspection			
			2320	CFZM		0.00	0.00
	00111P			Change engine oil and replace oil filter when indicated on vehicle message center or every 12 months, whichever occurs fi			
			2320	CFZM		0.00	0.00
	00230P			Rotate tires for optimal tire life			
			2320	CFZM		0.00	0.00

PARTS: 25.50 LABOR: 17.95 OTHER: 0.00 TOTAL LINE A: 43.45

34546 A7 0.70 PERFORMED OIL/FILTER CHANGE AND TIRE ROTATION

****

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
B	VEHICLE SAFETY CONDITION INSPECTION INCLUDED						
	MULTI-I			VEHICLE SAFETY CONDITION INSPECTION INCLUDED			
			2320	CFMPI		0.00	0.00
	GBATT			GOOD BATTERY			
			2320	CFMPI		0.00	0.00
	GTIRE			TIRES ARE GOOD			
			2320	CFMPI		0.00	0.00
	GBK			BRAKE PADS MEET FACTORY MIN. SPEC			
			2320	CFMPI		0.00	0.00

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

34546 A2 GBK GBATT GTIRE DSGEN 0.20 MPI

****

ENVIRONMENTAL FEE							2.69

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

"SHOP SUPPLY COSTS: We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAR 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - AUTONATIONS TEXAS - AUSTIN

CUSTOMER COPY

[redacted]

DEL DATE	PROD DATE	WARR EXP					
15JAN15 DD			WAIT 17APR17		134.95	CASH	17APR17

R.O. OPENED	READY	OPTIONS:
10:27 17APR17	14:23 17APR17	SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A

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

[redacted]

VMC/DEBIT/AMEX

APR 17 PAID

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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*SHOP SUPPLY COSTS: We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	17.95
PARTS AMOUNT	25.50
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	2.69
TOTAL CHARGES	46.14
LESS INSURANCE	0.00
SALES TAX	2.32
PLEASE PAY THIS AMOUNT	48.46

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with s. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAP 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 8250 - "LIMITED WARRANTY" - AUTONATIONS TEXAS - 4550013

CUSTOMER COPY

[redacted]

15JAN15 DD			16:00 24MAY17		134.95	CASH	25MAY17

R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A
16:45 22MAY17	10:03 25MAY17	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES TRANSMISSION SURGES WHEN DRIVING			
A0 LABOR			
2753 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
35940 ROAD TESTED VEHICLE BUT UNABLE TO DUPLICATE CONCERN OF ENGINE SURGING. EEC TESTS PASS WITH NO DTC'S. CONTACT HOTLINE, NO SERVICE MESSAGES FOR CONCERNS.			
**********			
B Customer requested to have Multi Point Inspection performed this visit			
MULTI-A Customer requested to have Multi Point Inspection performed this visit			
2753CFMPI		0.00	0.00
GBK BRAKE PADS MEET FACTORY MIN. SPEC			
2753CFMPI		0.00	0.00
GTIRE TIRES ARE GOOD			
2753CFMPI		0.00	0.00
GBATT GOOD BATTERY			
2753CFMPI		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
35940			
GBK GTIRE GBATT			
MPI			
**********			
C CUSTOMER REQUESTS LOANER WHILE VEHICLE IS BEING WORKED ON			
S199 SUBLET			
9999 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
35924 1FTEW1CP1[redacted]			
**********			
D WASH AND VAC			
WASH WASH AND VAC			
9999 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE REVERSESIDE OF THIS REPAIR INVOICE FOR THE DEALERSHIP LIMITED WARRANTY.

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

***SHOP SUPPLY COSTS:** We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAR 2014 CDK Global, LLC SERVICE: INVOICE TYPE 2 - R2C - "LIMITED WARRANTY" - AUTONATIONS TEXAS - AMARILLO

CUSTOMER COPY

AutoNation Certified

[redacted]

R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A
16:45 22MAY17	10:03 25MAY17	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
E** AP*-Indicates you chose to use aftermarket parts (AP) for this job. AP Parts are quality parts suitable for your vehicle, but are not sourced from the vehicle manufacturer. All AP parts come with a warranty backed by AutoNation at any of our stores.			
A0 LABOR			
9999 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E:			0.00
**********			
F ALL Wheel - Balance			
MA42 ALL Wheel - Balance			
1126 CF		24.95	24.95
PARTS: 0.00 LABOR: 24.95 OTHER: 0.00 TOTAL LINE F:			24.95
35924 A6 0.60 PERFORMED 4 WHEEL BALANCE.			
**********			
ENVIRONMENTAL FEE			3.74

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

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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

***SHOP SUPPLY COSTS:** We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	24.95
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	3.74
TOTAL CHARGES	28.69
LESS INSURANCE	0.00
SALES TAX	0.31
PLEASE PAY THIS AMOUNT	29.00

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is charged or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAR 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 5202 - "LIMITED WARRANTY" - AUTONATION'S TEXAS - 080303

CUSTOMER COPY

[redacted]

15JAN15 DD			18:00 27MAY17		134.95	CASH	30MAY17
R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A					
17:02 26MAY17	16:07 30MAY17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A CUSTOMER STATES HEAVY VIBRATION WHEN DRIVING HIGHWAY SPEEDS
CAUSE: .
FS001 CUSTOMER STATES HEAVY VIBRATION WHEN DRIVING HIGHWAY SPEEDS (N/C)
5508 WF
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
5508
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
35967 C0 2.00 VERIFIED CUSTOMER CONCERN, PERFORMED ROAD FORCE BALANCE AND TIRE ROTATION, PERFORMED POST REPAIR ROAD-TEST, TRUCK NO LONGER VIBRATES AT HIGHWAY SPEEDS.

****

B MULTI POINT INSPECTION NOT COMPLETED THIS VISIT.
MULTI-N MULTI POINT INSPECTION NOT COMPLETED THIS VISIT. 0.00 0.00
6713CFMPI
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00

****

C **Thank you for joining us in the fight against cancer. We've partnered with the BCRF to raise funds for the world's most promising research to eradicate breast cancer.100% of your donation goes to BCRF. Please visit DrivePink.com for more info**
NWD No Work Done at this time 0.00 0.00
6713 CF
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

****

D AP*-Indicates you chose to use aftermarket parts (AP) for this job. AP Parts are quality parts suitable for your vehicle, but are not sourced from the vehicle manufacturer. All AP parts come with a warranty backed by AutoNation at any of our stores.
A0 LABOR

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE REVERSESIDE OF THIS REPAIR INVOICE FOR THIS DEALERSHIP'S LIMITED WARRANTY.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

SHOP SUPPLY COSTS: We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAP [redacted] CUSTOMER COPY

RQ24-005 000063 LC

[redacted]

R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD0964B ENG:3.5L_V6_CYL TRN:A
17:02 26MAY17	16:07 30MAY17	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		6713	CP		0.00		0.00

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

****

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

WARRANTY

Mike

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

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ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

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DealerCAP 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SIDE - "LIMITED WARRANTY" - AUTONATIONS TEXAS REMOVED COPY

[redacted]

R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A
07:10 05JUL17	15:14 03AUG17	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES VEHICLE STILL VIBRATING AT HIGHWAY SPEEDS			
FS001 CUSTOMER STATES VEHICLE STILL VIBRATING AT HIGHWAY SPEEDS			
5460 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
37551 B0 1.00 VERIFIED CONCERN OF VIBRATION AT HIGHWAY SPEEDS, FOUND RELATED SSM 45055, NEUTRALIZED REAR DRIVE SHAFT SUPPORT BEARING AND RETORQUED TO SPEC PER SSM, RETEST OK, PROPER OPERATION AT THIS TIME			
**********			
B VEHICLE SAFETY CONDITION INSPECTION INCLUDED			
MULTI-I VEHICLE SAFETY CONDITION INSPECTION INCLUDED			
5460CFMPI		0.00	0.00
GBK BRAKE PADS MEET FACTORY MIN. SPEC			
5460CFMPI		0.00	0.00
GTIRE TIRES ARE GOOD			
5460CFMPI		0.00	0.00
GBATT GOOD BATTERY			
5460CFMPI		0.00	0.00
DSL Declined oil change service			
5460CFMPI		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
37551 GBK GBATT GTIRE DSL 0.00 MPI			
**********			
D AP*-Indicates you chose to use aftermarket parts (AP) for this job. AP Parts are quality parts suitable for your vehicle, but are not sourced from the vehicle manufacturer. All AP parts come with a warranty backed by AutoNation at any of our stores.			
A0 LABOR			
9999 CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D:			0.00
**********			

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

WARRANTY STATEMENT AND DISCLAIMER: PLEASE SEE THE REVERSESIDE OF THIS REPAIR INVOICE FOR THE DEALERSHIP'S LIMITED WARRANTY.

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

***SHOP SUPPLY COSTS:** We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAR 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 3200 - "LIMITED WARRANTY" - AUTONATION TEXAS - PRINT

CUSTOMER COPY

RQ24-005 000065 LC

[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
15JAN15 DD			18:00 02AUG17		134.95	CASH	03AUG17

R.O. OPENED	READY	OPTIONS:
07:10 05JUL17	15:14 03AUG17	SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

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



If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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

***SHOP SUPPLY COSTS:** We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair invoice, understand that if the Dealership refinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAP 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 82C - "LIMITED WARRANTY" - AUTONATION TEXAS - HOUSTON

CUSTOMER COPY

AutoNation

[redacted]

15JAN15 DD			WAIT 06SEP17		134.95	CASH	06SEP17
R.O OPENED	READY		OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A				
07:29 06SEP17	09:24 06SEP17						

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	Oil and Filter - Change and Lube							
	MA11			Oil and Filter - Change and Lube				
		1126	CFZM				24.00	24.00
	6 XO*5W30*DFS			OIL - ENGINE		3.64	3.64	21.84
	1 AA5Z*6714*A			FILTER ASY - OIL		7.98	5.95	5.95
PARTS:	27.79	LABOR:		24.00	OTHER: 0.00	TOTAL LINE A:		51.79
	40141 A3	0.30	PERFOREMD	OIL/FILTER CHANGE				
				**********				
B	VEHICLE SAFETY CONDITION INSPECTION INCLUDED							
	MULTI-I			VEHICLE SAFETY CONDITION INSPECTION				
		INCLUDED					0.00	0.00
		1126	CFMPI					
	GBATT			GOOD BATTERY			0.00	0.00
		1126	CFMPI					
	GBK			BRAKE PADS MEET FACTORY MIN. SPEC			0.00	0.00
		1126	CFMPI					
	GTIRE			TIRES ARE GOOD			0.00	0.00
		1126	CFMPI					
PARTS:	0.00	LABOR:		0.00	OTHER: 0.00	TOTAL LINE B:		0.00
	40141 A2	GBATT	GBK	GTIRE	DSGEN 0.20 MPI			
				**********				
C	WASH AND VAC							
	WASH			WASH AND VAC			0.00	0.00
		9999	CF					
PARTS:	0.00	LABOR:		0.00	OTHER: 0.00	TOTAL LINE C:		0.00
				**********				
D	**Thank you for joining us in the fight against cancer. We've partnered with the BCRF to raise funds for the world's most promising research to eradicate breast cancer.100% of your donation goes to BCRF. Please visit DrivePink.com for more info**							
	NWD			No Work Done at this time			0.00	0.00
		1126	CF					
PARTS:	0.00	LABOR:		0.00	OTHER: 0.00	TOTAL LINE D:		0.00

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 14.99% of the total cost of labor and parts, not to exceed $59.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with s. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

Fusion AP 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - 5120 - "LIMITED WARRANTY" - AUTONATION® TEXAS CUSTOMER COPY

[redacted]

15JAN15 DD | | WAIT 06SEP17 | 134.95 CASH

R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A
07:29 06SEP17	09:24 06SEP17	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

E AP=Indicates you chose to use aftermarket parts (AP) for this job. AP Parts are quality parts suitable for your vehicle, but are not sourced from the vehicle manufacturer. All AP parts come with a warranty backed by AutoNation at any of our stores.

A0	LABOR				0.00	0.00	
	1126		CF				
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00

****

ENVIRONMENTAL FEE 3.60

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

Critical

VMC/DEBIT/AMEX

If Payment Made By Check

When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic fund transfer ("EFT") from your account or to process the payment as a check transaction. If processed as an EFT, funds may be withdrawn from your account as soon as today. You agree that you will not dispute us electronically debiting your account, so long as the amount corresponds to the amount on this invoice. In the event your check or EFT is returned unpaid for any reason, you authorize us or our agent to charge a service fee up to the maximum amount permitted by law.

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

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

*SHOP SUPPLY COSTS: We have added a charge equal to 14.98% of the total cost of labor and parts, not to exceed $58.99, to the Repair Order for shop supplies used in connection with this repair.

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DESCRIPTION	TOTALS
LABOR AMOUNT	24.00
PARTS AMOUNT	27.79
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	3.60
TOTAL CHARGES	55.39
LESS INSURANCE	0.00
SALES TAX	2.59
PLEASE PAY THIS AMOUNT	57.98

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAR 2014 CDK Global, LLC SERVICE INVOICE Type 2 - SIDC - "LIMITED WARRANTY" - AUTONATION TEXAS - 3000114

CUSTOMER COPY

RQ24-005 000068 LC

AutoNation

AN Ford Burleson-2844

850 North Burleson Blvd.

Burleson Texas 76028

(817) 426-7300

Customer information

Street:

Zip code:

Cardholder Signature

[redacted]

Transaction information

Sale

Date: 09/06/2017 5:44 PM

[redacted]

I Agree to Pay Above Total Amount According to Card Issuer Agreement (Merchant Agreement if Credit Voucher).

Merchant / Customer Copy

[redacted]

15JAN15 DD			18:00 30OCT17		134.95	CASH	30OCT17

R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A
07:17 30OCT17	14:47 30OCT17	

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

A CUSTOMER STATES VEHICLE IS SLAMMING INTO GEAR
CAUSE: .
FS001 CUSTOMER STATES VEHICLE IS SLAMMING INTO GEAR
2753 WF (N/C)
FC: PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
2753
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
42595 MTLEARN-1.0 1.00 ROAD TESTED TO VERIFY TRANSMISSION JERKS WHEN SLOWING DOWN AND TAKING OFF LIKE A ROLLING STOP. PERFORMED EEC TESTS, ALL PASS. INSPECTED FLUID LEVEL AND CONDITION, ALL OK. CLEARED TRANSMISSION ADAPTIVE TABLES. PERFORMED TRANSMISSION SHIFT POINT ROAD TEST AND ADAPTIVE TRANSMISSION DRIVE CYCLE TEST TO RELEARN TRANSMISSION. FOUND TRANSMISSION SHIFTING AS DESIGNED AFTER REPAIRS. M-TIME REQUESTED FOR TRANSMISSION ADAPTIVE DRIVE CYCLE AND RELEARN.
****

B VEHICLE SAFETY CONDITION INSPECTION INCLUDED
MULTI-I VEHICLE SAFETY CONDITION INSPECTION INCLUDED
2753 CFMPI 0.00 0.00
GBK BRAKE PADS MEET FACTORY MIN. SPEC
2753 CFMPI 0.00 0.00
GTIRE TIRES ARE GOOD
2753 CFMPI 0.00 0.00
GBATT GOOD BATTERY
2753 CFMPI 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
42595 GBK GTIRE GBATT MPI

[redacted]

15JAN15 DD		18:00 30OCT17		134.95	CASH	30OCT17
R.O. OPENED	READY	OPTIONS: SOLD-STK:EKD09648 ENG:3.5L_V6_CYL TRN:A				
07:17 30OCT17	14:47 30OCT17					

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
					donation goes to BCRF. Please visit DrivePink.com for more info**			
	DRVPNK1				**Thank you for joining us in the fight against cancer. We've partnered with the BCRF to raise funds for the world's most promising research to eradicate breast cancer. 100% of your donation goes to BCRF. Please visit DrivePink.com for more info**			
	9999		CF					
	DRVPNK				Charitable Donation	0.00		0.00
						0.00		0.00

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

****

D AP*-Indicates you chose to use aftermarket parts (AP) for this job. AP Parts are quality parts suitable for your vehicle, but are not sourced from the vehicle manufacturer. All AP parts come with a warranty backed by AutoNation at any of our stores.

AMPARTS AP*-Indicates you chose to use aftermarket parts (AP) for this job. AP Parts are quality parts suitable for your vehicle, but are not sourced from the vehicle manufacturer. All AP parts come with a warranty backed by AutoNation at any of our stores.

	9999		CF					
						0.00		0.00

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

****

WARRANTY

OCT 30 PAID

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

If Payment Made By Check

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

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ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

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

NOTICE OF WORKER'S LIEN PURSUANT TO TEXAS PROPERTY CODE s. 70.001: The undersigned, being the person who has paid for repairs to the vehicle described in this Repair Invoice, understands that if the Dealership relinquishes possession of the vehicle in return for payment via a check, money order or credit card transaction that is stopped or dishonored due to insufficient funds, no funds, or because the account does not exist or has been closed, the worker's lien continues to exist and the Dealership is entitled to possession of the vehicle in accordance with S. 9.609 of the Texas Business & Commerce Code until the amount due is paid. Customer X _____ Date _____

DealerCAP 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SIFC - "LIMITED WARRANTY" - AUTONATION'S TEXAS VERSION

CUSTOMER COPY



[redacted]

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

2/15
10/02/18

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

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

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

[redacted]

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

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

NOV 01 2018

Sherri R. Carter, Executive Officer/Clerk

By Shaunya Bolden, Deputy

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Los Angeles County Superior Court [redacted]

Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Romano Stancroff PC, 360 N. Pacific Coast Hwy., Ste. 1010, El Segundo, CA 90245 (310) 477-7990

DATE: NOV 01 2018
(Fecha)

Clerk, by SHERRI R. CARTER *(Secretario)* [redacted], Deputy *(Adjunto)*

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

[SEAL]

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

American LegalNet, Inc.
www.FormsWorkflow.com

CM-010

[redacted]

FOR COURT USE ONLY

ONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

NOV 01 2018

R. Carter, Executive Officer/clerk

y Shaunya Bolden, Deputy

CASE NUMBER:

[redacted]

CIVIL CASE COVER SHEET

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

Complex Case Designation

☐ Counter ☐ Joinder

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

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

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

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

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

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

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

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

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

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

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

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

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

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

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

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

[redacted]

NOTICE

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

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

CIVIL CASE COVER SHEET

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

American LegalNet, Inc.
www.FormsWorkflow.com

[redacted]

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

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

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

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

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

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

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

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

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

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

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

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

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

RQ24-005 000076 LC

[redacted]

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☑ YES CLASS ACTION? ☐ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 4 ☐ HOURS/ ☑ DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check <u>one</u> Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class Actions must be filed in the County Courthouse, Central District.
2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	☐ A6013 Fraud (no contract)	1., 2., 3.

[redacted]

CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort (Cont'd.)	Professional Negligence (25)	☐ A6017 Legal Malpractice	1., 2., 3.
		☐ A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	☐ A6024 Other Employment Complaint Case	1., 2., 3.
		☐ A6109 Labor Commissioner Appeals	10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction)	2., 5.
		☑ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	(2), 5.
		☐ A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
		☐ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff	2., 5., 6.
		☐ A6012 Other Promissory Note/Collections Case	2., 5.
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	☐ A6009 Contractual Fraud	1., 2., 3., 5.
		☐ A6031 Tortious Interference	1., 2., 3., 5.
		☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2.
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure	2., 6.
		☐ A6032 Quiet Title	2., 6.
		☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2., 6.
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

[redacted] CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review (Cont'd.)	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus	2., 8.
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2.
		☐ A6153 Writ - Other Limited Court Case Review	2.
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	☐ A6007 Construction defect	1., 2., 3.
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2., 9.
		☐ A6160 Abstract of Judgment	2., 6.
		☐ A6107 Confession of Judgment (non-domestic relations)	2., 9.
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		☐ A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1., 2., 8.
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance(21)	☐ A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2., 3., 9.
		☐ A6123 Workplace Harassment	2., 3., 9.
		☐ A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		☐ A6190 Election Contest	2.
		☐ A6110 Petition for Change of Name	2., 7.
		☐ A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
		☐ A6100 Other Civil Petition	2., 9.

[redacted] | E NUMBER

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE ☐1. ☑2. ☐3. ☐4. ☐5. ☐6. ☐7. ☐8. ☐9. ☐10.	[redacted]
CITY: [redacted] / STATE: / ZIP CODE:	

Item IV. *Declaration of Assignment*: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

[redacted]

Dated: October 30, 2018

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

ROMANO STANCROFF PC
Mark Romano, Esq. (SBN 244113)
Timothy Whelan, Esq. (SBN 255037)
Aliaksandra Valitskaya, Esq. (SBN 320680)
360 N. Pacific Coast Hwy., Suite 1010
El Segundo, CA 90245
[redacted]

CONFORMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

NOV 01 2018

Sherri R. Carter, Executive Officer/Clerk

By Shaunya Bolden, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

[redacted]

Plaintiff,

vs.

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

Defendants.

COMPLAINT

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

Assigned for All Purposes to the Honorable
Department

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

GENERAL ALLEGATIONS

1. Plaintiff is an individual residing in the City of [redacted]

RQ24-005 000081 LC

2. Defendant FORD MOTOR COMPANY is and was a Delaware corporation registered to do business in the State of California with its registered office in the [redacted]

3. This cause of action arises out of the sale of the vehicle in question from Central Ford Automotive in th[redacted]

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

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

6. Each Defendant whether actually or fictitiously named herein, was the principal, agent (actual or ostensible) or employee of each other Defendant and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief prayed for herein.

7. On February 10, 2018, Plaintiff purchased a 2014 Ford F-150, VIN: 1FTMF1CM[redacted] ("the vehicle").

8. Express warranties accompanied the sale of the vehicle to Plaintiff by which FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of Plaintiff's vehicle or provide compensation if there was a failure in such utility or performance.

9. The vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, various transmission defects.

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

FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act)

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

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

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

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

15. The sale of the vehicle to Plaintiff was accompanied by an implied warranty that the vehicle was merchantable. The sale of the vehicle to Plaintiff was also accompanied by Defendants' implied warranty of fitness.

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

17. Plaintiff delivered the vehicle to FORD MOTOR COMPANY authorized repair facilities for repair of the nonconformities on numerous occasions.

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

19. The defects and nonconformities rendered the vehicle unmerchantable.

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

RQ24-005 000083 LC

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

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

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

24. Plaintiff is entitled to all incidental, consequential and general damages resulting from Defendants' failure to comply with their obligations under the Act.

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

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

SECOND CAUSE OF ACTION

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

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

28. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (referred to as "Mag-Moss"), 15 U.S.C. § 2301(3).

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

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

31. In addition to the express warranty, in connection with the sale of the vehicle to Plaintiff, an implied warranty of merchantability was created under California law. The

RQ24-005 000084 LC

vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

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

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

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

35. Under the Act, Plaintiff is entitled to rescission of the contract, reimbursement of the purchase price paid for the vehicle.

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

37. Plaintiff is entitled under the Mag-Moss Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in connection with the commencement and prosecution of this action pursuant to 15 U.S.C. § 2310(d)(2) .

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;

RQ24-005 000085 LC

5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and
8. For such other and further relief as the Court deems just and proper under the circumstances.

[redacted]

Dated: 10/30/18

RQ24-005 000086 LC

EXHIBIT 1

[redacted]

[redacted]

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 11/01/2018 Sherri R. Carter, Executive Officer / Clerk of Court By: Shaunya Bolden Deputy
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below. [redacted]	

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

[redacted]	ASSIGNED JUDGE	DEPT	ROOM

Given to the Plaintiff/Cross-Complainant/Attorney of Record on 11/01/2018 (Date)

Sherri R. Carter, Executive Officer / Clerk of Court

By Shaunya Bolden, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

*Provisionally Complex Cases

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

Superior Court of California
County of Los Angeles

Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section

Consumer Attorneys
Association of Los Angeles

Southern California
Defense Counsel

Association of
Business Trial Lawyers

California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆Los Angeles County Bar Association Litigation Section◆

◆ Los Angeles County Bar Association Labor and Employment Law Section◆

◆Consumer Attorneys Association of Los Angeles◆

◆Southern California Defense Counsel◆

◆Association of Business Trial Lawyers◆

◆California Employment Lawyers Association◆

LACIV 230 (NEW)
LASC Approved 4-11
For Optional Use

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – DISCOVERY RESOLUTION		CASE NUMBER:

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.

2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.

3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:

   a. The party requesting the Informal Discovery Conference will:

      i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;

      ii. Include a brief summary of the dispute and specify the relief requested; and

      iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.

   b. Any Answer to a Request for Informal Discovery Conference must:

      i. Also be filed on the approved form (copy attached);

      ii. Include a brief summary of why the requested relief should be denied;

iii. Be filed within two (2) court days of receipt of the Request; and

iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.

c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.

d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.

e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.

4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.

5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.

   It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).

6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.

7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.

8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

_____ ➤ _____
(TYPE OR PRINT NAME) (ATTORNEY FOR PLAINTIFF)

Date:

_____ ➤ _____
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_____ ➤ _____
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_____ ➤ _____
(TYPE OR PRINT NAME) (ATTORNEY FOR DEFENDANT)

Date:

_____ ➤ _____
(TYPE OR PRINT NAME) (ATTORNEY FOR _____)

Date:

_____ ➤ _____
(TYPE OR PRINT NAME) (ATTORNEY FOR _____)

Date:

_____ ➤ _____
(TYPE OR PRINT NAME) (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION – EARLY ORGANIZATIONAL MEETING		CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following*:

   a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?

   b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");

   c. Exchange of names and contact information of witnesses;

   d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;

   e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;

   f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;

   g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;

i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "*Civil*" and then under "*General Information*").

2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "*Civil*", click on "*General Information*", then click on "*Voluntary Efficient Litigation Stipulations*".

3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.

4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME) ➢ _____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)		CASE NUMBER:

1. This document relates to:
   - ☐ Request for Informal Discovery Conference
   - ☐ Answer to Request for Informal Discovery Conference
2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. **For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.**

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:	STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER:

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.

2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:

   a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.

   b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.

3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:

The following parties stipulate:

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR PLAINTIFF)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR DEFENDANT)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

Date:

_____ (TYPE OR PRINT NAME)

➢ _____ (ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

_____ JUDICIAL OFFICER

Superior Court of California
County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKET

The person who files a civil lawsuit (plaintiff) must include the ADR information Packet with the complaint when serving the defendant. Cross-complainants must serve the ADR Information Packet on any new parties named to the action together with the cross-complaint.

There are a number of ways to resolve civil disputes without having to sue someone. These alternatives to a lawsuit are known as alternative dispute resolution (ADR).

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediations, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help resolve disputes without having to go to court.

LAADR 005 (Rev. 03/17)
LASC Adopted 10-03
Cal. Rules of Court, rule 3.221

Advantages of ADR

- Often faster than going to trial
- Often less expensive, saving the litigants court costs, attorney's fees and expert fees.
- May permit more participation, allowing parties to have more control over the outcome.
- Allows for flexibility in choice of ADR processes and resolution of the dispute.
- Fosters cooperation by allowing parties to work together with the neutral to resolve the dispute and mutually agree to remedy.
- There are fewer, if any, court appearances. Because ADR can be faster and save money, it can reduce stress.

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

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

The Most Common Types of ADR

- **Mediation**

  In mediation, a neutral (the mediator) assists the parties in reaching a mutually acceptable resolution of their dispute. Unlike lawsuits or some other types of ADR, the parties, rather than the mediator, decide how the dispute is to be resolved.

  - **Mediation is particularly effective** when the parties have a continuing relationship, like neighbors or business people. Mediation is also very effective where personal feelings are getting in the way of a resolution. This is because mediation normally gives the parties a chance to express their feelings and find out how the other sees things.

  - **Mediation may not be effective** when one party is unwilling to cooperate or compromise or when one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

- **Arbitration**

In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed. Arbitration may be either "binding" or "non-binding." Binding arbitration means the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Non-binding arbitration means that the parties are free to request a trial if they reject the arbitrator's decision.

Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

- **Mandatory Settlement Conference (MSC)**

Settlement Conferences are appropriate in any case where settlement is an option. Mandatory Settlement Conferences are ordered by the Court and are often held near the date a case is set for trial. The parties and their attorneys meet with a judge who devotes his or her time exclusively to preside over the MSC. The judge does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement.

The Los Angeles Superior Court Mandatory Settlement Conference (MSC) program is free of charge and staffed by experienced sitting civil judges who devote their time exclusively to presiding over MSCs. The judges participating in the judicial MSC program and their locations are identified in the List of Settlement Officers found on the Los Angeles Superior Court website at http://www.lacourt.org/. This program is available in general jurisdiction cases with represented parties from independent calendar (IC) and Central Civil West (CCW) courtrooms. In addition, on an ad hoc basis, personal injury cases may be referred to the program on the eve of trial by the personal injury master calendar courts in the Stanley Mosk Courthouse or the asbestos calendar court in CCW.

In order to access the Los Angeles Superior Court MSC Program the judge in the IC courtroom, the CCW Courtroom or the personal injury master calendar courtroom must refer the parties to the program. Further, all parties must complete the information requested in the Settlement Conference Intake Form and email the completed form to mscdept18@lacourt.org.

Additional Information

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

- Contact the California Department of Consumer Affairs (www.dca.ca.gov) Consumer Information Center toll free at 800-952-5210, or;
- Contact the local bar association (http://www.lacba.org/) or;
- Look in a telephone directory or search online for "mediators; or "arbitrators."

There may be a charge for services provided by private arbitrators and mediators.

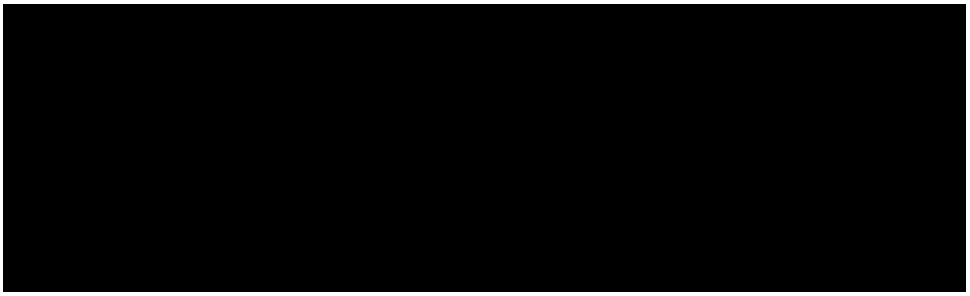
A list of approved State Bar Approved Mandatory Fee Arbitration programs is available at http://calbar.ca.gov/Attorneys/MemberServices/FeeArbitration/ApprovedPrograms.aspx#19

To request information about, or assistance with, dispute resolution, call the number listed below. Or you may call a Contract Provider agency directly. A list of current Contract Provider agencies in Los Angeles County is available at the link below.

http://css.lacounty.gov/programs/dispute-resolution-program-drp/

County of Los Angeles Dispute Resolution Program
3175 West 6th Street, Room 406
Los Angeles, CA 90020-1798
TEL: (213) 738-2621
FAX: (213) 386-3995

LAADR 005 (Rev. 03/17)
LASC Adopted 10-03
Cal. Rules of Court, rule 3.221



STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

[redacted]

Plaintiff,

NZ

v

FORD MOTOR COMPANY,
a Delaware Corporation,

Defendant,

_____/

CONSUMER LEGAL SERVICES, P.C.

[redacted]

_____/

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

COMPLAINT AND JURY DEMAND

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

1. Plaintiff is a resident of the [redacted]

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

3. On or about January 31, 2015, Plaintiff purchased a new 2014 Ford F-150, VIN 1FTFW1R69[redacted] (hereinafter referred to as "2014 F-150"), from Ray Skillman Ford (hereinafter referred to as Seller) which was manufactured by the Manufacturer (see copy of the Sales Order and Contract attached as Exhibit A).

4. Along with the sale of the 2014 F-150, Plaintiff received written warranties, extended warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties and extended warranties from the Manufacturer (a copy of the written warranty is in the possession of the Defendant).

5. Plaintiff has taken the 2014 F-150 to the Manufacturer's authorized agents/dealers on at least nine (9) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2014 F-150 include the following:

Date	Mileage	Invoice #	Complaint
04/13/15	4,616	223105	**POWER STEERING DEFECT:** Power steering is inoperable
05/05/15	7,287	09753	**ENGINE DEFECT:** Engine warning lamp on when driving, stalling at idle on startup intermittently, after stalled needed to hit throttle to get started, stumbles on acceleration, worse on acceleration to pass

Date	Mileage	Invoice #	Complaint
11/04/15	24,975	24188	**TRANSMISSION DEFECT:** Truck shifts hard from third to fourth gear when passing at highway speeds; **ELECTRICAL DEFECT:** Sirius radio will not save or alert you on saved artist; **ENGINE DEFECT:** Fluid leak appears from right suspension area; fluid leak appears from left side engine area
11/12/15	25,920	24869	**TRANSMISSION DEFECT:** Transmission is not shifting out of third, when it shows in fourth it feels like in neutral; high is not fully engaging, hearing clicking sound when attempts to switch
01/06/16	29,768	28977	**POWER STEERING DEFECT:** Power steering whining when hot, turning right or left; **ELECTRICAL DEFECT:** When starting up vehicle, seat does not transition correctly, sound is very audible
03/24/16	36,960	34912	**TRANSMISSION DEFECT:** Wrench warning comes on intermittently when driving vehicle, hesitates and has delayed harsh engagements, when light comes on sticks in third gear; **ELECTRICAL DEFECT:** Intermittently the alarm goes off by itself
04/06/16	38,259	35947	**POWER STEERING DEFECT:** Power steering very hard to turn, gets a little better if accelerating; grinding noise from rear of vehicle when driving
05/06/16	40,869	54486	**TRANSMISSION DEFECT:** Transmission issue, was towed from Ford store
05/26/16	40,869	54486	**ENGINE DEFECT:** Oil pan dip stick pan is losses

6. This cause of action arises out of Defendant's various breaches of warranties and violations of statutes as hereinafter alleged.

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

COUNT I
BREACH OF EXPRESS WARRANTY

8. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 7 as though herein fully restated and realleged.

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

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

11. The 2014 F-150 constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

12. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

13. Plaintiff's purchase of the 2014 F-150 was accompanied by an express warranty, written and otherwise offered by the Manufacturer. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer for its sale of the 2014 F-150.

14. In this express warranty, the Manufacturer warranted if certain defects were discovered within certain periods of time, the Manufacturer and/or Manufacturer's

authorized dealerships would provide repair of the 2014 F-150 free of charge to Plaintiff under specific terms as stated in the express warranty.

15. In fact, Plaintiff discovered the 2014 F-150 had defects and problems after Plaintiff purchased said vehicle as discussed above.

16. Plaintiff notified Manufacturer of the aforementioned defects.

17. Plaintiff has provided the Manufacturer with sufficient opportunities to repair or replace the 2014 F-150.

18. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

19. The Manufacturer has failed to adequately repair the 2014 F-150 and/or have not repaired the 2014 F-150 in a timely fashion, and the 2014 F-150 remains in a defective condition.

20. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2014 F-150 defects have rendered the limited warranty ineffective to the extent that the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

21. The 2014 F-150 continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

22. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2014 F-150.

23. The Manufacturer induced Plaintiff's acceptance of the 2014 F-150 by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

24. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2014 F-150 and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

25. Plaintiff alleges that as of the date of notice of breach of warranty, the 2014 F-150 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

26. The Manufacturer has refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against the Defendant:

A. For damages occasioned by the breach of the express warranty;

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

C. For incidental, consequential and actual damages;

D. For costs, interest and actual attorneys' fees;

E. To rescind the contract; and

F. For such other relief this Court deems appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

27. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 26 as though herein fully restated and realleged.

28. The Manufacturer is a "merchant" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

29. The 2014 F-150 was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer to the benefit of Plaintiff.

30. The 2014 F-150 was not fit for the ordinary purpose for which such goods are used.

31. The defects and problems hereinbefore described rendered the 2014 F-150 unmerchantable.

32. The Manufacturer failed to adequately remedy the defects in the 2014 F-150; and the 2014 F-150 continues to be in an unmerchantable condition.

WHEREFORE, Plaintiff prays for judgment against the Defendant:

A. For damages occasioned by the breach of the implied warranty;

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

C. For incidental, consequential and actual damages;

RQ24-005 000111 LC

D. For costs, interest and actual attorneys' fees;

E. To rescind the contract; and

F. For such other relief this Court deems appropriate.

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

33. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 32 as though herein fully restated and realleged.

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

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

36. The 2014 F-150 is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

37. The 2014 F-150 was manufactured, sold and purchased after July 4, 1975.

38. The express warranty given by the Manufacturer pertaining to the 2014 F-150 is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6) and (8).

39. The above-described actions (failure to repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against the Defendant:

A. For damages occasioned by the breach of the express warranty;

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

C. For incidental, consequential and actual damages;

D. For costs, interest and actual attorneys' fees;

E. To rescind the contract; and

F. For such other relief this Court deems appropriate.

COUNT IV
BREACH OF IMPLIED WARRANTY UNDER
MAGNUSON-MOSS WARRANTY ACT

40. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 39 as though herein fully stated and realleged.

41. The above-described actions on the part of the Manufacturer constitutes a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against the Defendant:

A. For damages occasioned by the breach of the implied warranty;

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

C. For incidental, consequential and actual damages;

D. For costs, interest and actual attorneys' fees;

E. To rescind the contract; and

F. For such other relief this Court deems appropriate.

COUNT V
BREACH OF CONTRACT

42. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 41 as though herein fully restated and realleged.

43. An express limited warranty, accompanied the delivery of the 2014 F-150 to Plaintiff. The limited warranty provided the Manufacturer's authorized dealers would repair or adjust certain parts found to be defective in factory-supplied materials or workmanship.

44. The limited warranty, given by the Manufacturer, created a contractual relationship between the Manufacturer and Plaintiff.

45. The Manufacturer breached the express limited warranty contract in that it has failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against the Defendant:

A. Damages incurred by Plaintiff created by Defendant's breach of contract, including all monies paid for the purchase of the 2014 F-150;

B. For incidental, consequential and actual damages;

C. For costs and expenses, interest, and actual attorneys' fees;

D. To rescind the contract; and

E. Such other relief this Court deems appropriate.

COUNT VI
RESCISSION OF CONTRACT

46. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 45 as though herein fully restated and realleged.

47. An express limited warranty, accompanied the delivery of the 2014 F-150 to Plaintiff. The limited warranty provided the Manufacturer's authorized dealers would repair or adjust certain parts found to be defective in factory-supplied materials or workmanship.

48. The limited warranty, given by the Manufacturer created a contractual relationship between the Manufacturer and Plaintiff.

49. The Manufacturer has breached the express limited warranty contract in that it failed to repair or adjust defective parts covered under the limited warranty, failed to do the same within the limited warranty coverage period, and within a reasonable time.

50. The actions of the Manufacturer has resulted in a failure of consideration justifying the rescission of the contract.

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

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

A. That this Court order a rescission of the purchase contract by refunding all monies paid by Plaintiff, and ordering Plaintiff to return the 2014 F-150 to the Defendants;

B. Damages incurred by Plaintiff created by Defendant's breach of contract, including all monies paid for the purchase of the 2014 F-150;

C. For incidental, consequential and actual damages;

D. For costs and expenses, interest, and actual attorneys' fees;

E. To rescind the contract; and

F. Such other relief this Court deems appropriate.

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

52. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 51 as though herein fully restated and realleged.

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

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

55. The 2014 F-150 is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

56. The 2014 F-150 is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

57. The express warranty given by Manufacturer, covering the 2014 F-150 is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

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

59. Plaintiff's 2014 F-150 has been subject to a reasonable number of repair attempts for the aforementioned defects:

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

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

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

61. Manufacturer's attempted repair was unsuccessful as the 2014 F-150 continues to manifest the aforementioned defects.

62. The aforementioned defects substantially impair the use or value of the 2014 F-150 to the Plaintiff and/or prevent the 2014 F-150 from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2014 F-150 with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle MCL

257.1403. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

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

D. Incidental and consequential damages;

E. For prejudgment interest;

F. To rescind the contract; and

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

COUNT VIII
REVOCATION OF ACCEPTANCE

63. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 62 as though herein fully restated and realleged.

64. Plaintiff accepted the 2014 F-150 without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

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

66. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

RQ24-005 000118 LC

67. The nonconformities substantially impaired the value of the 2014 F-150 to the Plaintiff.

68. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2014 F-150 and out-of-pocket expenses. (See copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

69. Manufacturer and Seller have nevertheless refused to accept return of the 2014 F-150 and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

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

B. For a refund of the purchase price paid by Plaintiff for the 2014 F-150;

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

D. For consequential, incidental and actual damages;

E. Costs, interest and attorneys' fees;

F. To rescind the contract; and

G. Such other relief this Court deems appropriate.

JURY DEMAND

Plaintiff demands trial by jury on all issues triable as such.

RQ24-005 000119 LC

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.



Dated: June 28, 2016

RQ24-005 000121 LC

GCQIS Report Analysis

Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	[redacted]NHL			**Received:**	11/06/2015
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2014,F150 4X4 ,RAPTOR ,CRW CAB,STYSD ,1FTFW1R69[redacted]			**Build Date:**	07/11/2014
Odometer :	24,975	**Engine:**	6.2L 16V	**Calibration:**	DF612K0A
Transmission:	6R80E	**Axle:**	4.10 LOCK	**A/C:**	YES
Dealer:	USA 01425 Hines Park Ford, Inc.			**Phone#:**	[redacted]
City:	New Hudson	**State:**	Michigan	**Country :**	USA

Originator: [redacted]

Symptom: 4 42 7 02 ST/RN/MV,MOVING,UPSHIFT QUAL,ALWAYS

Status:

VFG: V48 GOOD AUTOMATIC TRANSMISSION

Additional Symptom: HARSH 3-4

Fix: **Causal Component :**

Condition Code:

Hotliner: JDEBERR1 **Phone:** **Regn Cd:** G2 Detroit

Engineering: **Phone:** **TAR:**

Dlr Contact: [redacted] **Phone:** **Title Cde:** SW

RQ24-005 000122 LC

KOEO:

KOEC:

KOER:

Comments:

CONCER 11/06/2015 12:18PM

Web Form Data Description of Vehicle Concern: Customer states harsh shift from 3 to 4 while foot is full down on the accelerator while entering the freeway; shop foreman test drove with customer and did feel the condition but did not find it to be abnormal. Please list any diagnostics already performed: road test- checked for stored codes Parts Replaced: none Your Question: Any known issues? Customer not happy with harsh 3-4 shift

RECOMM 11/06/2015 12:18PM

Dave, It is possible the harsh shift at WOT is an adapted strategy. If there are not DTCs, it is recommended to perform the adaptive drive cycle. This is because this procedure will relearn a new strategy and may possibly correct the harsh 3-4 at WOT. Refer to the online Workshop Manual section 307-01 Automatic Transaxle/Transmission
6R80 > Diagnosis and Testing > Road Test
Adaptive Drive Cycle to perform this procedure. Once performed, verify the harsh shift is no longer present by performing a road test. If the concern is still present after the adaptive drive cycle procedure, it is possible that the harsh shift is a characteristic of the vehicle. Since the harsh shift is only occurring at WOT and not under normal load, this may be deemed as normal and no further repairs should be performed.

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

[redacted]

13-Jul-2016

Ford Proprietary, Private

Retention: None

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RQ24-005 000123 LC

GCQIS Report Analysis

Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report | Download Options

Report Detail Section : View Details | Attachments: 0

Report# :	[redacted]NHL			**Received:**	05/11/2016
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2014,F150 4X4 ,RAPTOR ,CRW CAB,STYSD ,1FTFW1R69[redacted]			**Build Date:**	07/11/2014
Odometer :	40,869 M	**Engine:**	6.2L 16V	**Calibration:**	DF612K0A
Transmission:	6R80E	**Axle:**	4.10 LOCK	**A/C:**	YES
Dealer:	USA 13952 Hines Park Lincoln, Inc.			**Phone#:**	734-453-2424
City:	Plymouth	**State:**	Michigan	**Country :**	USA

Originator: [redacted]

Symptom: 4 42 4 55 ST/RN/MV,MOVING,ENGAGE QUALITY ,FORWARD

Status:

VFG: V48 GOOD AUTOMATIC TRANSMISSION

Additional Symptom: NO 4TH, SLIPS INTO 1ST

Fix: **Causal Component :**

Condition Code:

Hotliner: CVOTH **Phone:** **Regn Cd:** G2 Detroit

Engineering: **Phone:** **TAR:**

Dlr Contact: [redacted] **Phone:** **Title Cde:** T

RQ24-005 000124 LC

KOEO: [redacted]
KOEC:
KOER:

Comments:

CONCER 05/11/2016 03:51PM ([redacted]) MSS - FCSD - TECH SVC HOTLINE

Web Form Data (110217886) Description of Vehicle Concern: no upshift into 4th and slipping and banging into 1st Please list any diagnostics already performed: found metal in pan and excessive clutch material Removed trans for disassembly found all but 1 clutch overheated, one way clutch locked and all teeth broken and rear planetary damaged Parts Replaced: none Your Question: looking at history our ford store had mad two trans repair attempts. one being an OH due to a broken output shaft if I'm reading it correctly. this is the second major internal failure of this trans cost cap directs me to repair for the component's I see damaged. any known issue I should look for or additional parts I should replace not experienced with the 6r80 trans thanks for the help

RECOMM 05/11/2016 03:51PM ([redacted]) MSS - FCSD - TECH SVC HOTLINE

Nicholas, While reviewing your cost cap, there may be a couple more things you can add. For starters, add the torque converter because there was major clutch failure and metallic debris circulation. Then, inspect the main control for sticking or scorn valves. Follow [redacted] to see if there are faults. If there is a fault with a valve, add the main control to the cost cap. Also, check the output shaft and bearing to ensure that nothing was damaged since the input shaft was damaged. If it is damaged, then add that to the cost cap. The two DTCs setting are for shift solenoid SSE and related hydraulic circuits. This would tend to indicate that the solenoid is bad and possibly a valve is sticking. But the GSB will cover that. So, update the Cost Cap and then if it continues to say repair, then repair the transmission. If it indicates replace, then consult your dealership warranty administrator to see if prior approval is necessary. If it is, then submit a separate prior approval form.

ADD-ON 05/19/2016 09:21AM ([redacted]) (FSE) MSS - FCSD - REG DETROIT-PITTS

CONTACTED THE DEALER 5/19/16 PER CRC REPRESENTATIVE RON POWELL. RON STATED THIS IS A FINAL REPAIR ATTEMPT TO THE TRANSMISSION. THE DEALER STATED THIS VEHICLE HAS A ROUSH PERFORMANCE CONVERSION WHICH WAS PERFORMED SOLD BY A ROUSH/FORD DEALER. THE TECHNICIAN FOLLOWED THE TECHNICAL ASSISTANCE CENTERS RECOMMENDATIONS AND IS REPAIRING THE TRANSMISSION. THEY ARE CURRENTLY WAITING FOR PARTS ON THE

RQ24-005 000125 LC

TRANSMISSION AND HAVE PACO INVOLVED.

ADD-ON 06/15/2016 03:51PM SCOTT MURRAY (FSE) MSS - FCSD - REG DETROIT-PITTS

CONTACTED THE DEALER FOR AN UPDATE ON THE REPAIR. THE DEALER STATED THEY ORDERED THE PARTS AND STARTED PUTTING THE TRANSMISSION BACK TOGETHER. AS THEY PUT THE TRANSMISSION BACK TOGETHER THE END PLAY MEASUREMENTS WERE OUT OF SPEC. THEY DETERMINED THE CASE DID NOT ALLOW PROPER END PLAY AND HAD TO BE REPLACED. THE REPAIR EXCEEDED COST CAP AND THEY REPLACED THE TRANSMISSION. THE DEALER REMOVED ALL THE NEW PARTS AND RETURNED THEM. THE TRANSMISSION CONCERN IS CURRENTLY REPAIRED.

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Add Comments Previous Next Save Mail Report

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Member of the

[redacted]

For Office Use			Vehicle Information	
Odometer In: 7287 Out:		Dist: IFA WAR W Prelim	14 FORD F-150 CREW CAB	
Begin: 05/05/15	Done: 05/05/15	Invoiced: 05/05/15 16:33 JH	Inservice: 01/31/15	Production: 07/11/14

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	ENGINE WARNING LAMP ON WHEN DRIVING- STALLING AT IDLE ON STARTUP INTERMITTENT- AFTER STALLED NEEDED TO HIT THROTTLE TO GET STARTED- STUMBLES ON ACCELL- WORSE ON ACCELL TO PASS- LIGHT WENT OFF ON WAY HERE BUT STILL RUNNING ROUGH				
Correction	EEC SYSTEM DIAGNOSIS - (QUICK TEST)	12650D	826	0.2	
51-1	.	12650DX1	826	0.1	
51-2	EEC SYSTEM - DIAGNOSTIC PIN POINT TEST	12650D45	826	0.3	
51-3	RELATIVE COMPRESSION/POWER BALANCE - TEST	12650D47	826	0.1	
51-4	PID RECORDER/MONITOR TEST WITH ROAD TEST	12650D81	826	0.5	
51-5	FUEL PUMP PRESSURE TEST ON VEHICLE - DIAGNOSIS	9350D	826	0.6	
Tech Notes	PERFORM IDS DIAG CODE P0171, FOLLOW PIN POINT TEST TO PERFORM A POWER BALANCE TEST AND A FUEL SYSTEM TEST AND A MONITOR ROAD TEST TO FIND ERRATIC READINGS FROM THE MAF, REMOVE THE MAF SENSOR AND CLEAN AND RETEST SYSTEM PASS. Tech 826 BABCOCK, BILL Cert#: M126871				

		Operation	Tech	Units	Amount
Concern +52	SERVICE RENTAL				
Correction	.	52	999	0.0	
	Tech 999 TECH, SUBLET				

Summary of Charges for Invoice W09753	Payment Distribution for Invoice # W09753
Estimate 0.01	

If you have any questions - please see [redacted]

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X

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PG 1 OF 1

INSTRUCTIONS ON WORK TO BE DONE

51* PAY TYPE: W
ENGINE WARNING LAMP ON WHEN DRIVING-
STALLING AT IDLE ON STARTUP
INTERMITTENT- AFTER STALLED NEEDED TO
HIT THROTTLE TO GET STARTED- STUMBLES ON
ACCELL- WORSE ON ACCELL TO PASS- LIGHT

SERVICE INSTALLED PARTS

DATE INSTALLED MO.	DAY	YR.	ACCRUED MILEAGE (TO TENTH)	ORIGINAL P.O. NUMBER

LABOR RATE

MECH	D-P	T/	DIESEL

ESTIMATE

	PARTS	LABOR	TOTAL
ORIGINAL ESTIMATE			
REVISED ESTIMATE			

REV. EST. AUTH. BY — DATE
EMPLOYEE REC. AUTH. — TIME

PARTS ☐ SAVE ☐ DISCARD — ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

REPAIRS PROPERLY COMPLETED AND CHECKED BY:

[redacted]

TRUCK

IN-SVC: 013115 PROD:071114
ODOMETER: CURRENT: 7287
AVG PER DAY: PER MONTH:

[redacted]

DIST CODE: 1FA

05/05/15 13:47:07
RO NOTE: FIRST VISIT **ESTIMATE: .01**
****PROMISED DATE: 05/05/15 TIME: 1800 ****

TAG 7522 **RO 09753** SVC ADV: 814 VIN: 1FTFW1R69[redacted]

LAST SERVICE PERFORMED RO#	DATE	MILEAGE	ADV	PARTS	LABOR

RECOMMENDED SERVICE FOR YOUR CAR

OPER	EST LABOR	EST PARTS	DESCRIPTION
Q99P	0.00	0.00	VCU REPORT

MANUFACTURER RECALL CAMPAIGNS APPLICABLE TO YOUR VEHICLE

12M02 SYNC WITH MYFORD/MYLINCOL

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[redacted]

Begin: 11/04/15	Done: 11/05/15	Invoiced: 11/05/15 16:10 DM	Inservice: 01/31/15	Production: 07/11/14

Customer Concern:

Concern 24 Correction Type: Q	PERFORM VEHICLE CHECKUP INSPECTION VEHICLE CHECKUP INSPECTION COMPLETED Tech 203 II, HADDINGTON	Operation Tech Amount Q99P 203 0.00 Subtotal TOTAL CHARGE FOR CONCERN 0.00
Concern 51 Correction Parts Type: Q	THE WORKS PACKAGE. PERFORM OIL CHANGE SERVICE WITH TIRE ROTATION AND MULTI POINT INSPECTION. THE WORKS Part Number POI Note Description FMC FL 820 S FILTER ASY - OIL 010 XO5W20BSP GOG MOTORCRAFT API Tech 203 II, WADDINGTON FP- FL820S Line Flags: NOS	Operation Tech Amount WRKS 203 * 15.00 Qty List Sell 1 7.25 7.25 7.25 7 3.54 3.54 24.78 Subtotal PARTS 7.25 GAS-OIL-GREASE 24.78 LAB-MECHANICAL 15.00 TOTAL CHARGE FOR CONCERN 47.03
Concern 52 Correction Type: Q	CHECK TRUCK SHIFTS HARD FROM 3RD TO 4 TH GEAR WHEN PASSING AT HIGHWAY SPEEDS TEST DROVE VEHICLE COULD NOT VERIFY CONCERN AT THIS TIME IDS TEST NO CODES AND NO MESSAGES IN SYSTEM Tech 871 VINCENT, WILLIA	Operation Tech Amount 52 871 0.00 Subtotal TOTAL CHARGE FOR CONCERN 0.00
Concern 53	CHECK SURUIS RADIO WILL NOT SAVE OR ALERT YOU ON SAVED ARTIST	Operation Tech Amount

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DEALER REGISTRATION NO. F146089

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[redacted]

For Office Use		Vehicle Information	
Odometer in: 24975 Out:	Dist: 1FA WAR Q W Prelim	14 FORD F-150 CREW CAB	
Begin: 11/04/15 Done: 11/05/15	Invoiced: 11/05/15 16:10 DH	Inservice: 01/31/15	Production: 07/11/14

Customer Concern

Concern 54 Correction	HINES PARK LOANER CAR . Tech 999 TECH, SUBLET	Operation Tech Units Amount 54 999 0.0
Concern +55 Correction Parts	FLUID LEAK APPEARS FROM RIGHT FRONT SUSPENSION AREA HOIST INSPECTED REPLACED LEAKING RIGHT FRONT STRUT AND RETEST OK Part Number POI Note Description FMC BL3Z 18124 J NSTK SHOCK ABSORBER ASY [redacted] Cert#: M232640 FP- BL3Z18124J	Operation Tech Units Amount 18124A 614 1.2 Qty List Sell 1
Concern +56 Correction Parts	FLUID LEAK APPEARS FROM LEFT SIDE ENGINE AREA HOIST INSPECTED FOUND POWER STEERING LEAK REPLACED LEAKING RETURN HOSE FROM GEAR TO COOLER RETEST OK Part Number POI Note Description FMC BL3Z 3A713 K NSTK TUBE ASY FMC XT 5 QH FLUID - TRANSMISSION FMC B7A 8287 AA CLAMP - HOSE Tech 614 CLAPP, TOM Cert#: M232640 FP- BL3Z3A713K	Operation Tech Units Amount 3713AC 614 0.6 Qty List Sell 1 3 1

Summary of Charges for Invoice W24188	Payment Distribution for Invoice W24188

Attention: The following Invoices also exist
CQS - CUS QL

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DEALER REGISTRATION NO. F146089

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act.
REPAIRS PROPERLY COMPLETED AND CHECKED BY:
X _____

[redacted]

Begin: 11/04/15	Done: 11/05/15	Invoiced: 11/05/15 16:10 DH	Inservice: 01/31/15	Production: 07/11/14

Customer Concern

Concern 54 Correction	HINES PARK LOANER CAR . Tech 999 TECH, SUBLET		Operation 54	Tech Units Amount 999 0.0
Concern +55 Correction	FLUID LEAK APPEARS FROM RIGHT FRONT SUSPENSION AREA HOIST INSPECTED REPLACED LEAKING RIGHT FRONT STRUT AND RETEST OK		Operation 18124A	Tech Units Amount 614 1.2
Parts	Part Number FMC BL3Z 18124 J Tech 614 CLAPP, TOM PP- BL3Z18124J	POf Note NSTK Certf: M232640	Description SHOCK ABSORBER ASY	Qty List Sell 1
Concern +56 Correction	FLUID LEAK APPEARS FROM LEFT SIDE ENGINE AREA HOIST INSPECTED FOUND POWER STEERING LEAK REPLACED LEAKING RETURN HOSE FROM GEAR TO COOLER RETEST OK		Operation 3713AC	Tech Units Amount 614 0.6
Parts	Part Number FMC BL3Z 3A713 K FMC XT 5 QM FMC B7A 8287 AA Tech 614 CLAPP, TOM PP- BL3Z3A713K	POf Note NSTK Certf: M232640	Description TUBE ASY FLUID - TRANSMISSION CLAMP - HOSE	Qty List Sell 1 3 1

Summary of Charges for Invoice W24188	Payment Distribution for Invoice W24188

Attention: The following Invoices also exist
CQS - CUS QL

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X

UCSO2004

OFFICE

Member of the
HINES PARK AUTOMOTIVE FAMILY

Hines Park FORD, INC.

56558 Pontiac Trail • New Hudson, MI 48165
Toll Free 888-440-FORD • Telephone 248-437-6700

Hines Park Ford
New Hudson (248) 437-6700

Hines Park Lincoln
Plymouth (734) 453-2424

[redacted]

Correction	TURNED FEATURE ON IN SETTINGS WAS SET TO OFF		53 614	0.00
	Tech 614 CLAPP, TOM	Cert#: M232640		
			Subtotal	
Type: Q			TOTAL CHARGE FOR CONCERN	0.00

Summary of Charges for Invoice Q24188		Payment Distribution for Invoice Q24188	
PARTS	7.25	TOTAL CHARGE	48.95
GAS-OIL-GREASE	24.78		
LAB-MECHANICAL	15.00	CASH	48.95
SUB-TOTAL	47.03		
6% TAX	1.92		
TOTAL CHARGE	48.95		

Attention: The following Invoices also exist
WAR - WARRANTY
Estimate 48.96

If you have any questions - please see [redacted]

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INSTRUCTIONS ON WORK TO BE DONE

24* PAY TYPE: Q
PERFORM VEHICLE CHECKUP INSPECTION

51 PAY TYPE: Q FLG: NOS SPG
THE WORKS PACKAGE. PERFORM OIL CHANGE
SERVICE WITH TIRE ROTATION AND MULTI
POINT INSPECTION.

52 PAY TYPE: W
CHECK TRUCK SHIFTS HARD FROM 3RD TO 4 TH
GEAR WHEN PASSING AT HIGHWAY SPEEDS

53 PAY TYPE: W
CHECK SURUIS RADIO WILL NOT SAVE OR
ALERT YOU ON SAVED ARTIST

SERVICE INSTALLED PARTS

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

LABOR RATE: MECH. | B-P | TT | DIESEL

ESTIMATE | PARTS | LABOR | TOTAL
ORIGINAL ESTIMATE
REVISED ESTIMATE
REV. EST. AUTH. BY | DATE
EMPLOYEE REC. AUTH | TIME

PARTS ☐ SAVE ☐ DISCARD — ALL PARTS NEW UNLESS SPECIFIED OTHERWISE.

[redacted]

IN-SVC: 013115 PROD: 071114
ODOMETER: LAST: 7287 CURRENT: 24975
AVG PER DAY: 73 PER MONTH: 2190

DIST CODE: 1FA

11/04/15 07:43:52
ESTIMATE: 48.96
****PROMISED DATE: 11/04/15 TIME: 1800 ****

TAG 8116 **RO 24188** SVC ADV: 504 RESV: 018 VIN: 1FTFW1R69 [redacted]

LAST SERVICE PERFORMED						RECOMMENDED SERVICE FOR YOUR CAR			
RO#	DATE	MILEAGE	ADV	PARTS	LABOR	OPER	EST LABOR	EST PARTS	DESCRIPTION
W09753	050515	7287	814			Q99P	0.00	0.00	VCU REPORT

TECH	HRS	OP CODE	DESC
826		12650D	EEC SYSTEM DIAGNOSIS -
826		12650DX	.
826		12650D4	EEC SYSTEM - DIAGNOSTIC
826		12650D4	RELATIVE COMPRESSION/PO
826		12650D8	PID RECORDER/MONITOR TE
826		9350B	FUEL PUMP PRESSURE TEST
999		52	.

MANUFACTURER RECALL CAMPAIGNS APPLICABLE TO YOUR VEHICLE

12M02 SYNC WITH MYFORD/MYLINCOL

TECH

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DEALER REGISTRATION NO. F146089

[redacted]

For Office Use			Vehicle Information	
Odometer in: 25920 Out:		Dist: 1FA WAR W Prelim	14 FORD E-150 CREW CAB	
Begin: 11/12/15	Done: 11/23/15	Invoiced: 11/23/15 10:58 DH	Inservice: 01/31/15	Production: 07/11/14

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	TRANS IS NOT SHIFTING OUT OF THIRD - WHEN IT SHOWS IN FOURTH FEELS LIKE IN NEUTRAL HAPPENING AT 35 - 40 MPH				
Correction	AUTOMATIC TRANSMISSION - DIAGNOSIS	7001D	871	0.4	
51-1	PID RECORDER/MONITOR TEST WITH ROAD TEST	7001D1	871	0.5	
51-2	AUTOMATIC TRANSMISSION - DIAGNOSTIC PIN POINT TEST	7001D45	871	0.3	
51-3	AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE	7000A	871	6.6	
51-4	.	7000A2J	871	0.3	
51-5	AUTOMATIC TRANSMISSION ASSEMBLY - OVERHAUL	7000A2	871	4.8	
51-6	AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH	7000A11	871	0.3	
51-7	AUTOMATIC TRANSMISSION MAIN CONTROL VALVE (ASSEMBLY) - OVERHAUL	7000A13	871	1.6	
Tech Notes	ROAD TEST VERIFY CONCERN OF NO THIRD GEAR ONLY 1-2 PERFORM ELECTRONIC TRANSDIAG IDS TEST HAD CODE P07AA NESS TO DIAG BY SYMPTOM NESS TO REMOVE TRANSMISSION ATTACH TO BENCH FIXTURE DISSEMBLE FOUND INTERMEDIATE SHAFT BROKEN O/D CLUTCHES BURNT DIRECT CLUTCHES AND FORWARD CLUTCHES NESS TO OVERHAUL TRANSMISSION OVERHAUL MAIN CONTROL FLUSH COOLER LINES FOUND EXCESSIVE ON FRONT PUMP AND TORQUE CONVERTER HUB REINSTALL TRANSMISSION CLEAR ADAPTIVE TRANS TABLES RELEARN ADAPTIVE STRATEGY ROAD TEST OPERATING AS DESIGNED 7F351 CC 01				

Parts	Part Number		POI	Note	Description	Qty	List	Sell
	FMC	BL3Z	7153 B	NSTK	KIT - GASKET	1		
	FMC	AL3Z	7B164 C	NSTK	PLATE ASY - DRIVE	5		
	FMC	6L2Z	7B164 B	NSTK	PLATE ASY - DRIVE	5		
	FMC	6L2Z	7B442 BA	NSTK	DRIVEN PLATE - STEEL	5		
	FMC	9L3Z	7B164 C	NSTK	PLATE ASY - DRIVE	6		
	FMC	6L2Z	7B442 AA	NSTK	DRIVEN PLATE - STEEL	7		

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X

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DEALER REGISTRATION NO. F146089

[redacted]

Parts	Part Number		PO#	Note	Description	Qty	List	Sell
	FMC FL3Z	7A103 C		NSTK	PUMP ASY - OIL	1		
	FMC BL3Z	7A098 A			SCREEN ASY	1		
	FMC XT	10 QLVC		INSP	OIL - AUTOMATIC TRAN	10		
	FMC AL3Z	7F351 B		NSTK	*SHAFT - INTERMEDIAT	1		
	FMC BR3Z	7902 BF		NSTK	*CONVERTER ASY	1		
	010 DYE				DYE	1		
	Tech 871 [redacted]							
	FP- BR3Z7902BF							

Concern 52	4 HIGH IS NOT FULLY ENGAGING - HEARING CLICKING SOUND WHEN ATTEMPTS TO SWITCH	Operation	Tech	Units Amount
Correction	ROAD TESTED AND VERIFIED CONCERN. HOIST INSPECTED PERFORM 4X4 DIAG. CK FOR CODES NO CODES. PERFORM PINPOINT TEST TO PERFORM A SMOKE TEST FOUND A LEAK AT THE RIGHT FRONT IWE. ACCESSED THE RIGHT FRONT WHEEL REPLACED IWE. RETEST OK AFTER REPAIR	7453D	614	0.5
52-1	.	7453D45	614	0.3
52-2	.	7453D6	614	0.5

Parts	Part Number		PO#	Note	Description	Qty	List	Sell
	FMC 7L1Z	3C247 A			ACTUATOR ASY	1		

[redacted]

Summary of Charges for Invoice [redacted]	Payment Distribution for Invoice [redacted]

Attention: Other Repair Orders on this vehicle:
RO: 24188 Opened: 11/04/15 CUS - 11/19/15 (*) CQS - 11/05/15 (*) WAR - 11/19/15 (*)

Estimate 0.01

If you have any questions - please see [redacted]

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Plymouth (734) 453-2424

[redacted]

Begin: 01/06/16	Done: 01/11/16	Invoiced: 01/11/16 15:16 MF	Inservice: 01/31/15	Production: 07/11/14

Customer Concern

Concern 51
Correction

POWER STEERING WHINNING WHEN HOT, TURNING RIGHT OR LEFT
HOIST INSPECTION FOUND LEAK AT POWERSTEERING PRESSURE FITTING TO POWERSTEERING PUMP REPLACED POWERSTEERING PRESSURE LINE RETEST STILL PRESENT REPLACED POWERSTEERING PUMP RETEST OK
PRESSURE HOSE-POWER STEERING - REPLACE

Operation	Tech	Units	Amount
3674A	614	0.9	
3719A	614	0.8	

51 - 1
Parts

Part Number	POf	Nafg	Description	Qty	List	Sell
FMC BL3Z 3A719 D		NSTK	HOSE ASY	1		
FMC BL3Z 3A696 A		NSTK	PUMP ASY - POWER STE	1		
FMC XT 5 QM			FLUID - TRANSMISSION	3		

Tech 614 CLAPP, TOM Cert#: H232640
FP- BL3Z3A696A

Concern 52
Correction

HPF SERVICE RENTAL CAR USAGE
.
Tech 999 TECH, SUBLET

Operation	Tech	Units	Amount
52	999	0.0	

Summary of Charges for Invoice W28977 | **Payment Distribution for Invoice W28977**

Attention: The following Invoices also exist
CUS - CUSTOMER
Estimate 0.10

If you have any questions - please see [redacted].

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X

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DEALER REGISTRATION NO. F146089

[redacted]

Begin: 01/06/16	Done: 01/11/16	Invoiced: 01/11/16 15:16 MF	Inservice: 01/31/15	Production: 07/11/14

Customer Concern

Concern 53	C/S THAT WHEN STARTING UP VEHICLE SEAT DOES NOT TRANSITION CORRECTLY - SOUNDS IS VERY AUDIBLE	Operation	Tech / Amount
Correction	COULD NOT VERIFY CONCERN AT THIS TIME	53	614 0.00
	Tech 614 CLAPP, TOM Cert#: [redacted]	Subtotal	
Type: C		TOTAL CHARGE FOR CONCERN	0.00

Summary of Charges for Invoice C28977		Payment Distribution for Invoice C28977	
TOTAL CHARGE	0.00	CASH	0.00
		TOTAL CHARGE	0.00

Attention: The following Invoices also exist
WAR - WARRANTY

If you have any questions - please see [redacted]

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X

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[redacted]

Odometer In: 36960 Out:	Dist: 1FA WAR Q W *Prelim	14 FORD F-150 CREW CAB	
Begin: 03/24/16 Done: 03/29/16	Invoiced: 03/29/16 13:12 AH	Inservice: 01/31/15	Production: 07/11/14

Customer Concern

		Operation	Tech	Units	Amount
Concern 53	$99.00 MESSAGE CENTER HAS WRENCH WARNING COMES ON INTERMITTENTLY WHEN DRIVING VEHICLE HESITATES AND HAS DELAYED HARSH ENGAGMENTS - WHEN LIGHT COMES ON STICKS IN 3RD GEAR-				
Correction	AUTOMATIC TRANSMISSION - DIAGNOSIS	7001D	871	0.4	
53-1	AUTOMATIC TRANSMISSION - DIAGNOSTIC PIN POINT TEST	7001D45	871	0.3	
53-2	PID RECORDER/MONITOR TEST WITH ROAD TEST	7001D1	871	0.5	
53-3	AUTOMATIC TRANSMISSION GASKET OR OIL PAN - REMOVE AND INSTALL OR R	7191A	871	1.7	
53-4	.	MT7G484	871	0.0	
Tech Notes	VERIFY CONCERN OF WRENCH LIGHT ON WOULD NOT SHIFT OUT OF 3RD GEAR PERFORM IDS TEST HAD CODE P0774 P0773 NESS TO PERFORM PINPOINT TEST A1-A8 NESS TO REMOVE MAIN CONTROL REPLACE SOLENOID E AND INSTALL FOAM SEAL ON SOLENOID CONNECTOR REINSTALL MAIN CONTROL REFILL WITH FLUID ROAD TEST OPERATING AS DESIGNED 7G484 CC 42				

Parts	Part Number	POf	Note	Description	Qty	List	Sell
	FMC FL3Z 14B167 A		NSTK	INSERT	1		
	FMC AL3Z 7G484 B		NSTK	SOLENOID ASY	1		
	FMC XT 10 QLVC		INST	OIL - AUTOMATIC TRAN	10		
	Tech 871 VINCENT, WILLIA						
	PP- XT10QLVC						
	Line Auth: CHRISTAD 03/25/16 11:56						

		Operation	Tech	Units	Amount
Concern 54	SERVICE RENTAL CAR USAGE				
Correction	.	54	999	0.0	
	Tech 999 TECH, SUBLET				
	Line Auth: CHRISTAD 03/28/16 10:15				

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CUSTOMER

LINCOLN
DEALER REGISTRATION NO. F102094

HINES PARK LINCOLN, INC.

40601 Ann Arbor Road
PLYMOUTH, MICHIGAN 48170
Telephone (734) 453-2424
www.hinespark.com

Member of the
HINES PARK AUTOMOTIVE FAMILY

Hines Park Lincoln
Plymouth (734) 453-2424

Hines Park Ford
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[redacted]

Odometer In: 40869 Out:		Dist: 1FA WAR C W Prelim	14 FORD F-150 CREW CAB
Begin: 05/06/16	Done: 05/26/16	Invoiced: 05/26/16 15:49 AS	Inservice: 01/31/15

Customer Concern

		Operation	Tech	Units	Amount
Concern 51	CHECK AND ADVISE FOR A TRANSMISSION ISSUE, WAS TOWED FROM FORD STORE.				
Correction	ROADTESTED FOUND NO 3-4 SHIFT, SELFTESTED GOT DTC'S P0702; P0771 AND P0984 PERFORMED TRANS DIAG FOUND METAL IN PAN R&R TRANS DISASSEMBLED FOUND NUMEROUS DAMAGED COMPONENTS PERFORMED COST CAP STATED TO REPAIR ORDERED PARTS CONTACTED PACO AS PART NUMBER FOR CENTER SUPPORT NOT GOOD, RECEIVED PARTS	7001D	530	0.4	
51 - 1	AUTOMATIC TRANSMISSION - DIAGNOSTIC PIN POINT TEST	7001D45	530	0.3	
51 - 2	AUTOMATIC TRANSMISSION ASSEMBLY - REMOVE AND INSTALL OR REPLACE	7000A	530	6.5	
51 - 3	POST ROAD TEST	7000AXQ	530	0.2	
51 - 4	EXTRA TIME TO MOUNT TRANSMISSION TO BENCH FIXTURE	7000AZJ	530	0.4	
51 - 5	AUTOMATIC TRANSMISSION OIL COOLER AND/OR COOLER LINES - FLUSH	7000A11	530	0.6	
51 - 6	PARTIAL OVERHAUL OF TRANS. NECESSARY TO TEAR DOWN PERFORM COST CAP ANALYSIS. INSTRUCTED TO REPAIR. AFTER ASSEMBLY OF SUBASSEMBLYS MEASUREMENTS WERE TAKEN AND FOUND THE CASE WAS OUT OF SPEC. PERFORM COST CAP AND DETERMINED TO REPLACE TRANSMISSION. REMOVE PCM AND SEND TO ROUSH FOR REPROGRAM	MT7000	530	5.9	
Tech Notes	CENT SOPORT MISSING PISTONS PART NUMBER NOT GOOD RECONTACTED PACO, PART ORDERED REBUILT SUB ASSEMBLES ASSEMBLED TRANS FOUND ENDPLAY OUT OF SPEC UNABLE TO CORRECT CASE PUT COST CAP OVER ORDERED TRANS INSTALLED FLUSHED COOLER.NEEDED TO REPROGRAM PCM FOR NEW SOL ID, TRUCK HAS ROUSH TUNE CONTACTED ROUSH TECH ASSISTANCE WAS TOLD TO PCM WOULD NEED TO BE RECLABRATED BY ROUSH TO AVOID ENGINE DAMAGE. REMOVED INTERCOOLER				

Parts	Part Number		POI	Note	Description	Qty	List	Sell
	PMC BL3Z	7153 B		NSTK	*KIT - GASKET	1		

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ALL PARTS NEW
UNLESS
SPECIFIED OTHERWISE

X
CUSTOMER SIGNATURE

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LINCOLN

DEALER REGISTRATION NO. F102094

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[redacted]

Parts	Part Number	PO#	Note	Description	Qty	List	Sell
	FMC BL3Z 7000 H		NSTK	*AUTOMATIC TRANSMISS	1 S		
	FMC BL3Z 7000 H		CORE	CORE CHG *	1		
	FMC BL3Z 7000 H		CORE	CORE CRD *	-1 C		
	010 MINTRANSALLOWANCE			**********	1 B		
	Tech 530 PEBLEY, NICK			Cert#: M247345			
	FP- :BL3Z7000H						

Summary of Charges for Invoice [redacted]

Payment Distribution for Invoice [redacted]

* This Part Has A Core Charge Until Used Part Is Returned

If you have any questions - please see [redacted]

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ALL PARTS NEW
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SPECIFIED OTHERWISE

X _____
CUSTOMER SIGNATURE

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CUSTOMER



The Law Offices of Douglas D. Law, Esq.
Douglas D. Law, SBN: 110829
12520 High Bluff Dr., Suite 360
San Diego, California 92130
TELE: (858) 704-8110
FAX: (858) 704-7954

Attorneys for Plaintiffs

FILED AUG 31 2015
MERCED SUPERIOR COURT
Shelly Cromie
By: _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MERCED

CIVIL DIVISION

[redacted] AND

Plaintiffs,

v.

FORD MOTOR COMPANY, a corporation; SANTOS FORD, INC., a corporation; and DOES 1 through 10, inclusive,

Defendants.

DAMAGES:

1. VIOLATION OF THE SONG - BEVERLY CONSUMER WARRANTY ACT
2. VIOLATION OF MAGNUSON - MOSS WARRANTY ACT
3. NEGLIGENT REPAIR

Plaintiffs [redacted] allege as follows against defendants on information and belief, formed after an inquiry reasonable under the circumstances:

GENERAL ALLEGATIONS

1. Plaintiff David Hadley is an individual residing in the City of [redacted]

2. Plaintiff [redacted] is an individual residing in the [redacted]

3. Defendant Ford Motor Company is and was a corporation doing business in the State of California, in the City of Los Banos , County of Merced.

4. Defendant Santos Ford, Inc. is and was operating as an automobile

RQ24-005 000141 LC

dealership, doing business in the State of California, in the City of Los Banos, County of Merced.

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

6. All acts of defendants' employees as alleged were authorized or ratified by an officer, director or managing agent of the defendant employer.

7. Each defendant whether actually or fictitiously named herein, was the principal, agent (actual or ostensible) or employee of each other defendant and in acting as such principal or within the course and scope of such employment or agency, took some part in the acts and omissions hereinafter set forth by reason of which each defendant is liable to plaintiffs for the relief prayed for herein.

8. On September 21, 2014 plaintiffs purchased a new 2014 Ford F-150, vehicle identification number: 1FTFW1R[redacted] (the "vehicle") from Santos Ford, Inc. Defendants' express warranties accompanied the sale of the vehicle to plaintiffs by which defendants undertook to preserve or maintain the utility or performance of plaintiffs' vehicle or provide compensation if there was a failure in such utility or performance.

9. The vehicle was delivered to plaintiffs with material defects and nonconformities to warranty and developed other material defects and nonconformities to warranty including, but not limited to: defective fog lamps; 4x4 disengages; defective front deferential; defective steering pump; nonstart condition; front end noise; and defective drive shaft.

RQ24-005 000142 LC

FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act)

10. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 9, inclusive, of this Complaint.

11. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et. seq.*, the vehicle constitutes "consumer goods" purchased primarily for family or household purposes and plaintiffs have used the vehicle primarily for those purposes.

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

13. Defendant Ford Motor Company is a "manufacturer" and/or "distributor" under the Act.

14. Defendant Santos Ford, Inc. is a "seller" and "retailer" under the Act.

15. In addition to the express warranties, the sale of the vehicle to plaintiffs was accompanied by an implied warranty that the vehicle was merchantable and was also accompanied by defendants' implied warranty of fitness.

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

17. Plaintiffs delivered the vehicle to defendants for repair of the nonconformities on numerous occasions.

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

19. Notwithstanding plaintiffs' entitlement, defendants have refused plaintiffs' demands for a refund or replacement.

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

21. Plaintiffs are also entitled to revoke acceptance of the vehicle which plaintiffs have done reasonably and timely.

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

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

24. Plaintiffs are entitled under the Act to recover as part of the judgment a sum equal to the aggregate amount of costs and expenses, including attorneys' fees, reasonably incurred in connection with the commencement and prosecution of this action.

25. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that the defendants have willfully failed to comply with their obligations under the Act.

SECOND CAUSE OF ACTION

(Violation of the Magnuson-Moss Warranty Act)

26. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 25, inclusive, of this Complaint.

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

28. Defendants are "suppliers" and "warrantors" as defined in the Warranty Act, 15 U.S.C. § 2310(4) and (5). Plaintiffs are informed and believe and thereupon allege that Does 1 through 10 are "suppliers" and "warrantors" as defined in the Warranty Act.

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

30. Under California law there was created in connection with the sale of the vehicle an implied warranty of merchantability.

31. Defendants' failure to provide the vehicle to plaintiffs free of defects and to repair or replace the vehicle constitutes a breach of the express and implied warranties covering the vehicle and hence violations of the Warranty Act.

RQ24-005 000144 LC

32. Plaintiffs have performed all things agreed by and required of plaintiffs under the sale contract and warranties, except as may have been excused or prevented by the conduct of defendants.

33. As a direct and proximate result of the acts and omissions of defendants, plaintiffs have been damaged in an amount which will be shown according to proof at trial.

34. Under 15 U.S.C.§2310(d)(2), plaintiffs are entitled to recover as part of the judgment, costs and expenses of the suit including reasonable attorneys' fees based on actual time expended. Plaintiffs have incurred and continue to incur legal fees, costs and expenses in connection with the commencement and prosecution of this action.

THIRD CAUSE OF ACTION

(Negligent Repair - Against Defendant Santos Ford, Inc. Only)

35. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 34, inclusive, of this Complaint.

36. Defendant Santos Ford, Inc. owed a duty to plaintiffs to use ordinary care and skill in storage, preparation and repair of the vehicle in accord with industry standards. Defendant, in failing to properly store, prepare and repair the vehicle, breached that duty of ordinary care and skill.

37. Defendant's negligence was a proximate cause of plaintiffs' damages.

WHEREFORE, plaintiffs pray for judgment against defendants, as follows:

1. For general, special and actual damages according to proof at trial;
2. For rescission of the sale contract and restitution of all monies expended;
3. For incidental and consequential damages according to proof at trial;
4. For a civil penalty in the amount of two times plaintiffs' actual damages;
5. For prejudgment interest at the legal rate;
6. For reasonable attorneys' fees and costs of suit; and

RQ24-005 000145 LC

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

DATED: August 27, 2015

The Law Offices of Douglas D. Law, Esq.
Attorneys for Plaintiffs

[redacted]

RQ24-005 000146 LC



CT Corporation

Service of Process Transmittal

05/23/2018

[redacted]

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

RE: **Process Served in Pennsylvania**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [redacted] vs. Ford Motor Company, Dft.

DOCUMENT(S) SERVED: Letter, Attachment(s), Notice(s), Complaint, Verification(s), Exhibit(s)

COURT/AGENCY: [redacted]

NATURE OF ACTION:

ON WHOM PROCESS WAS SERVED:

DATE AND HOUR OF SERVICE:

JURISDICTION SERVED :

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

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

ACTION ITEMS: CT has retained the current log, Retain Date: 05/23/2018, Expected Purge Date: 05/28/2018

Image SOP

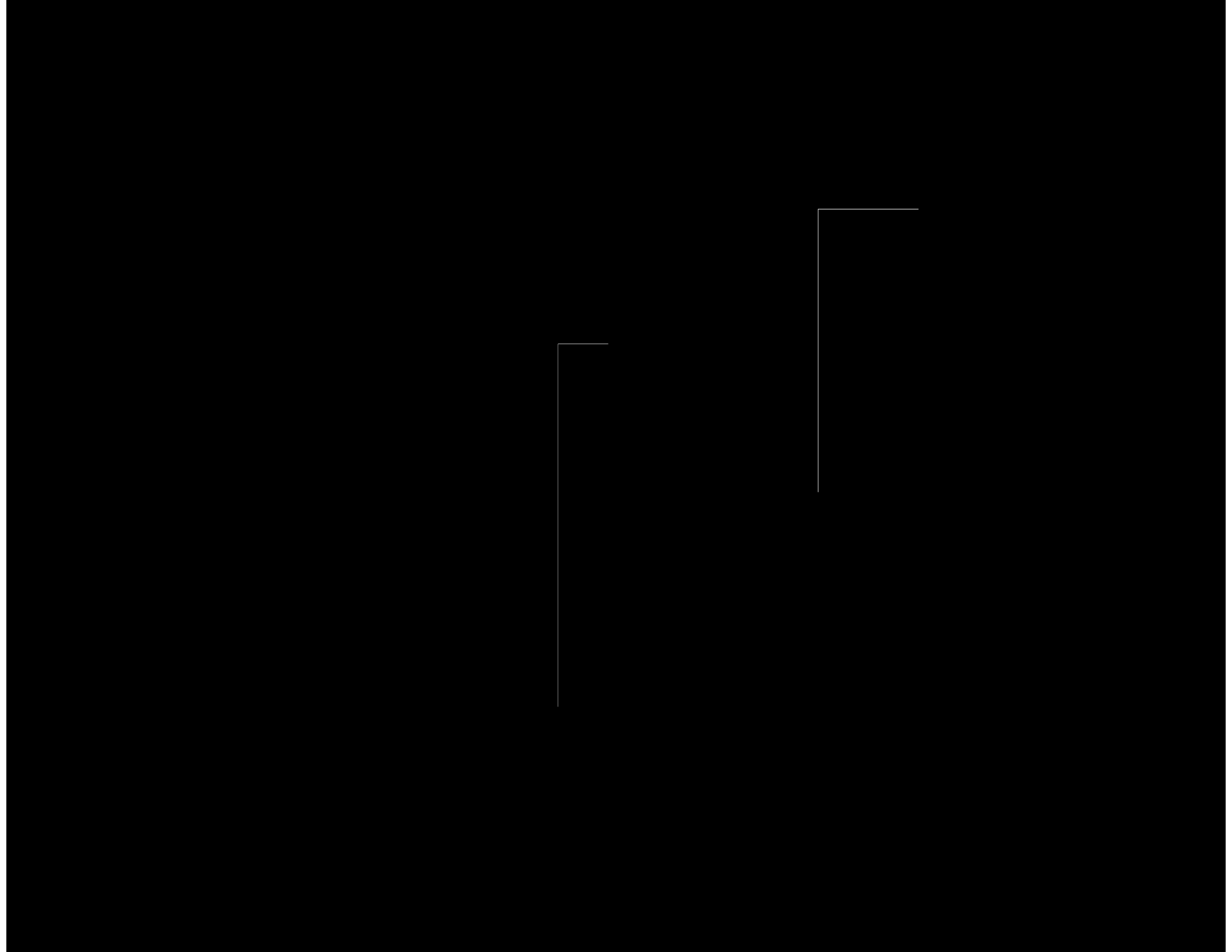
Email Notification, Chris Dzbanski cdzbansk@ford.com

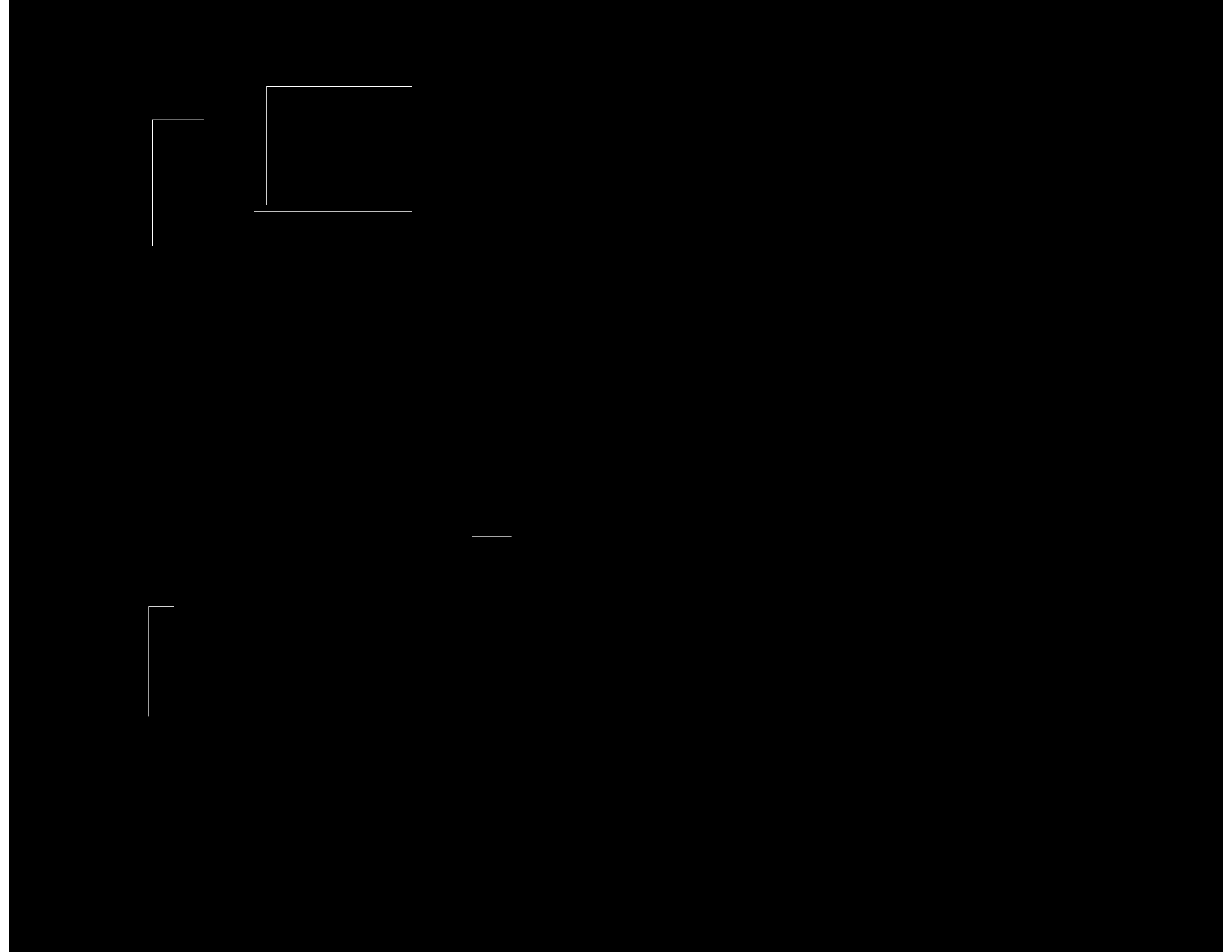
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

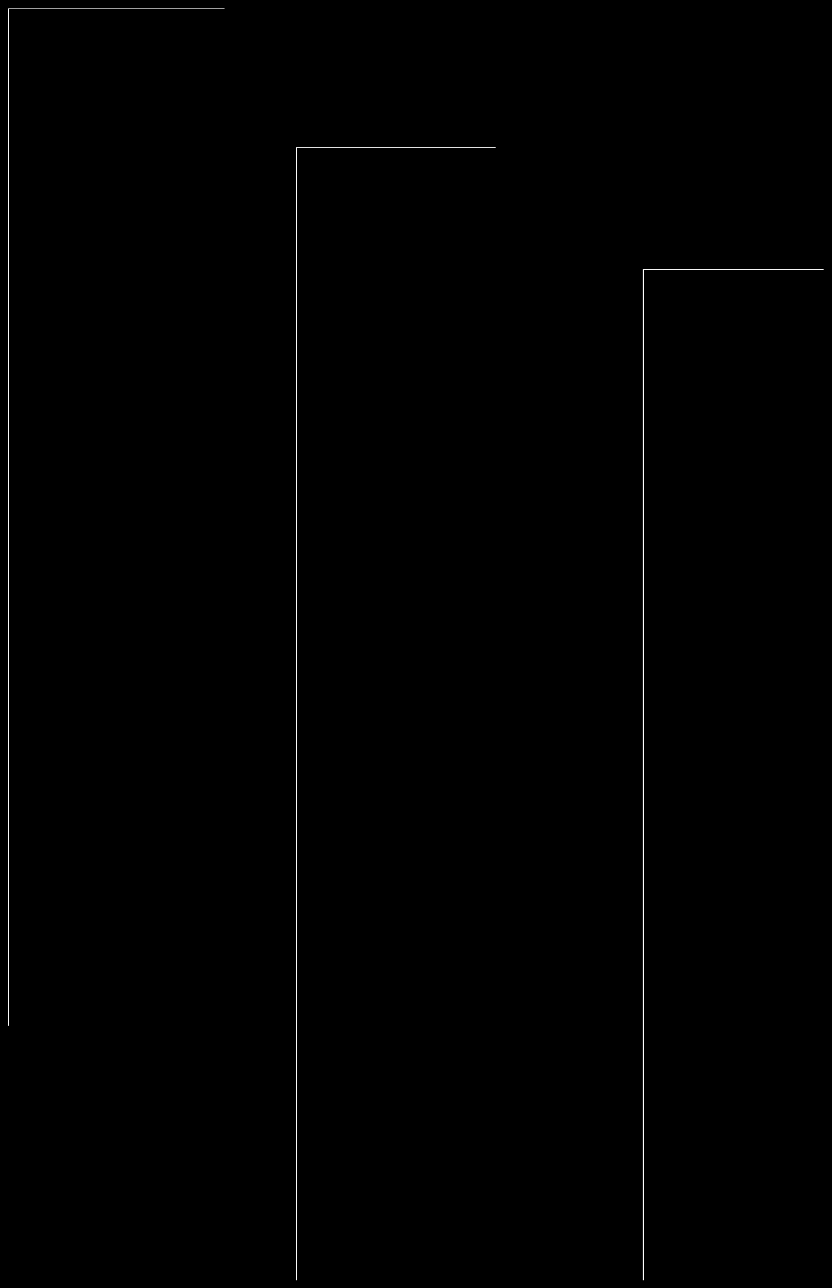
SIGNED: CT Corporation System
ADDRESS: 600 N. 2nd St., Ste 401
Harrisburg, PA 17101-1071

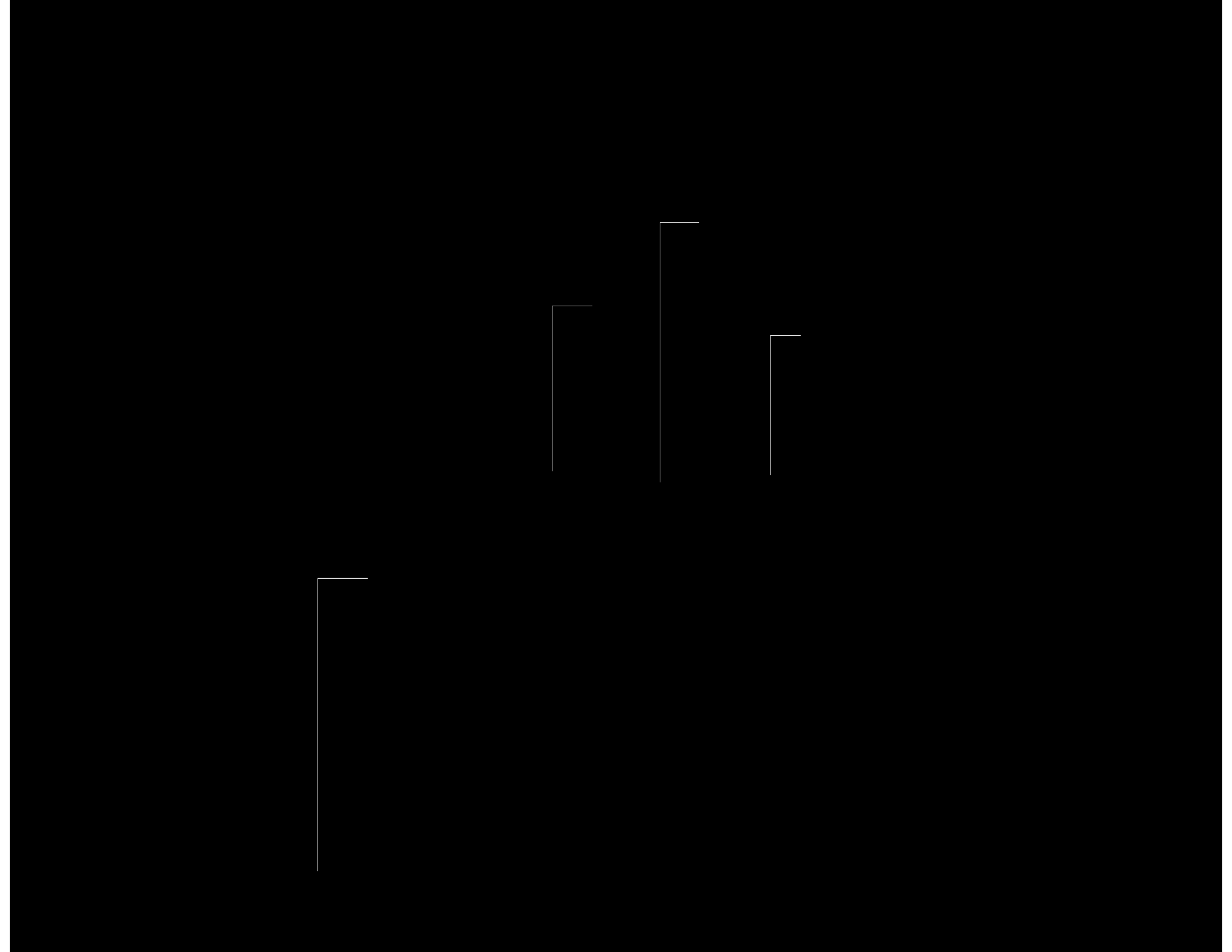
TELEPHONE: [redacted]

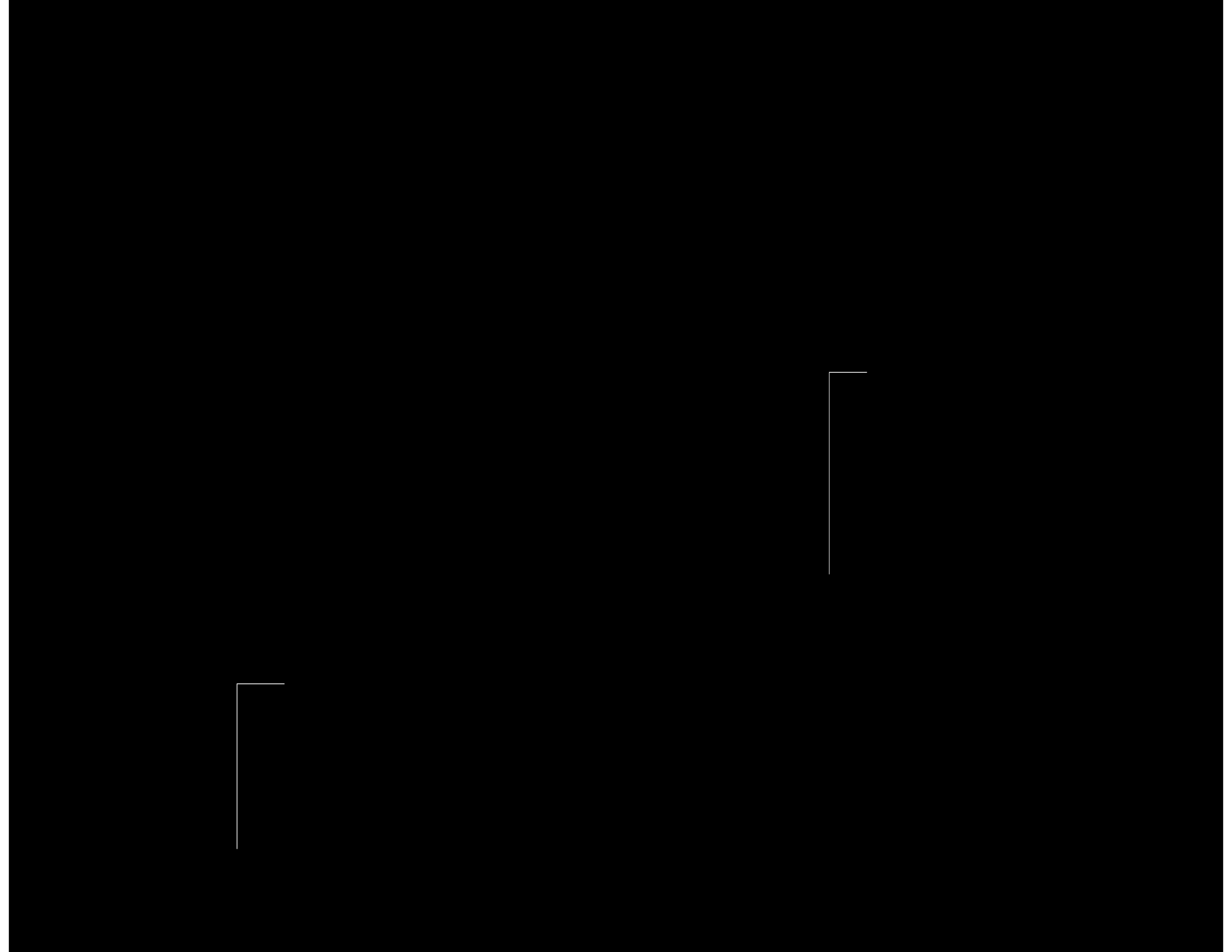
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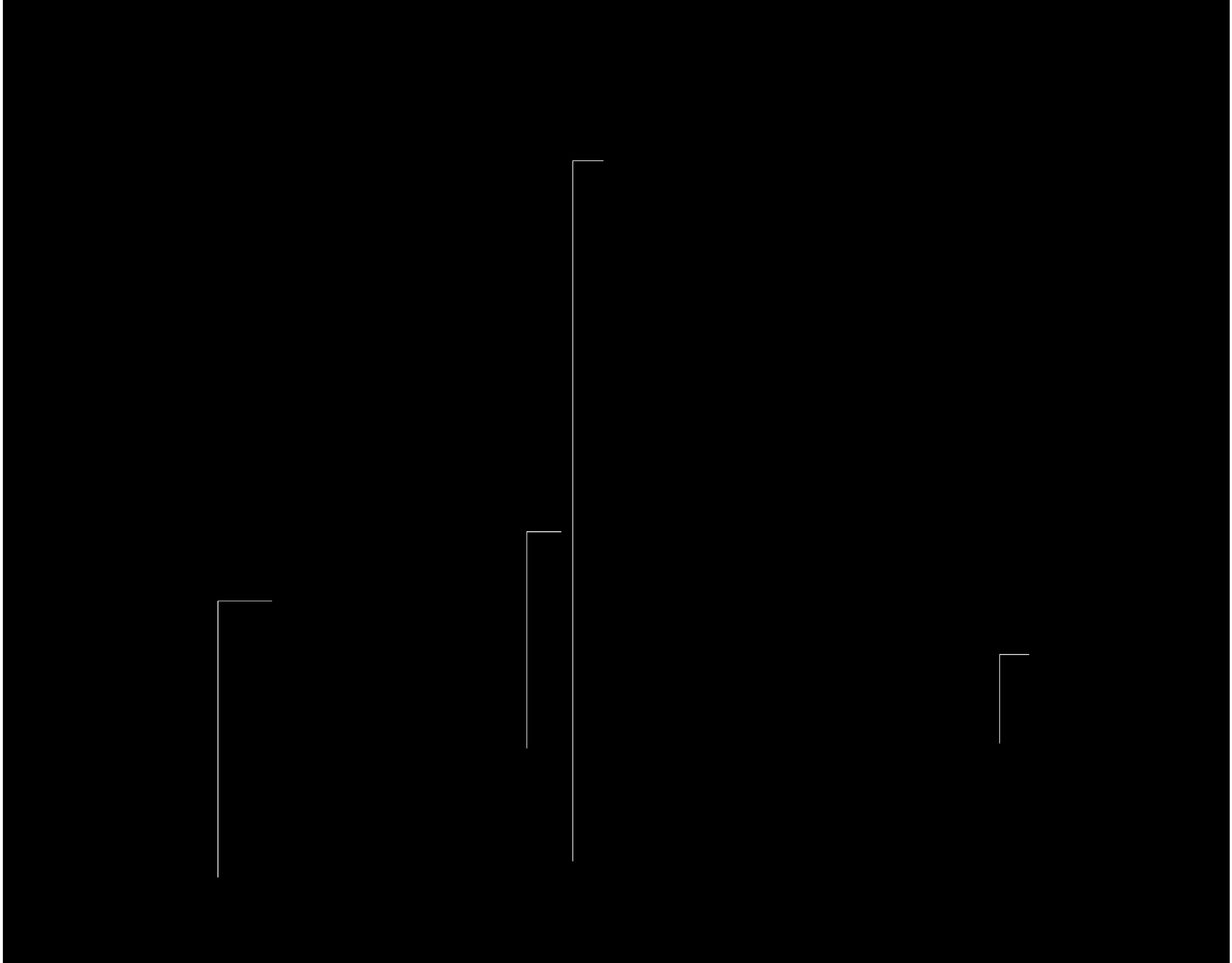


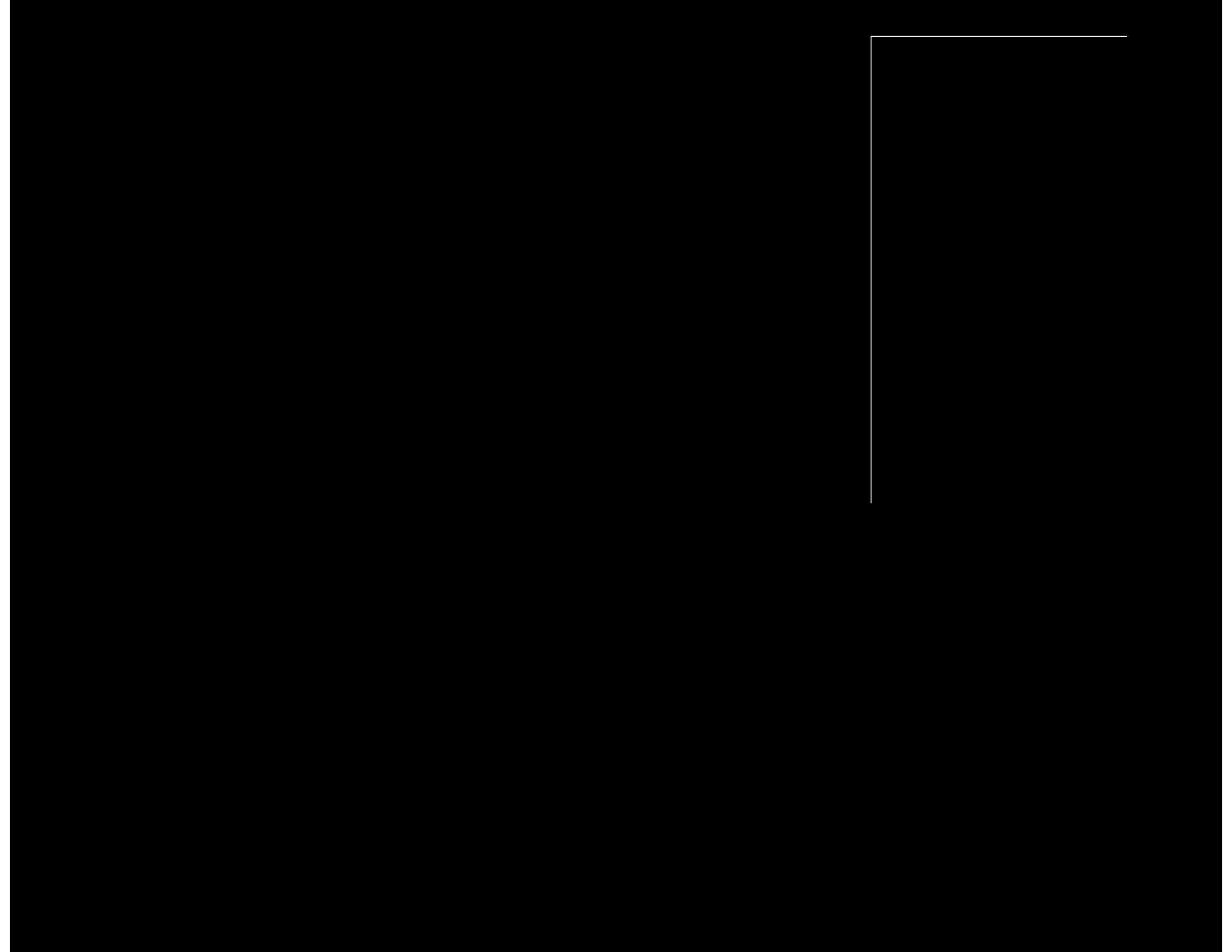


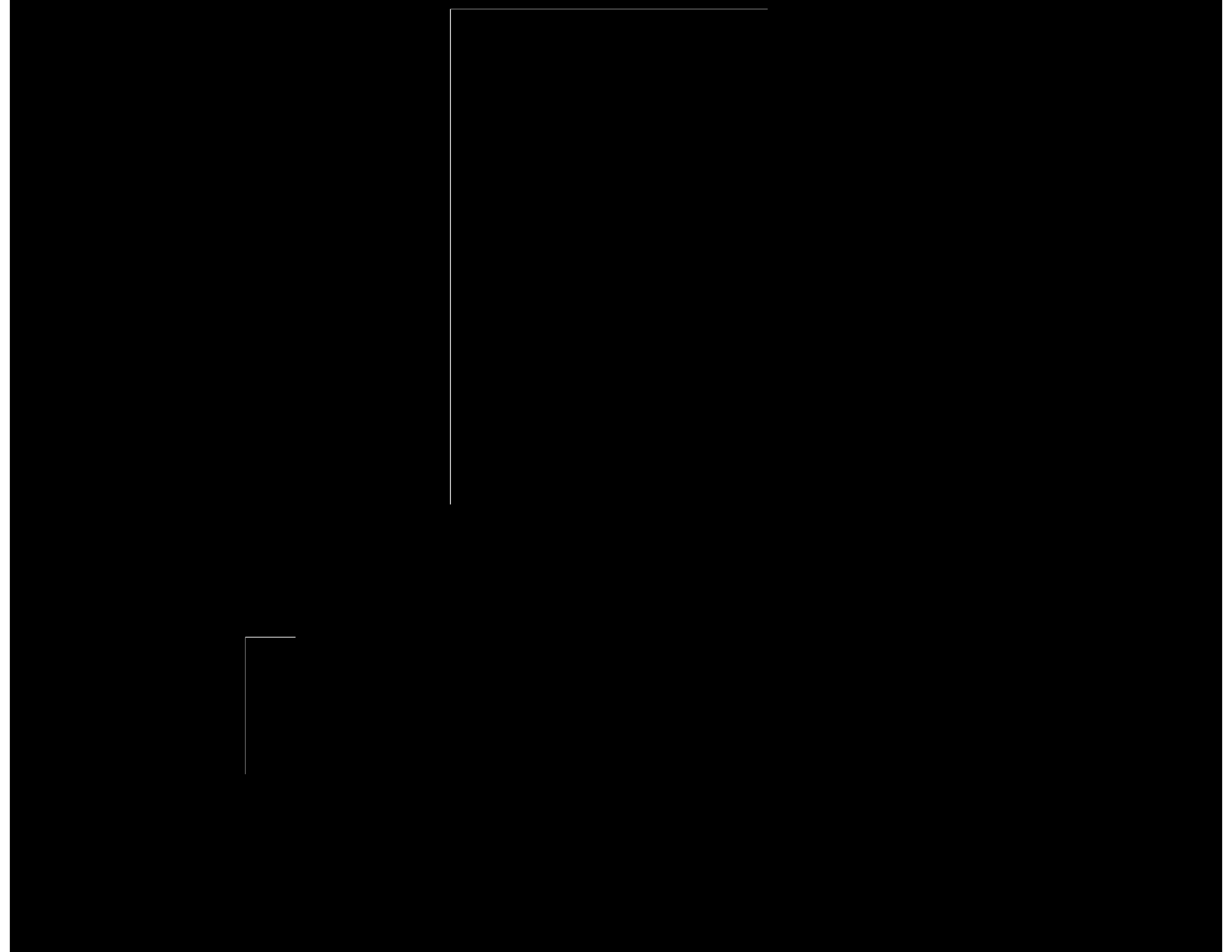


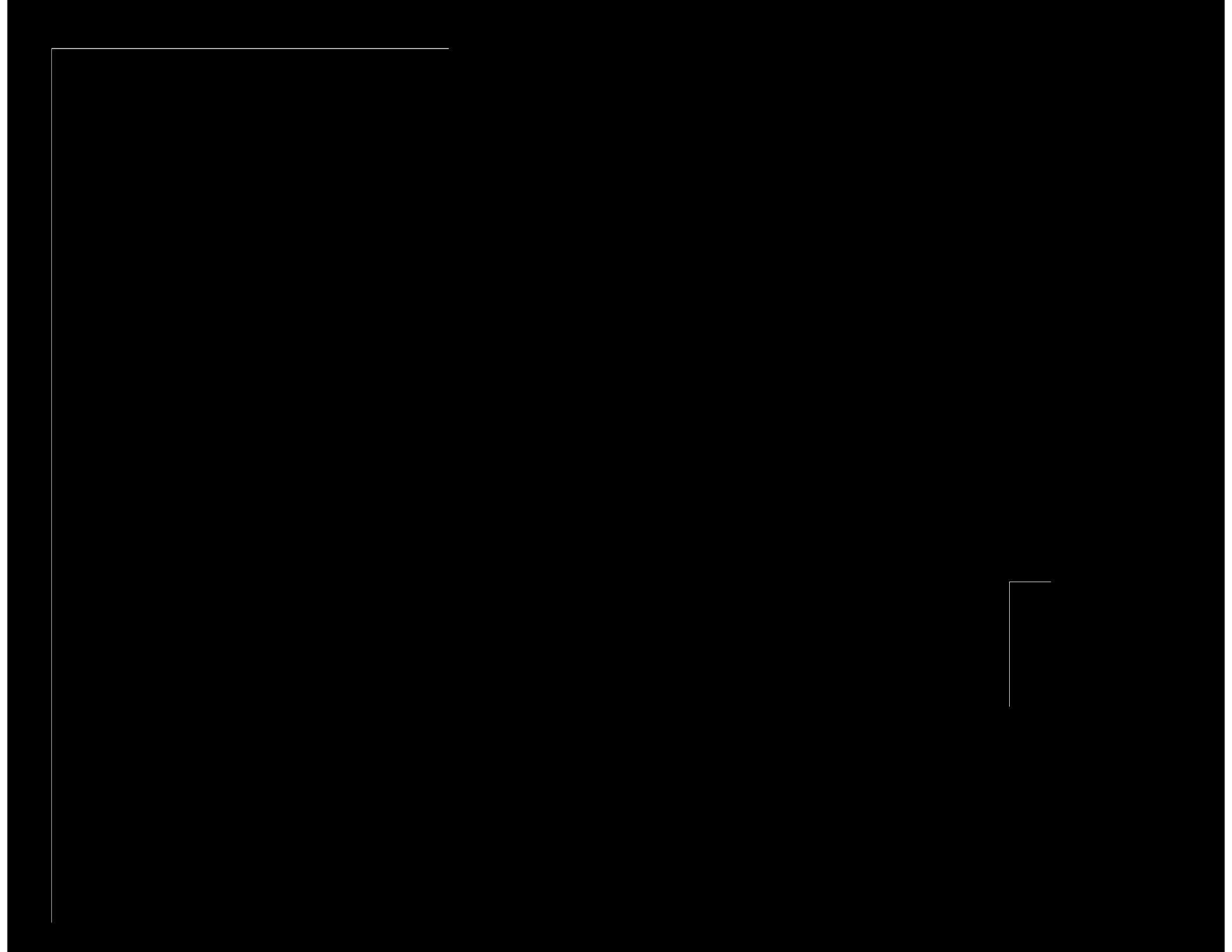


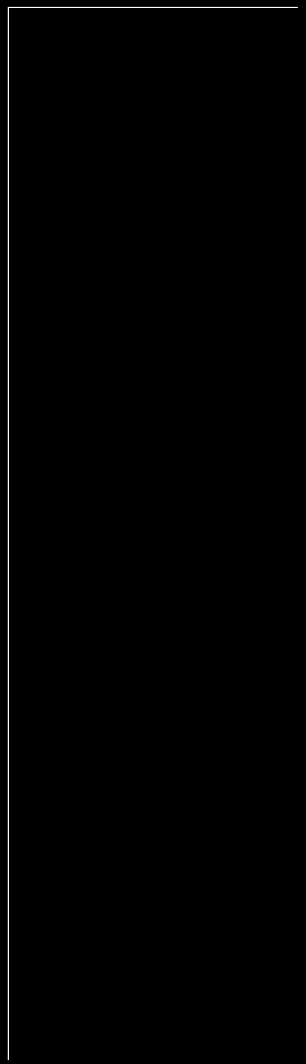


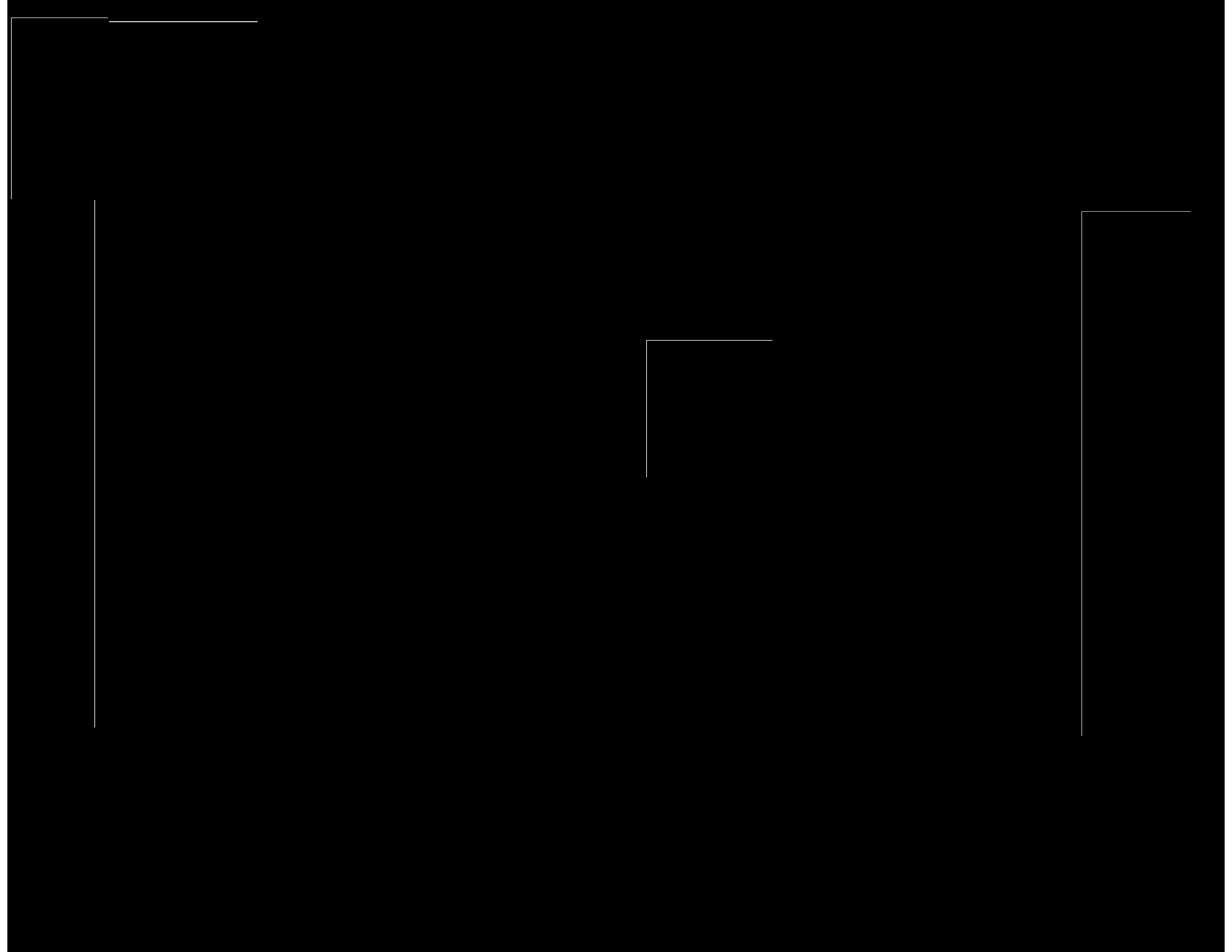


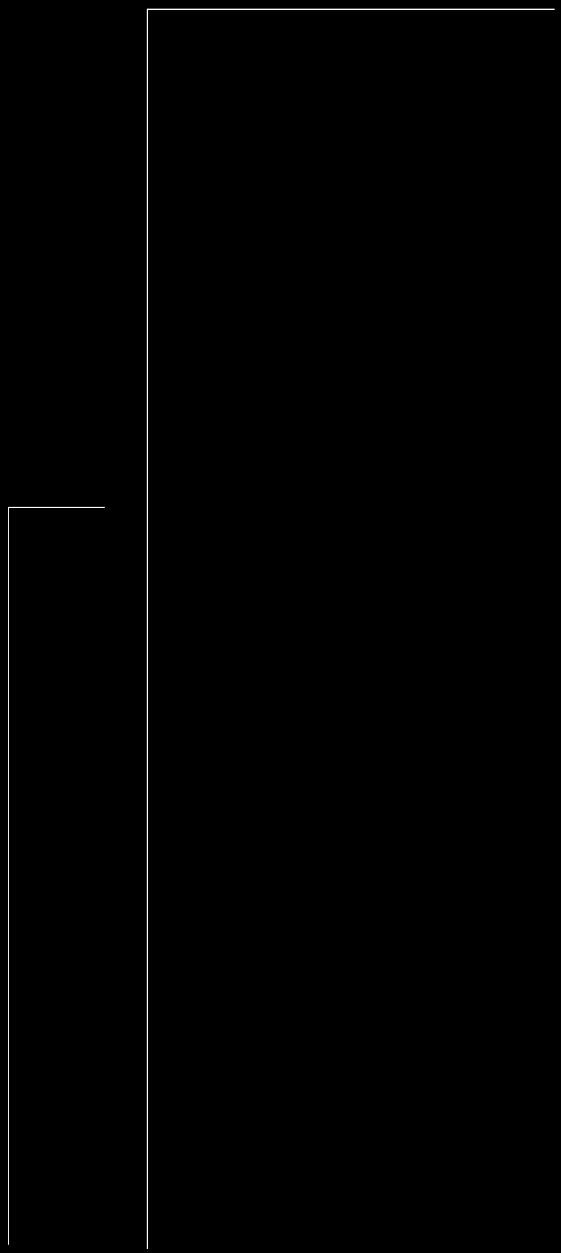


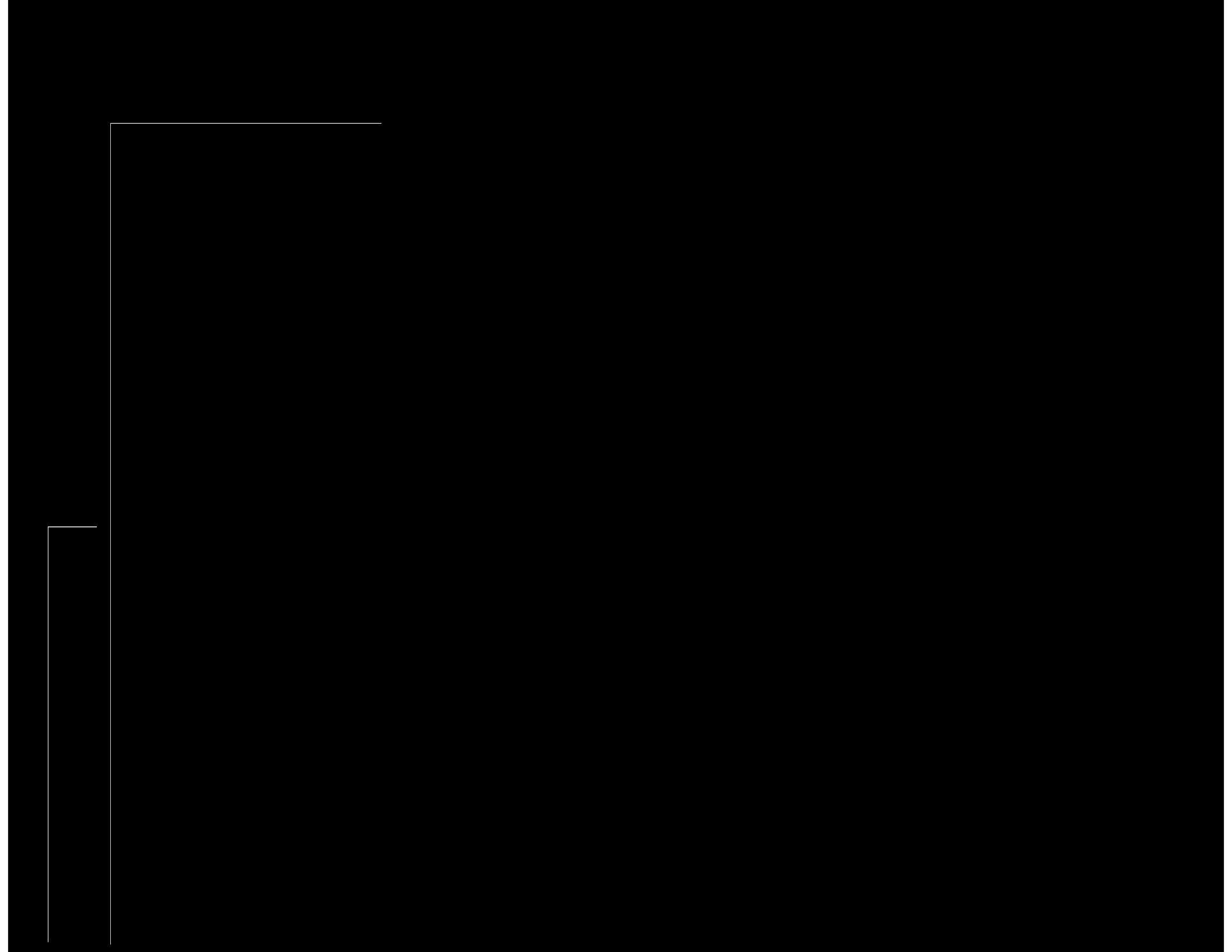


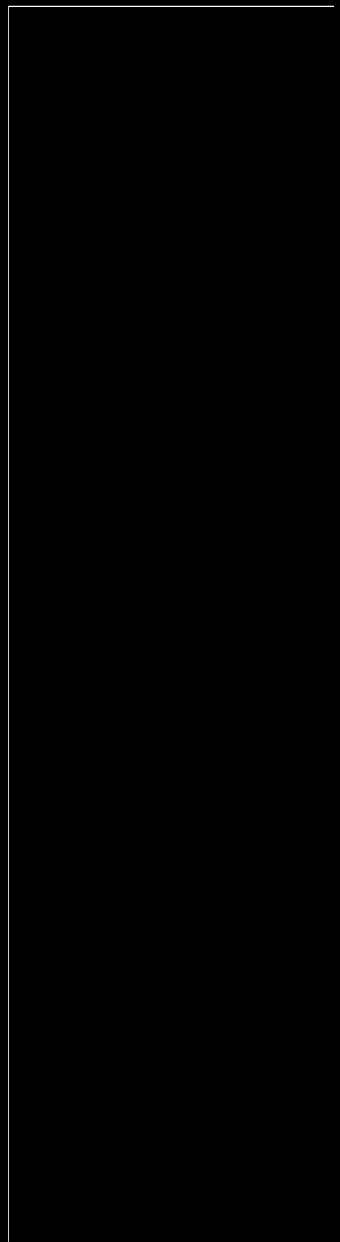


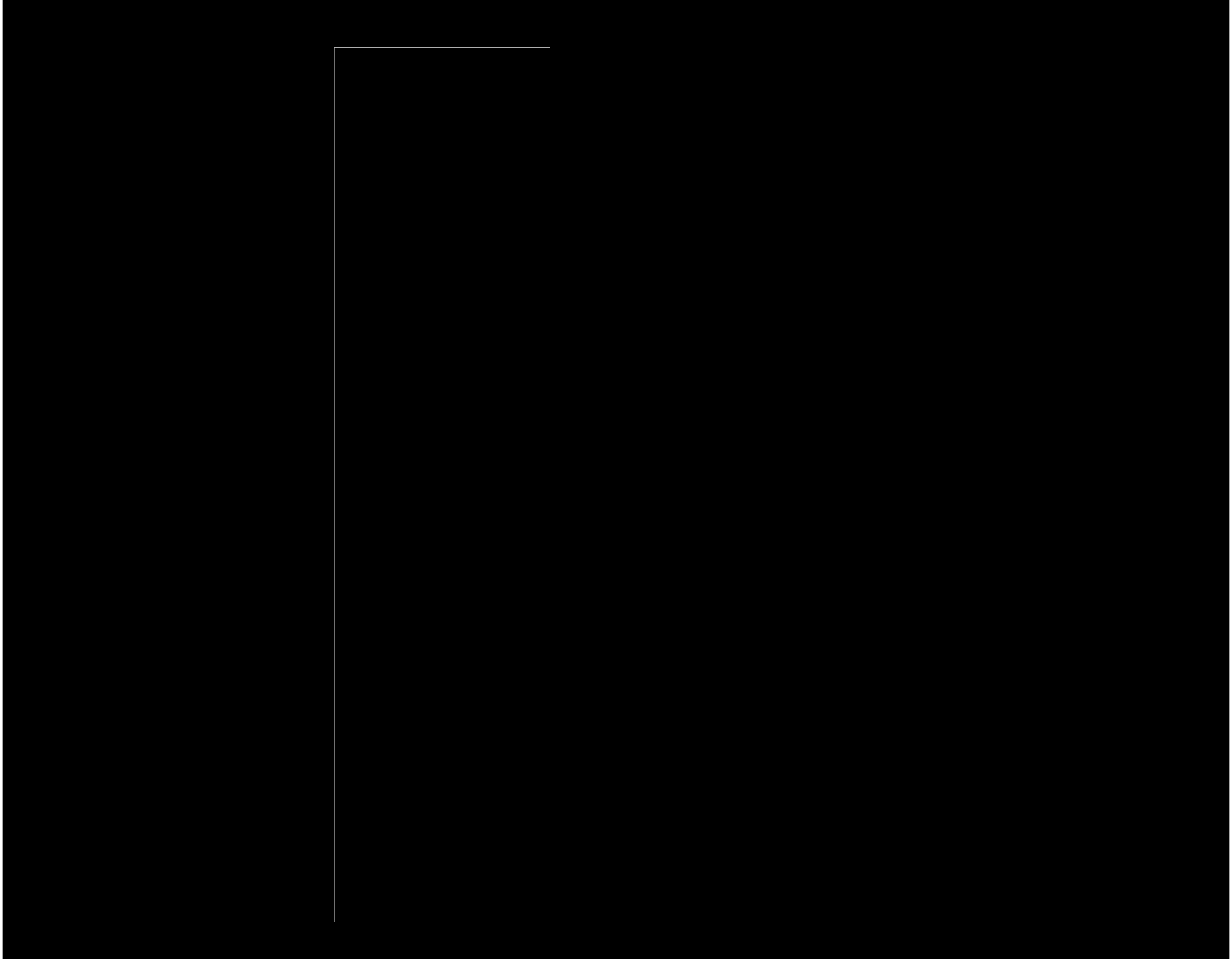


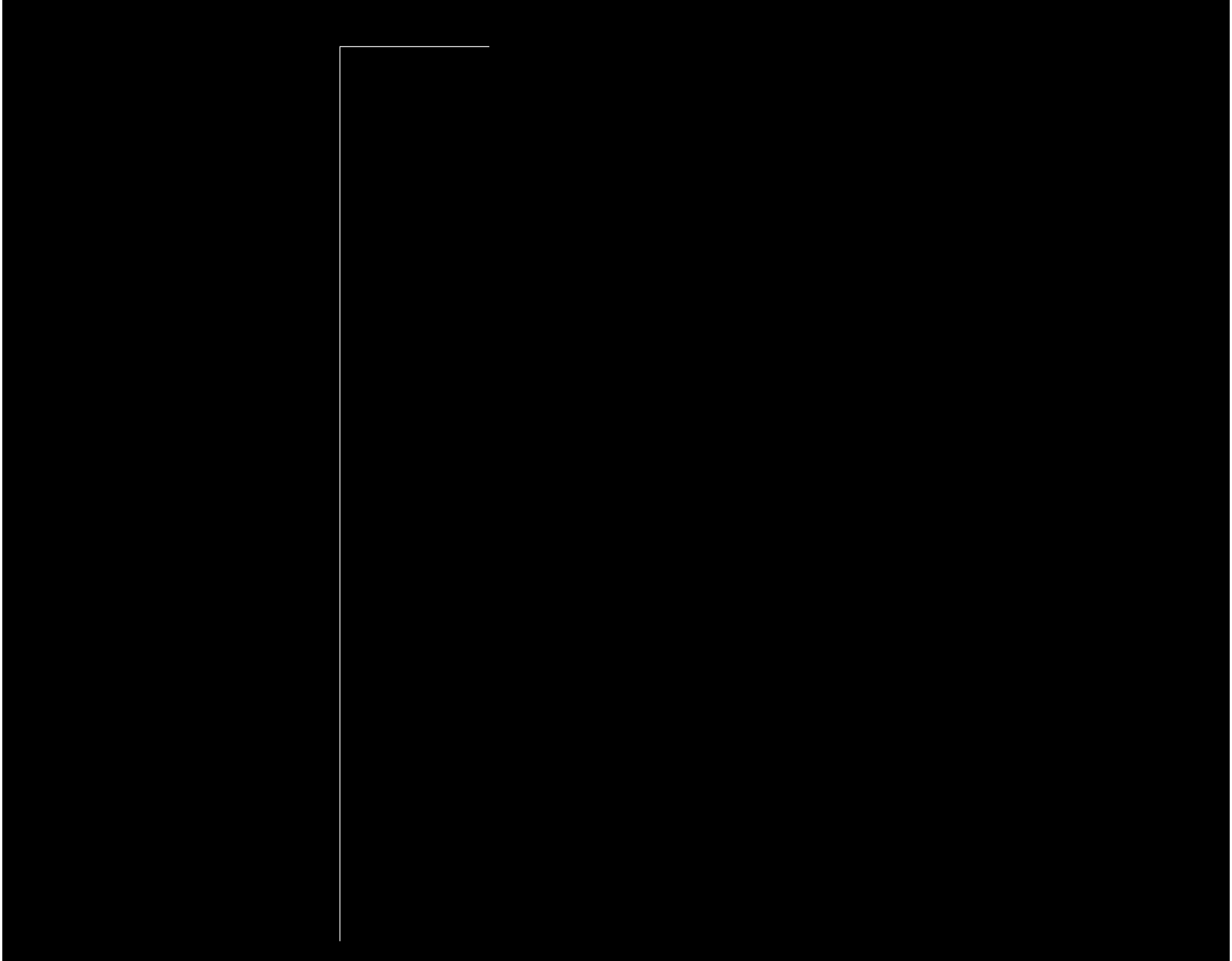


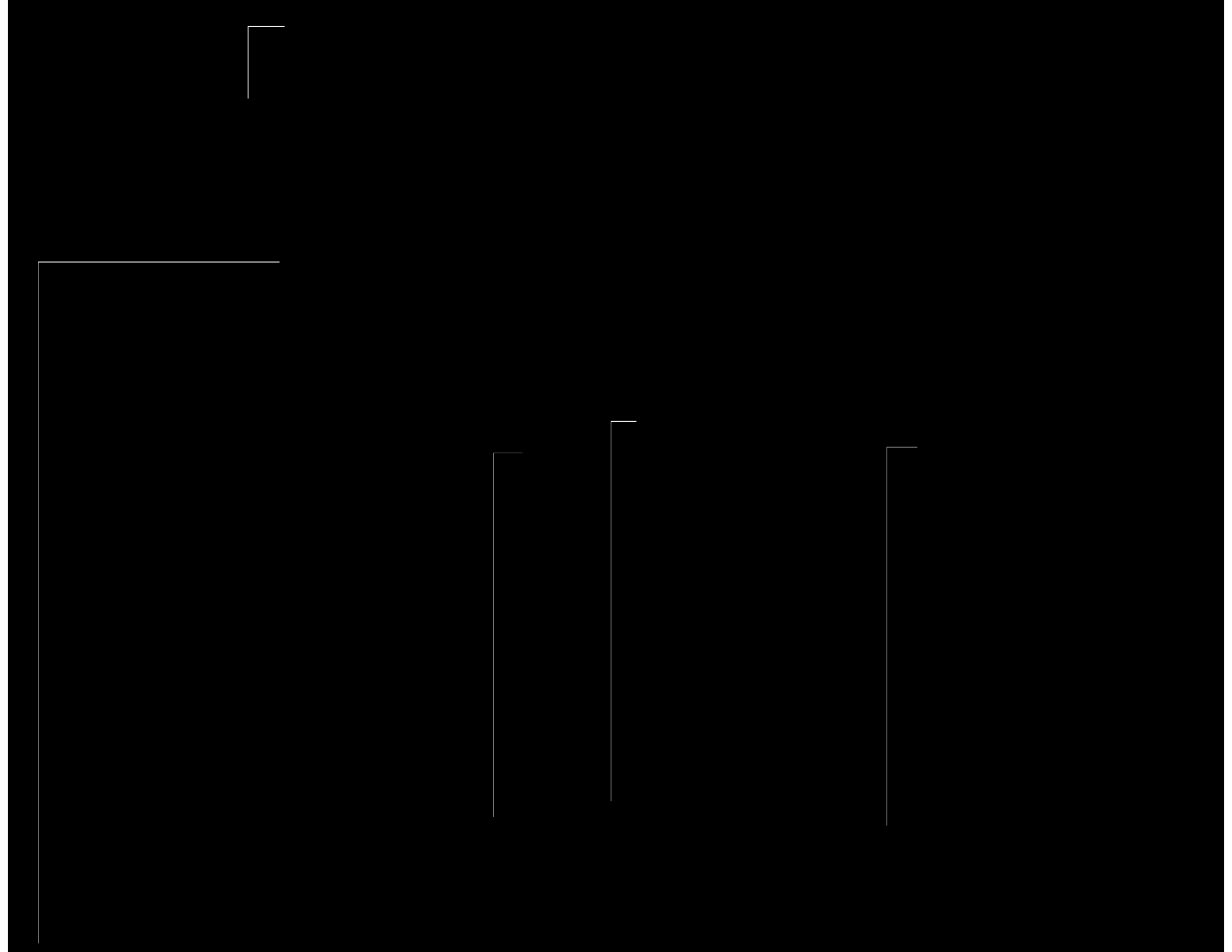


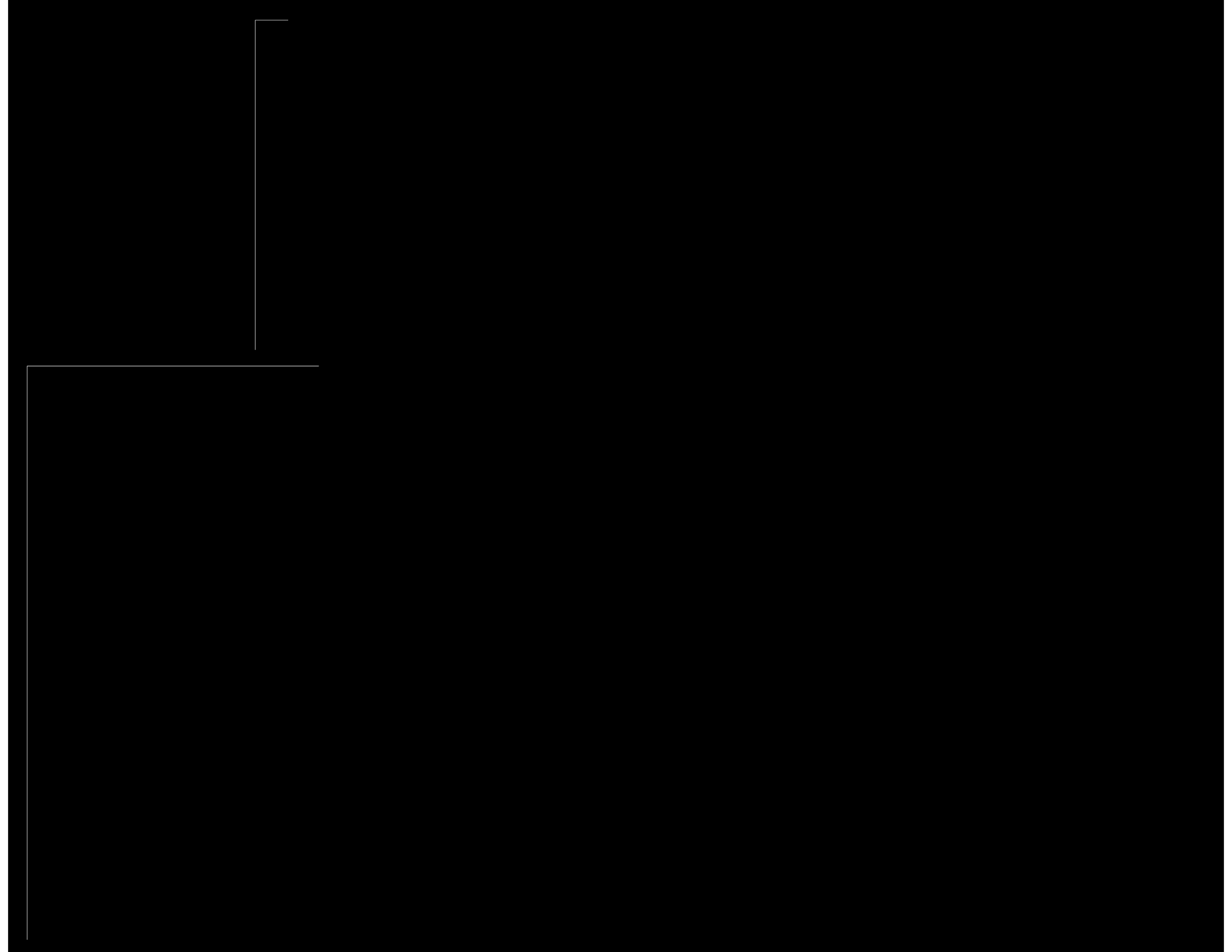


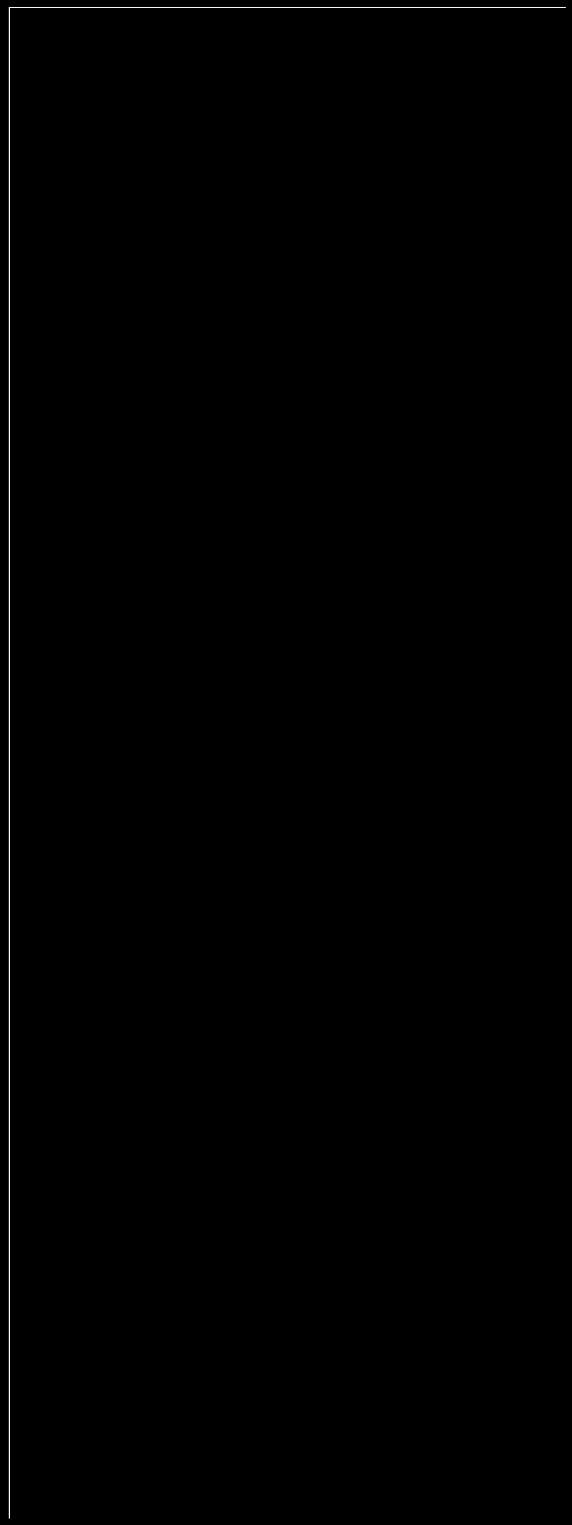


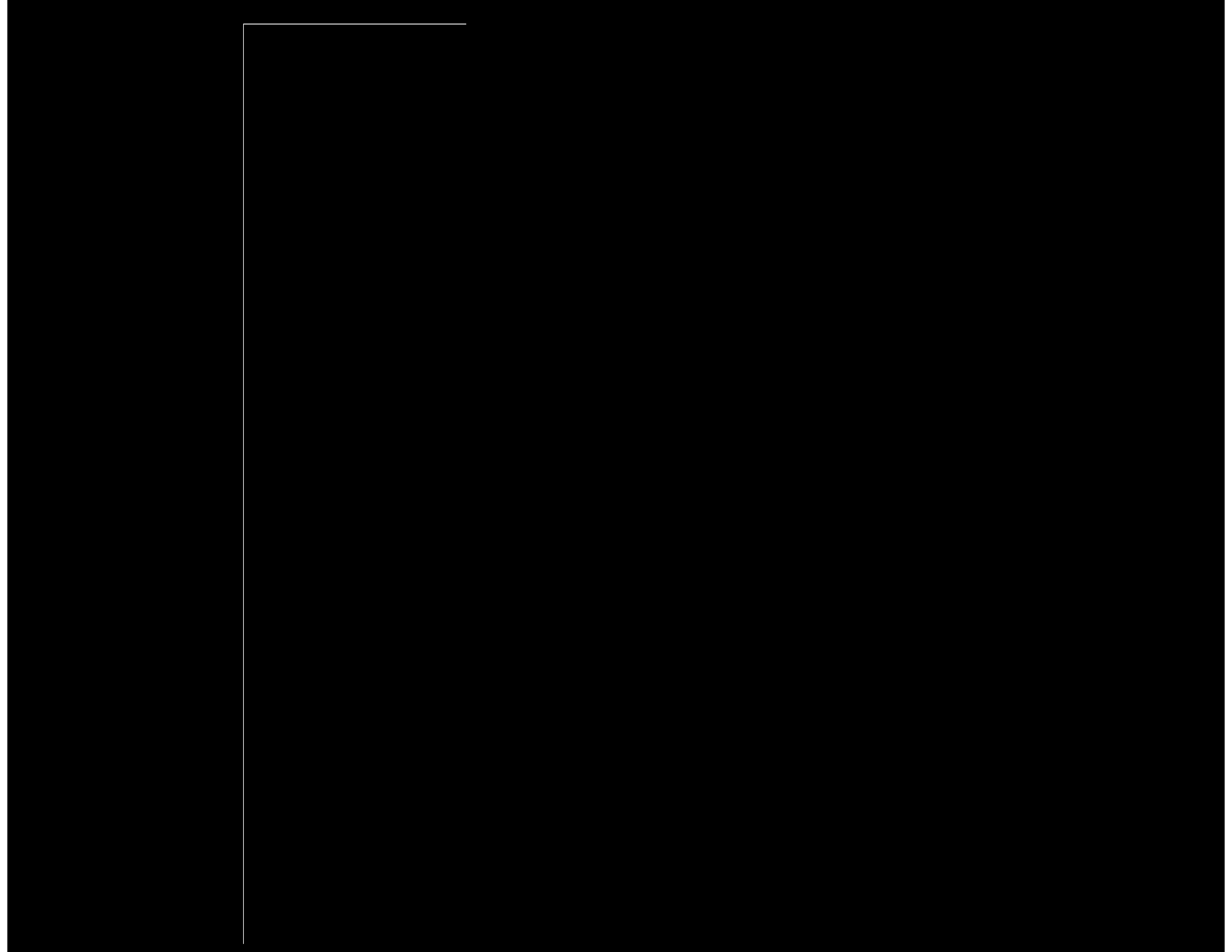


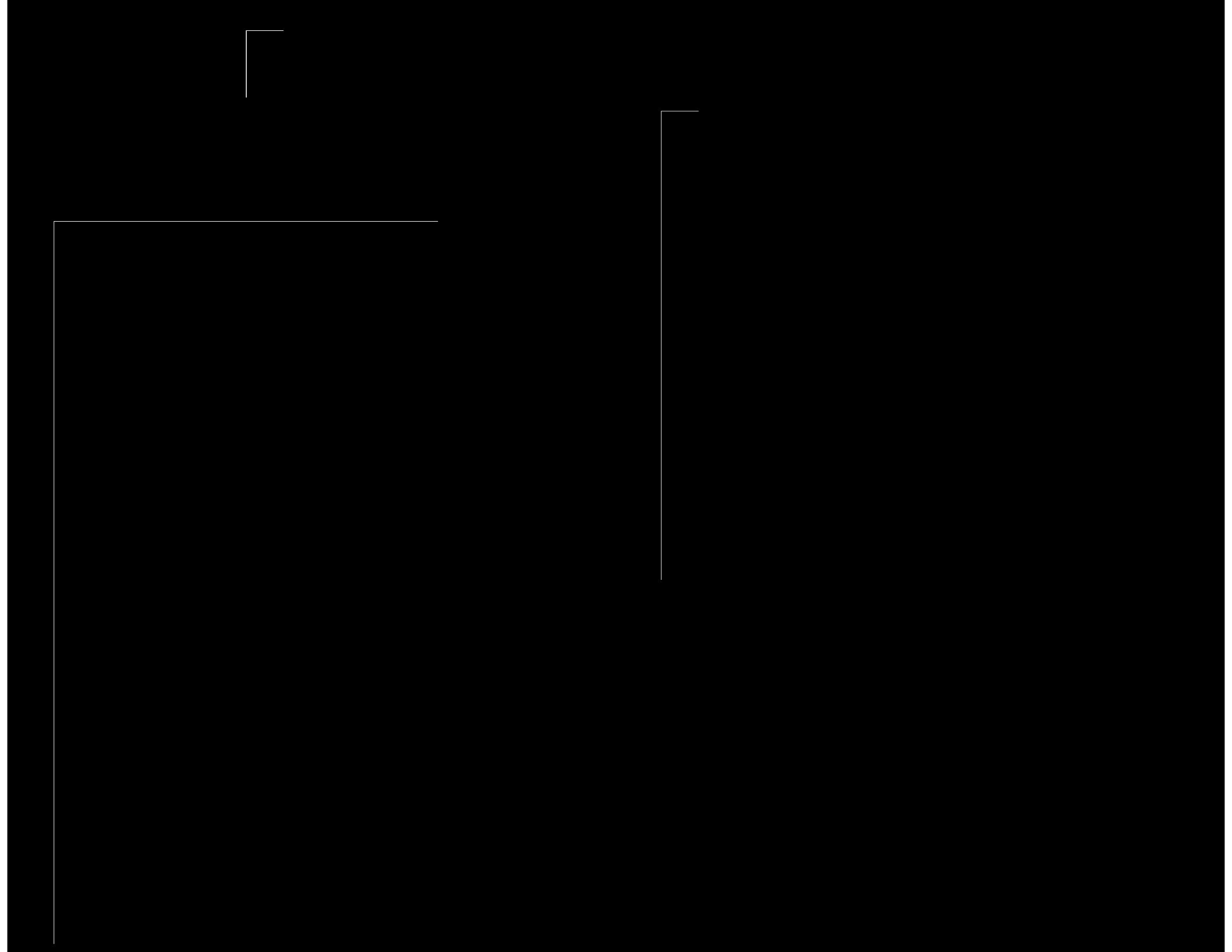














Law Offices of
Lior Sadgan
A Professional Corpo

15250 Ventura Blvd. Suite 1110
Sherman Oaks, California 91403
TEL: (818) 751-5551
FAX: (818) 751-5552

KL CA

VIA U.S. CERTIFIED MAIL

March 28, 2018

ATTN: Customer Relations Center
Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

[redacted]

RECEIVED
APR 03 2018

RE: **My Client** : [redacted]
Vehicle : **2014 Ford F150**
VIN : **1FTMF1ET1[redacted]**
Complaint : **Multiple mechanical problems qualifying vehicle for repurchase pursuant to California Civil Code Section 1793.2 and California Civil Code Section 1793.22**

Dear Customer Relations Center:

Please be advised that this office has been retained to represen[redacted] in regards to his claims against Ford Motor Company pursuant to California Civil Code Section 1793.2 and California Civil Code Section 1793.22.

At this time, this office requests that Ford Motor Company repurchase this vehicle, in compliance with California Law. Please contact me (Lior@SadganLaw.com) upon receipt of this letter so that we may discuss this matter further.

Please immediately place a litigation hold on all correspondence and communications of any kind relating to the above referenced vehicle, and relating to the herein referenced client. Furthermore, pursuant to your dealership agreement with your authorized repair facilities, you are permitted to obtain all parts that have been removed from the above referenced vehicle relating to warranty related repairs. As such, said parts are within your custody and control. Please make sure to obtain these parts pursuant to the dealership agreement, maintain a chain of custody relating to these parts, retain these parts during the pendency of this litigation, and please be prepared to produce these parts on demand for inspection by any experts that will be retained by my office.

Please advise this office within the next 30 days as to how your company wishes to proceed with this case. Thank you in advance for your anticipated cooperation and attention to this matter.

Very truly yours,

LAW OFFICES OF LIOR SADGAN,
A PROFESSIONAL CORPORATION

[redacted]

Lior Sadgan, Esq.

[redacted]

Service of Process Transmittal

06/22/2018

[redacted]

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

RE: **Process Served in California**

FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PRO

TITLE OF ACTION:

DOCUMENT(S) SERVED:

COURT/AGENCY:

NATURE OF ACTION:

ON WHOM PROCESS WAS SERVED:

DATE AND HOUR OF SERVICE:

JURISDICTION SERVED :

APPEARANCE OR ANSWER DUE:

ATTORNEY(S) / SENDER(S):

ACTION ITEMS:

SIGNED:
ADDRESS:

TELEPHONE:

[redacted]

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SUM-100

FOR USE ONLY
(SOLO DE LA CORTE)

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

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

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (*www.lawhelpcalifornia.org*), the California Courts Online Self-Help Center (*www.courtinfo.ca.gov/selfhelp*), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of $10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! *Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.*

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

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

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse [redacted]

[redacted]

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Law Offices of Lior Sadgan; 15250 Ventura Blvd., Ste 1110, Sherman Oaks, CA 91403 Tel: [redacted]

DATE: 06/13/2018 *(Fecha)* Clerk, by *(Secretario)* _____ Deputy *(Adjunto)*

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

[SEAL]

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of *(specify):*
3. ☑ on behalf of *(specify):* Ford Motor Company, LLC
   under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
   ☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
   [redacted]
4. [redacted]

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

www.courtinfo.ca.gov

11:35:13 2018-06-14

Opt-Out: Not Defined

RQ24-005 000180 LC

Lior Sadgan, Esq [SBN 299913]
Law Offices of Lior Sadgan, A Professional Corporation
15250 Ventura Blvd., Suite 1110
Sherman Oaks, CA 91403
Telephone: (818) 751-5551
Fax: (818) 751-5552
Lior@SadganLaw.com

[redacted]*ff,*

FILED
Superior Court of California
County of Los Angeles

JUN 14 2018

[redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY, a Limited Liability Company and DOES 1-100, inclusive,

Defendants.

Case No.: [redacted]

COMPLAINT FOR DAMAGES

1. BREACH OF IMPLIED WARRANTYY
2. BREACH OF EXPRESS WARRANTY
3. VIOLATION OF THE SONG BEVERLY CONSUMER WARRANTY ACT

[JURY DEMANDED]

BRYAN MACIAS alleges as follows:

1. Plaintiff [redacted] ("Plaintiff") at all relevant times was a resident of Los Angeles County, California.

2. Defendant FORD MOTOR COMPANY (hereinafter "FORD") is a Limited Liability Company authorized to do business in California, with its agent for service of process at 818 West Seventh Street, Suite 930, Los Angeles, California 90017. Therefore venue is proper in Los Angeles County.

3. FORD designs, manufactures, constructs, assembles, markets, distributes, and sells motor vehicles and components.

---

4. The true names and capacities, whether individual, corporate, associate or otherwise, of the Doe defendants are unknown to Plaintiff and are therefore sued by fictitious names. Plaintiff will amend the complaint to insert the true names when known. Plaintiff alleges that the Doe defendants are also responsible for the wrongful acts alleged, and therefore liable to plaintiff, Reference to a named defendant, to "Defendant", or "Defendants" refers to all names and Doe defendants.

5. Defendants were the agents, employees and co-conspirators engaged in the acts and/or conduct alleged, acted at least in part within the course and scope of this agency and/or employment, and with the permission and consent of the other defendants. Plaintiff is informed and believes, and thereon alleges that all of the facts alleged below ere ratified by the other defendants.

6. On or about May, 25 2016, Plaintiff purchased a used 2014 Ford F-150 [VIN 1FTMF1ET1[redacted] (hereinafter "VEHICLE"). FORD provided an express written warranty relating to the VEHICLE.

7. At the time the VEHICLE was delivered to Plaintiff, the VEHICLE was not in a merchantable condition, was not safe, and did not conform to the quality and safety guidelines reasonably expected of a motor vehicle.

8. In the time period that followed, the VEHICLE failed an unreasonable amount of times, did not function properly, and was not safe or reliable. The problems with the vehicle which were experienced by Plaintiff were not the result of any misuse on the part of Plaintiff, and were not the result of any modifications made to the VEHICLE.

FIRST CAUSE OF ACTION

BREACH OF IMPLIED WARRANTY

(Against All Defendants)

9. Plaintiff incorporates by reference paragraphs 1 to 8 as though fully set forth.

10. At the time Plaintiff purchased the VEHICLE, FORD impliedly warranted the VEHICLE was of merchantable quality and that it was fit for its intended use.

RQ24-005 000182 LC

11. Defendants breached the implied warranty in that the VEHICLE was not of merchantable quality and not fit for its intended use.

12. The VEHICLE contained multiple manufacturer defects; including defects in assembly, design defects, and other defects, rendering the vehicle unsafe and making it impossible for Plaintiff to use the vehicle without inconvenience, failure, and mechanical breakdown.

13. As a direct and proximate result of Defendants' breach, the VEHICLE is virtually useless due to the frequency of breakdown, the safety hazards associated with using the vehicle, and the amount of time the vehicle was out of service due to repair attempts.

14. Plaintiff demanded that Defendants repurchase the VEHICLE pursuant to California law, however Defendants willfully refused.

15. Plaintiff suffered incidental and consequential damages as a result of the breach.

16. Pursuant to Civil Code Sections 1793.2 and 1794, Plaintiff seeks reimbursement for the cost of purchasing, financing, and owning the VEHICLE, repairing the VEHICLE, attorney's fees, and a civil penalty in an amount proved at trial.

SECOND CAUSE OF ACTION

BREACH OF EXPRESS WARRANTY

(Against All Defendants)

17. Plaintiff incorporates by reference paragraphs 1 to 8 as though fully set forth.

18. Defendants expressly warranted that the VEHICLE was merchantable, safely designed, assembled and fit for the purpose it was intended.

19. Defendants breached the express warranty since the VEHICLE was not merchantable, safely designed, properly assembled, or fit for its intended purpose.

20. Subsequent to Plaintiff purchasing the VEHICLE, Plaintiff complained on several occasions the VEHICLE was not functioning properly. Plaintiff made reasonable attempts to have the VEHICLE repaired, however said Defendants did not properly repair the vehicle within a reasonable time frame.

RQ24-005 000183 LC

21. As a direct and proximate result of Defendants' breach, the value of the VEHICLE is substantially less than reasonably expected by Plaintiff.

22. Plaintiff requested Defendants to repurchase the VEHICLE pursuant to California law, however Defendants willfully refused, justifying an award of a civil penalty pursuant to Civil Code Section 1794.

23. Plaintiff suffered incidental and consequential damages as a result of the breach.

24. Pursuant to Civil Code Section 1794, Plaintiff also seeks reimbursement for the cost of purchasing, financing, and owning the VEHICLE, rescission of the purchase of the VEHICLE, restitution damages, reimbursement of costs resulting to repairing the VEHICLE, attorney's fees in an amount to be proved at trial.

THIRD CAUSE OF ACTION
VIOLATION OF SONG BEVERLY CONSUMER WARRANTY ACT
(Against All Defendants)

25. Plaintiff incorporates by reference paragraphs 1 to 8 as though fully set forth.

26. The Song Beverly Consumer Warranty Act provides that parties making express warranties with regard to consumer goods shall conform to the federal standards for disclosure of warranty terms set forth in the Magnuson-Moss Warranty Federal Trade Commission Improvement Act (15 U.S.C. § 2301 et seq.).

27. Under Civil Code Section 1793.2(d)(1), if the manufacturer or its representative does not service or repair the goods to conform to applicable express warranties after a reasonable number of attempts, the manufacturer shall either replace the goods or reimburse the buyer in an amount equal to the purchase price paid by the buyer, and/or loan payments and down payment paid by buyer, less the amount directly attributable to use by the buyer prior to discovery of the nonconformity.

28. Civil Code Section 1794(b)(2) provides the measure of damages under the Song Beverly Consumer Warranty Act is the right of replacement and reimbursement and the cost of repair necessary to make the consumer goods conform.

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29. The intent of the Song Beverly Act is to protect consumers from warranty fraud and hold manufacturers accountable for their defective products.

30. Defendants violated the Act by not repairing Plaintiff's VEHICLE after a reasonable number of attempts.

31. Defendants did not conform the VEHICLE to its express warranty after a reasonable number of repair attempts. The VEHICLE still does not conform to its warranty.

32. The VEHICLE has been on a "transmission repair waiting list" since September 19, 2017.

33. Under the Song Beverly Act, if a manufacturer of a vehicle is unable to repair a vehicle after a reasonable number of repair attempts, the manufacturer of the vehicle, upon demand from the consumer, must reimburse the consumer for the cost of purchasing and owning the vehicle.

34. Defendants were unable to repair Plaintiff's VEHICLE after a reasonable number of repair attempts. Plaintiff demanded that Defendants repurchase the VEHICLE, however Defendants willfully refused in violation of the Song Beverly Act.

35. Pursuant to Civil Code Section 1794, Plaintiff seeks reimbursement for the costs of purchasing, financing, and owning the VEHICLE, rescission of the purchase of the VEHICLE, restitution damages, reimbursement of costs relating to repairing the VEHICLE, attorney's fees, and a civil penalty in an amount to be proved at trial.

WHEREFORE, Plaintiff prays for the following:

FIRST CAUSE OF ACTION

1. Incidental and consequential damages in an amount to be provide at trial;
2. Rescission of the purchase of the VEHICLE;
3. Reasonable attorney's fees according to proof;
4. A civil penalty according to proof;

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5. Costs of suit;
6. Other relief the court deems proper.

SECOND CAUSE OF ACTION

1. Incidental and consequential damages in an amount to be provide at trial
2. Recession of the purchase of the VEHICLE:
3. Reasonable attorney's fees according to proof;
4. A civil penalty according to proof;
5. Costs of suit;
6. Other relief the court deems proper.

THIRD CAUSE OF ACTION

1. Incidental and consequential damages in an amount to be provide at trial
2. Recession of the purchase of the VEHICLE:
3. Reasonable attorney's fees according to proof;
4. A civil penalty according to proof;
5. Costs of suit;
6. Other relief the court deems proper.

DATED: June 13, 2018

LAW OFFICES OF LIOR SADGAN
A PROFESSIONAL CORPORATION

[redacted]

JURY TRIAL DEMANDED

Plaintiff demands trial by jury of all issues so triable.

DATED: June 13, 2018

LAW OFFICES OF LIOR SADGAN
A PROFESSIONAL CORPORATION

[redacted]

RQ24-005 000187 LC

[redacted]

CM-010

FOR COURT USE ONLY

FILED
Superior Court of California
County of Los Angeles

JUN 14 2018

Sherri R. Carter, Executive Officer/Clerk
By _____ Deputy
Ricardo Perez

CASE NAME:
Bryan Macias v. Ford Motor Company, LLC

CASE [redacted]

JUDGE:

DEPT:

CIVIL CASE COVER SHEET	Complex Case Designation
☑ Unlimited (Amount demanded exceeds $25,000) ☐ Limited (Amount demanded is $25,000 or less)	☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

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

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

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

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

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

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

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

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

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

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

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

Enforcement of Judgment
- ☐ Enforcement of judgment (20)

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

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

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

Date: 06/13/2018

[redacted] [redacted]
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

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

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

CIVIL CASE COVER SHEET

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

11:35:13 2018-06-14

Opt-Out: Not Defined

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

CASE TYPES AND EXAMPLES

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

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

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

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

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

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

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

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

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

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

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

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

RQ24-005 000189 LC

[redacted]

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	☐ A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	☐ A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	☐ A6070 Asbestos Property Damage ☐ A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	☐ A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	☐ A7210 Medical Malpractice - Physicians & Surgeons ☐ A7240 Other Professional Health Care Malpractice	1, 4, 11 1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	☐ A7250 Premises Liability (e.g., slip and fall) ☐ A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) ☐ A7270 Intentional Infliction of Emotional Distress ☐ A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

Opt-Out: Not Defined

[redacted] CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	☐ A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	☐ A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ A6017 Legal Malpractice ☐ A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	☐ A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	☐ A6024 Other Employment Complaint Case ☐ A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) ☐ A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) ☐ A6019 Negligent Breach of Contract/Warranty (no fraud) ☑ A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	☐ A6002 Collections Case-Seller Plaintiff ☐ A6012 Other Promissory Note/Collections Case ☐ A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	☐ A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	☐ A6009 Contractual Fraud ☐ A6031 Tortious Interference ☐ A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
Real Property	Eminent Domain/Inverse Condemnation (14)	☐ A7300 Eminent Domain/Condemnation Number of parcels_____	2, 6
	Wrongful Eviction (33)	☐ A6023 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ A6018 Mortgage Foreclosure ☐ A6032 Quiet Title ☐ A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer	Unlawful Detainer-Commercial (31)	☐ A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	☐ A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Post-Foreclosure (34)	☐ A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	☐ A6022 Unlawful Detainer-Drugs	2, 6, 11

[redacted]

Ford Motor Company, Et. Al.	CASE NUMBER

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	☐ A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ A6151 Writ - Administrative Mandamus	2, 8
		☐ A6152 Writ - Mandamus on Limited Court Case Matter	2
		☐ A6153 Writ - Other Limited Court Case Review	2
	Other Judicial Review (39)	☐ A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	☐ A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ A6141 Sister State Judgment	2, 5, 11
		☐ A6160 Abstract of Judgment	2, 6
		☐ A6107 Confession of Judgment (non-domestic relations)	2, 9
		☐ A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		☐ A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	☐ A6030 Declaratory Relief Only	1, 2, 8
		☐ A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		☐ A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
	Partnership Corporation Governance (21)	☐ A6113 Partnership and Corporate Governance Case	2, 8
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	☐ A6121 Civil Harassment	2, 3, 9
		☐ A6123 Workplace Harassment	2, 3, 9
		☐ A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		☐ A6190 Election Contest	2
		☐ A6110 Petition for Change of Name/Change of Gender	2, 7
		☐ A6170 Petition for Relief from Late Claim Law	2, 3, 8
		☐ A6100 Other Civil Petition	2, 9

[redacted] v. Ford Motor Company, Et. Al.	CASE NUMBER

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON:	ADDRESS:
☐ 1. ☑ 2. ☐ 3. ☐ 4. ☐ 5. ☐ 6. ☐ 7. ☐ 8. ☐ 9. ☐ 10. ☑ 11.	818 W 7th Street #930

CITY:	STATE:	ZIP CODE:
Los Angeles	CA	90017

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 06/13/2018

[redacted]

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
NOTICE OF CASE ASSIGNMENT - UNLIMITED CIVIL CASE - IC

Case Number _____ [redacted]

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

Your case is assigned for all purposes to the judicial officer indicated below.

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
	Hon. Debre K. Weintraub	1	534		Hon. Elizabeth Allen White	48	506
	Hon. Barbara A. Meiers	12	636		Hon. Deirdre Hill	49	509
	Hon. Terry A. Green	14	300		Hon. Teresa A. Beaudet	50	508
	Hon. Richard Fruin	15	307	✓	Hon. Michael J. Raphael	51	511
	Hon. Rita Miller	16	306		Hon. Susan Bryant-Deason	52	510
	Hon. Richard E. Rico	17	309		Hon. Howard L. Halm	53	513
	Hon. Stephanie Bowick	19	311		Hon. Ernest M. Hiroshige	54	512
	Hon. Dalila Corral Lyons	20	310		Hon. Malcolm H. Mackey	55	515
	Hon. Robert L. Hess	24	314		Hon. Holly J. Fujie	56	514
	Hon. Yvette M. Palazuelos	28	318		Hon. John P. Doyle	58	516
					Hon. Steven J. Kleifield	57	517
	Hon. Barbara Scheper	30	400		Hon. Gregory Keosian	61	732
	Hon. Samantha Jessner	31	407		Hon. Michael L. Stern	62	600
	Hon. Daniel S. Murphy	32	406		Hon. Mark Mooney	68	617
	Hon. Michael P. Linfield	34	408		Hon. William F. Fahey	69	621
	Hon. Gregory Alarcon	36	410		Hon. Monica Bachner	71	729
	Hon. David S. Cunningham	37	413		Hon. Ruth Ann Kwan	72	731
	Hon. Maureen Duffy-Lewis	38	412		Hon. Rafael Ongkeko	73	733
	Hon. Elizabeth Feffer	39	415		Hon. Michelle Williams Court	74	735
	Hon. David Sotelo	40	414		Hon. Gail Ruderman Feuer	78	730
	Hon. Holly E. Kendig	42	416				
	Hon. Mel Red Recana	45	529				
	Hon. Randolph Hammock	47	507				

Given to the Plaintiff/Cross-Complainant/Attorney of Record on _____
(Date)

SHERRI R. CARTER, Executive Officer/Clerk of Court

By _____, Deputy Clerk



8/18/2015 12:20:58 PM
Chris Daniel - District Clerk Harris County
Envelope No. 6541314
By: Sarah Anderson
Filed: 8/18/2015 12:20:58 PM

[redacted]	§	IN DISTRICT COURT
	§	
	§	
Plaintiffs,	§	
	§	___ JUDICIAL DISTRICT
vs.	§	
	§	
FORD MOTOR COMPANY,	§	HARRIS COUNTY, TEXAS
	§	
Defendant.	§	

PLAINTIFFS' ORIGINAL PETITION AND REQUEST FOR RULE 194 DISCLOSURES

TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW [redacted] Plaintiffs in the above entitled and numbered cause, by and through their attorneys, KROHN & MOSS, LTD., and file this, their Original Petition and Request for Rule 194 Disclosures, complaining of FORD MOTOR COMPANY, and for cause would show as follows:

DISCOVERY CONTROL PLAN

1. Plaintiffs intend to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.

PARTIES

2. Plaintiffs, [redacted] ("Plaintiffs"), are adult individuals and legal residents of the State of Texas, residing at [redacted]

3. Defendant, FORD MOTOR COMPANY ("Defendant"), is a business corporation qualified to do and regularly conducting business in the State of Texas and is engaged in the manufacture, sale and distribution of motor vehicles and related equipment and services. Defendant is also in the business of marketing, supplying and selling written warranties to the public at large

through a system of authorized dealerships, including Tomball Ford ("Seller"). Defendant can be served at its local [redacted]

[redacted]

JURISDICTION AND VENUE

4. This court has jurisdiction over Defendant as it either conducts business in or personally resides in the State of Texas.

5. The amount in controversy is within the jurisdictional levels of this Court.

6. Venue is permissible in Harris County as Defendant can be served here and/or because the vehicle was purchased and/or repaired in said County.

BACKGROUND

7. On or about August 22, 2014, Plaintiffs purchased from Seller a 2014 Ford F-150 ("F-150"), manufactured by Defendant, Vehicle Identification No. 1FTFW1EF2E[redacted] for valuable consideration (See copy of Plaintiffs' Retail Purchase Contract, attached hereto as Exhibit "A").

8. The price of the F-150 totaled $40,801.60.

9. In consideration for the purchase of the F-150, Defendant issued and supplied to Plaintiffs its written warranty that included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage as well as other standard warranties fully outlined in Defendant's Warranty booklet.

10. Defendant engages in nationwide advertising campaigns to sell vehicles, including the F-150, to the public through a system of authorized selling agents of Defendant, including Seller.

11. Defendant's authorized selling agents, including Seller, are required by Defendant to post Defendant's name and logo on a sign outside of Seller's place of business.

12. Defendant's authorized selling agents, including Seller, are required by Defendant to produce to Seller's customers brochures for the sale of Defendant's vehicles that are printed and

authored by Defendant.

13. Defendant's authorized selling agents, including Seller, are required by Defendant to enter into a sale and service agreement with Defendant that is reduced to a writing.

14. Defendant requires all authorized selling agents, including Seller, to provide customers, including Plaintiffs, with Defendant's written warranty described above at the time of sale.

15. In requiring Seller to provide Defendant's written warranty, Defendant undertakes at the time of sale the responsibility of repairing its vehicles, including the F-150, and makes the accompanying promise to repair in consideration for the sale of the F-150.

16. Defendant issues and supplies to consumers, including Plaintiffs, its written warranty described above as an inducement for the sale of the F-150.

17. Defendant provides Seller with a hidden rebate/commission after Plaintiffs' purchase of the F-150 that is not reflected on Plaintiffs' purchase documents as an incentive to Seller for selling Defendant's automobiles as an agent of Defendant.

18. The retail price of the F-150 is determined by Defendant and not Seller.

19. On or about August 22, 2014, Plaintiffs took possession of the F-150 and shortly thereafter experienced the various defects listed below.

20. The defects described below violate the warranty issued to Plaintiffs by Defendant as well as the implied warranty of merchantability.

21. Plaintiffs brought the F-150 to Seller, and/or other authorized service dealers of Defendant, for various defects, including but not limited to the following:

a. Defective body/trim as evidenced by right front door edge chipped, chrome on

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passenger side front grill peeling and bubbling and hood edge by grill chipped;

b. Defective transmission as evidenced by hesitation, slipping, slacking, delayed engagement, poor and harsh shifting, shudder and bumpy shifting on acceleration;

c. Defective electrical system as evidenced high beam light disposed too much and not concentrated enough and LoJack light too bright and blinking while driving;

d. Defective steering system as evidenced by squeaking and chirping noises coming from dash panel below steering wheel; and

e. Any additional defects, whether or not they are contained on any dealer repair orders.

22. Plaintiffs provided Defendant, through Seller, and/or other authorized dealers of Defendant, sufficient opportunities to repair the F-150.

23. Defendant, through its authorized dealers, was unable and/or failed to repair the F-150 within a reasonable number of attempts.

24. Plaintiffs justifiably lost confidence in the F-150's safety and reliability.

25. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the F-150.

26. As a result of these defects, Plaintiffs revoked acceptance of the F-150 in writing on May 19, 2015 (See copy of May 19, 2015 correspondence, attached hereto as Exhibit "B").

27. At the time of revocation, the F-150 was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

28. Defendant refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

29. The F-150 remains in a defective and unmerchantable condition and continues to exhibit the above mentioned defects.

30. Plaintiffs have been and will continue to be financially damaged due to Defendant's

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failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable F-150.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

31. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-30 of this Petition.

32. Plaintiffs are purchasers of a consumer product who received the F-150 during the duration of a written warranty period applicable to the F-150 and who are entitled by the terms of the written warranty to enforce against the obligations of said warranty against Defendant.

33. Defendant is a person engaged in the business of making a consumer product directly available to Plaintiffs.

34. Seller is an authorized dealership/agent of Defendant designated to perform repairs on vehicles under Defendant's written warranty.

35. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Petition in that the F-150 was manufactured and purchased after July 4, 1975, and costs in excess of ten dollars ($10.00).

36. Plaintiffs' purchase of the F-150 was accompanied by a written warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the F-150 to repair the F-150 or take other remedial action free of charge to Plaintiffs with respect to the F-150 in the event that the F-150 failed to meet the specifications set forth in said undertaking.

37. Said warranty was the basis of the bargain of the contract between Plaintiffs and

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Defendant for the sale of the F-150.

38. Said purchase of Plaintiffs' F-150 was induced by, and Plaintiffs relied upon, Defendant's written warranty.

39. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in Defendant's written warranty.

40. As a direct and proximate result of Defendant's failure to comply with its written warranty, Plaintiffs have suffered damages and in accordance with 15 U.S.C. § 2310(d), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

a. An amount equal to Plaintiffs' actual damages up to and including the "full purchase price" of the vehicle, including collateral charges, finance charges, incidental and consequential damages;
b. Monetary relief of $100,000 or less (exclusive of court costs and attorneys' fees) and non-monetary relief;
c. Incurred and/or needed costs of repair;
d. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
e. All the other relief to which Plaintiffs may be justly entitled to.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT

41. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-30 of this Petition.

42. The F-150 purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7) running from Defendant to Plaintiffs.

43. Defendant is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

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44. Defendant is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Defendant has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

45. Pursuant to 15 U.S.C. §2308, Plaintiffs' F-150 was impliedly warranted to be substantially free of defects in both material and workmanship and thereby fit for the ordinary purpose for which the F-150 was intended.

46. The F-150 was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the F-150 contained in the contracts and labels.

47. The above described defects in the F-150 render the F-150 unfit for the ordinary purpose for which the F-150 was intended..

48. As a result of the breach of implied warranty by Defendant, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

a. An amount equal to Plaintiffs' actual damages up to and including the "full purchase price" of the vehicle, including collateral charges, finance charges, incidental and consequential damages;
b. Monetary relief of $100,000 or less (exclusive of court costs and attorneys' fees) and non-monetary relief;
c. Incurred and/or needed costs of repair;
d. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
e. All the other relief to which Plaintiffs may be justly entitled to.

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JURY DEMAND

Plaintiffs hereby request a trial by jury of all issues of fact in this case and herewith tenders the jury fee.

REQUEST FOR RULE 194 DISCLOSURES

Pursuant to Rule 194 of the Texas Rules of Civil Procedure, you are requested to disclose within fifty (50) days of service of this request, the information or material as set forth in Rule 194.2. A response to a request under Rule 194.2(f) is due according to Rule 195.2 of the Texas Rules of Civil Procedure.

The disclosures must be signed in accordance with Texas Rules of Civil Procedure, Rule 191.3, and delivered to the undersigned attorney. If you fail to comply with the requirements above, the Court may order sanctions against you in accordance with the Texas Rules of Civil Procedure.

Respectfully Submitted,



Attorneys for Plaintiffs



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EXHIBIT A

[redacted]

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EXHIBIT B

Krohn & Moss, Ltd.

Main Office
10 N. Dearborn St, 3rd Floor
Chicago, IL 60602
www.krohnandmoss.com

Writer's Direct Number
(312) 578-9428 Ext. 284
Writer's Direct Facsimile
(866)-289-0898
Writer's Direct E-Mail
aross@consumerlawcenter.com
www.krohnandmoss.com

Licensed to practice only in:
Texas

May 19, 2015

[redacted]
Ford Motor Company
Customer Relationship Center
16800 Executive Plaza Drive
PO Box 6248
Dearborn, MI 48121

RE: [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are defects present in my clients' automobile for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. These defects include, but are not limited to:

1. Defective body/trim as evidenced by right front door edge chipped, chrome on passenger side front grill peeling and bubbling and hood edge by grill chipped;

2. Defective transmission as evidenced by hesitation, slipping, slacking, delayed engagement, poor and harsh shifting, shudder and bumpy shifting on acceleration;

3. Defective electrical system as evidenced high beam light disposed too much and not concentrated enough and LoJack light too bright and blinking while driving;

4. Defective steering system as evidenced by squeaking and chirping noises coming from dash panel below steering wheel; and

5. Any additional defects, whether or not they are contained on any dealer repair orders.

Because of these defects, my clients have justifiably lost confidence in the vehicle. As one court has stated:

> For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. [redacted] A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

> There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

> Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. [redacted] 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3), my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.

If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of $100.00, plus any loss caused to my clients by your failure to do so.

To avoid any litigation, my clients request the return of fifty (50) percent of the purchase price of the vehicle as compensation for its diminished value due to its defects and payment of our attorneys' fees pursuant to the fee-shifting provisions of the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

[redacted]

Attorney at Law

[redacted]

[redacted]

LAW OFFICES OF WILLIAM R. McGEE
William R. McGee, State Bar No. 122153
Deanna M. Wallace, State Bar No. 242825
Kevin A. Alexander II, State Bar No. 294308
16855 West Bernardo Drive, Su. 380
San Diego, California 92127
(858) 485-9332

Attorneys for Plaintiffs

ELECTRONICALLY FILED
Superior Court of California,
County of Orange
07/05/2016 at 09:38:20 AM
Clerk of the Superior Court
By Manique Ramirez,Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

[redacted] Plaintiff,

v.

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

Case No.: 30-2016-00861557-CU-CO-CJC
Judge James J. Di Cesare

COMPLAINT FOR RESTITUTION AND DAMAGES

[VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

[redacted] (hereinafter "Plaintiffs") allege as follows:

GENERAL ALLEGATIONS

1. Plaintiffs are informed and believe, and thereon allege, that at all times herein FORD MOTOR COMPANY (hereinafter "Defendant") is and was a corporation and registered to do business in the State of California and doing business in the County of ORANGE.

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

3. Each of the defendants in this case acted as the principal, agent, employee or other authorized representative in relation to the other; all defendants acted at all times mentioned in this Complaint within the course and scope of their respective authority and with the full knowledge and consent of the other defendants. Furthermore, Plaintiffs are informed and believe

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and thereon allege that all acts of corporate employees as hereinafter alleged were authorized or ratified by an officer, director or managing agent of the corporate employer.

4. On or about June 5, 2015, Plaintiffs purchased a 2014 Ford F-150, vehicle identification number 1FTFW1CF0EKE22974 (hereinafter the "Subject Vehicle").

5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.*, the Subject Vehicle constitutes "consumer goods" used, bought or leased primarily for personal, family or household purposes and Plaintiffs have used the Subject Vehicle primarily for said purposes.

6. Plaintiffs are a "buyer" and/or "lessee" of consumer goods under the Act.

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

8. Defendant offered an "express warranty" to Plaintiffs pursuant to the Act.

9. The sale of the Subject Vehicle to Plaintiffs was accompanied by an implied warranty that the Subject Vehicle was merchantable. The sale of the Subject Vehicle to Plaintiffs was also accompanied by Defendant's implied warranty of fitness.

10. The Subject Vehicle suffered from serious defect(s) and nonconformity(s) to warranty, including but not limited to, failure of its transmission, and idle. The foregoing defect(s) and nonconformity(s) to warranty manifested themselves within the applicable express warranty.

11. Plaintiffs delivered the Subject Vehicle to Defendant's authorized service and repair facility for repair of the aforementioned nonconformity(s) on numerous occasions.

12. Defendant has not and/or has refused to conform the Subject Vehicle to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the use, value, and/or safety of the Subject Vehicle to Plaintiffs.

13. Notwithstanding Plaintiffs' entitlement, Defendant refused to comply with its obligations under the Act to repurchase the vehicle and make restitution.

14. Defendant's failure to comply with its obligations under the Act to repurchase the Subject Vehicle and make restitution, Defendant is in breach of its obligations under the Act.

15. Plaintiffs are entitled to revoke acceptance of the Subject Vehicle under the Act.

16. Under the Act, Plaintiffs are entitled to reimbursement of the purchase price paid for the Subject Vehicle less that amount directly attributable to use by the Plaintiffs prior to discovery of the nonconformity(s).

17. Plaintiffs are entitled to all incidental, consequential and general damages resulting from Defendant's failure to comply with its obligations under the Act. .

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

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

WHEREFORE, Plaintiffs pray for judgment against Defendant as follows:

1. For rescission of the contract and restitution of all consideration;

2. For actual compensatory and general damages according to proof at time of trial;

3. That such actual, compensatory and general damages be doubled and awarded to Plaintiffs as a civil penalty;

4. Prejudgment interest from date of rescission;

5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

7. For such other and further relief as the Court deems just and proper.

DATED: June 30, 2016

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiffs

By: _____
KEVIN A. ALEXANDER II

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GCQIS Report Analysis

Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

Folder Number: [ ] File Report To This Folder | File Report To A Folder

Add Comments | Previous | Next | Save | Mail Report

Report Detail Section : View Details | Attachments: 0

Report# :	G7ACP144 NHL			**Received:**	07/01/2016
CCRG/EPRC:		**Reviewed Status:**		**Date:**	
Vehicle:	2014,F150 4X2 ,F150 ,SUP CRW,STYSD ,1FTFW1CF[redacted]			**Build Date:**	04/18/2014
Odometer :	15,565 M	**Engine:**	5.0L 4V	**Calibration:**	DF615C0N
Transmission:	6R80E	**Axle:**		**A/C:**	YES
Dealer:	USA 05414 AutoNation Ford Tustin			**Phone#:**	[redacted]
City:	Tustin	**State:**	California	**Country :**	USA

Originator: [redacted]

Symptom: 4 42 8 39 ST/RN/MV,MOVING,DOWNSHIFT QUAL ,INTERMITTENT

Status:

VFG: V48 GOOD AUTOMATIC TRANSMISSION

Additional Symptom: HARSH 3-1 SHIFT

Fix: **Causal Component :**

Condition Code:

Hotliner: JSUTTO55 **Phone:** **Regn Cd:** W1 Los Angeles

Engineering: **Phone:** **TAR:**

Dlr Contact: [redacted] **Phone:** **Title Cde:** T

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KOEO:

KOEC:

KOER:

Comments:

CONCER 07/01/2016 04:38PM [redacted] MSS - FCSD - TECH SVC HOTLINE

Web Form Data (110440130) Description of Vehicle Concern: HARSH 3-1 DOWNSHIFT, INTERMITTENTLY WHEN COLD Please list any diagnostics already performed: PUMP OUTPUT TEST - PASSED T/C PRESS REG TEST - PASSED AIR TEST: FORWARD, INTERMEDIATE, DIRECT, OD, LOW REVERSE - PASS FLUID LEVEL OK VISUAL INSPECTION, NO LEAKS Parts Replaced: PREVIOUS REPAIRS DONE, INTERMEDIATE CLUTCHES, MAIN CONTROL. Your Question: WILL EXCESSIVE CLEARANCE BETWEEN FORWARD CLUTCH PACK CAUSE INTERMITTENT HARSH DOWN SHIFT? DOES THE TRANS HAVE A COLD DRIVE STRATEGY? COULD THIS BE NORMAL?

RECOMM 07/01/2016 04:38PM [redacted] MSS - FCSD - TECH SVC HOTLINE

Nelson, It is possible that this has been learned into the transmission adaptive shift strategies due to recent driving conditions. Therefore, please first clear the KAM and transmission shift strategies, then perform the Adaptive Drive Cycle listed in WSM Section 307-01> Diagnosis and Testing> Shift Point Road Test> Road Test - Adaptive Drive Cycle. Then reevaluate the shift quality, if the concern is no longer present then the vehicle can be released. Explain the shift strategies to the customer. If the concern is still present, then it is still possible for this to be an operating characteristic of this vehicle. To determine this duplicate the concern on this unit, then drive a like unit under the exact same conditions. The like unit should be any other 14 or earlier F-150 with the same powertrain/driveline package. If the like unit acts similarly then no further repairs or diagnosis is recommended. If necessary show the customer the like unit to further reinforce this. If the dealer determines the concern to be abnormal in comparison, and the concern is still present after the adaptives are reset, then a concern with the direct clutch would be suspected. This is because according to the clutch application chart found in WSM Section 307-01> Specifications, the forward clutch stays applied the entire time when shifting from 3-1. The only clutches changing state would be the direct clutch disengaging and the Low One Way Clutch (OWC). If the low OWC were at fault then the concern would not likely be intermittent. Therefore, a concern with the direct cutch not releasing properly would be suspected. To begin diagnosis, start by referencing GSB G0000093, and using it to inspect the direct clutch latch and

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Click Here for Full Warranty History

| Report a Vehicle Concern | On-line 1878 | SSSC

END OF OASIS REPORT FOR 1FTFW1CF[redacted]

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TOWING: **0 USD**

CONTRACT SOLD BY: **USA 05414**

ESP CONTRACT START DATE: 02-JUNE-2015

[redacted]

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
RENTAL	AWA FOR RENTAL VEHIC	000		82	FREIGHT/POSTAGE/MAINTENANCE

RENTAL VEHICLE

21-JUNE-2016

DEALER: **AutoNation Ford Tustin**

WARRANTY CLAIM NUMBER: **341407**

ODOMETER: **015029M**

PART NUMBER	PART DESCRIPTION	QUANTITY	LABOR OP	CONDITION CODE	CONDITION DESC
FL3Z 7A100E	CONTROL ASY TRANS MA	001	7000A	42	DOES NOT OPERATE PROPERLY
XT 10QLVC		009	7000A11		
6L2Z 7B164B	PLT ASY-CLTCH IN SPL	006	7000A2		
6L2Z 7B442CA	PLATE-REAR CLUTCH DR	006	7000AXQ		
BL3Z 7153B	GASKET TRANSMISSION	001	7000AZJ		
XT 10QLVC		004	7001D		
		000	7001D1		
		000	7001D45		

DIAG. QT NO CODES, FLUID LEVEL OK, CONDITION DARK, ROAD TEST MONITORED PIDS, DELAYED HARSH 1-2, PUMP OUTPUT TEST OK, TCC REGULATOR TEST OK, R&R PAN EXCE SSIVE MATERIAL IN PAN, TEAR DOWN, FOUND STICKING INT CLUTCH REGULATOR VALVE, R&R TRANS MOUNT TO BENCH FIXTURE, TEAR DOWN, FOUND HEAT CHECKED INT CLUTCHE S, PERFORMED OVERHAUL, REPLACED VALVE BODY, FLUSHED COOLER AND LINES, INSTAL

08-JUNE-2016

DEALER: **AutoNation Ford Tustin**

7000A	REPLACE	649.00
7000A11	TRANSMISSION OIL COOLER AND/OR COOLER LINES FLUSH	70.80
7000A2	TRANSMISSION ASSEMBLY OVERHAUL	590.00
7000AXQ	EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR)	23.60
7000AZJ	EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH FIXTU	35.40
7001D	AUTOMATIC TRANSMISSION - DIAGNOSIS	47.20
7001D1	PID RECORDER/MONITOR TEST WITH ROAD TEST	59.00
7001D45	AUTOMATIC TRANSMISSION - DIAGNOSTIC PIN POINT TEST	35.40

Causal	Full Part Number			Part		Part	Extended
Flag	PREF	BASE	SUFF	Description	CPSC	Quantity	Amount
N	FL3Z	7A100	E	CONTROL ASY TRANS MA	07XXXX	1	551.73
N	XT	10	QLVC		NANANA	9	51.53
Y	6L2Z	7B164	B	PLT ASY-CLTCH IN SPL	070104	6	23.86
N	6L2Z	7B442	CA	PLATE-REAR CLUTCH DR	0701XX	6	42.25
N	BL3Z	7153	B	GASKET TRANSMISSION ASSEMBLY	070101	1	98.46
N	XT	10	QLVC		NANANA	4	22.90

DTC Sections: **Mil. Light On = ***

Flag	Test Type	Malfunction Cd	Malfunction Cd Description	Monitor Cd	Monitor Cd Description

Any comments? You can contact



webmaster

76569

7000A	REPLACE	649.00
7000AXQ	EXTRA TIME FOR POST ROAD TEST. (AFTER REPAIR)	23.60
7000AZJ	EXTRA TIME TO MOUNT TRANSMISSION ON A BENCH FIXTU	35.40
7001D	AUTOMATIC TRANSMISSION - DIAGNOSIS	47.20
7001D1	PID RECORDER/MONITOR TEST WITH ROAD TEST	59.00
7191A1	MAIN CONTROL VALVE BODY REMOVE AND INSTALL OR REPLACE	94.40

Causal	Full Part Number			Part		Part	Extended
Flag	PREF	BASE	SUFF	Description	CPSC	Quantity	Amount
Y	FL3Z	7902	C	CONVERTER ASY	07XXXX	1	354.80
N	BL3Z	7A098	A	SCREEN ASY - OIL PAN	07XXXX	1	20.66
N	FL3Z	7A103	E	FRONT PUMP ASY-TRANS	071502	1	206.16
N	FL3Z	7A100	E	CONTROL ASY TRANS MA	07XXXX	1	551.73
N	AL3Z	7G276	B	BULKHEAD ASSY (WIRING CONNECTOR)	07XXXX	1	104.54
N	XT	10	QLVC		NANANA	12	68.71

DTC Sections: **Mil. Light On = ***

Flag	Test Type	Malfunction Cd	Malfunction Cd Description	Monitor Cd	Monitor Cd Description

Any comments? You can contact

webmaster

76566

RQ24-005 000222 LC

Any comments? You can contact



webmaster

RQ24-005 000223 LC

MSN - SYNC ESN	[redacted]
MVC - SYNC VMCU CHECKSUM	[redacted]
MVP - SYNC VMCU PART NUMBER	EE8T-14D205-AA
PA - PASSENGER AIRBAG	T2UH091C2L[redacted]
PS - PASSENGER SIDE AIRBAG	BAM43YY50PL
SR - SATELLITE RADIO	061044500920
TR - TRANSMISSION	A4321 09041424856011 BL3P 7000 AC A1

TIRE DOT INFORMATION:

LF:		RF:	
LR:		RR:	
LI:		RI:	
SPARE:		DOT Plant Manufacturer:	

ESP INFORMATION:

ESP Code:
ESP Coverage(Miles):
ESP Coverage(Time):
ESP Plan Year:
ESP Signature Date:

EMISSIONS INFORMATION:

Emission Code:	DGAAC - CALIFORNIA/GREEN STATE REQ.
Emission Cert Type:	5
Emission Decal Suffix:	YTK
Engine Family:	EFMXT0503D7 - 2014 5.0L F150

Any comments? You can contact

webmaster

4110

[redacted]

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
DEPARTMENT OF COURT RECORDS CIVIL/FAMILY DIVISION
ARBITRATION DOCKET

[redacted]

PLAINTIFF

_____VS.

FORD MOTOR COMPANY
DEFENDANT

_____

ARBITRATION DOCKET

NO. _____ - _____ - _____

HEARING DATE: _____
Court Room 2
City-County Building
7th Floor
9:00 A.M.

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. If you do not have a lawyer, go to or telephone the office set forth below. This office can provide you with information about hiring a lawyer. IF YOU CANNOT AFFORD TO HIRE A LAWYER, this office may be able to provide you with information about agencies that may offer legal service to eligible persons at a reduced fee or no fee.

LAWYER REFERRAL SERVICE,
The Allegheny County Bar Association
11th Floor Koppers Bldg.
436 Seventh Ave, Pittsburgh, PA 15219
TELEPHONE 412-261-5555

HEARING NOTICE

YOU HAVE BEEN SUED IN COURT. The above Notice to Defend explains what you must do to dispute the claims made against you. If you file the written response referred to in the "Notice to Defend" a hearing before a Board of Arbitrators will take place in Court Room 2, 7th floor of the City County Building, 414 Grant Street, Pittsburgh, Pennsylvania on , 20___, at 9:00 a.m. IF YOU FAIL TO FILE the response described in the "Notice to Defend" a judgment for the amount claimed in the complaint may be entered against you before the hearing.

DUTY TO APPEAR AT ARBITRATION HEARING

If one or more of the parties is not present at the hearing, THE MATTER MAY BE HEARD AT THE SAME TIME AND DATE BEFORE A JUDGE OF THE COURT WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

RQ24-005 000225 LC

NOTICE: **YOU MUST RESPOND TO THIS COMPLAINT WITHIN TWENTY (20) DAYS OR A JUDGMENT FOR THE AMOUNT CLAIMED MAY BE ENTERED AGAINST YOU BEFORE THE HEARING.**
IF ONE OR MORE OF THE PARTIES IS NOT PRESENT AT THE HEARING, THE MATTER MAY BE HEARD IMMEDIATELY BEFORE A JUDGE WITHOUT THE ABSENT PARTY OR PARTIES. THERE IS NO RIGHT TO A TRIAL DE NOVO ON APPEAL FROM A DECISION ENTERED BY A JUDGE.

IN THE COURT OF COMMON PLEAS OF ALLEGHENY COUNTY, PENNSYLVANIA
CIVIL DIVISION

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY,

Defendant.

No.:

COMPLAINT

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

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located at Consumer Affairs, 16800 Executive Plaza Drive, 3 NE-B, Dearborn, Michigan 48126-4207, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

BACKGROUND

3. On or about August 26, 2014, Plaintiff purchased a new 2014 Ford F-150, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FTEX1EM[redacted].

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

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5. The contract price of the vehicle, including registration charges, document fees, sales tax, finance and bank charges, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $46,937.44. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

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

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

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

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

10. The first documented warranty repair attempt is believed to have occurred on or before August 28, 2014, when the vehicle odometer showed 25 miles. On that date, repair attempts were made to the air conditioner is not working. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before April 14, 2015, when the vehicle odometer showed 8,835 miles. On that date, repair

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attempts were made to the transmission shifts erratically when accelerating. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before July 13, 2015, when the vehicle odometer showed 11,778 miles. On that date, repair attempts were made to the transmission is not shifting properly, no power and an excessive howl noise on aceleration. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before Agust 06, 2015, when the vehicle odometer showed 13,204 miles. On that date, repair attempts were made to the transmission is not shifting properly, no power and an excessive noise on aceleration. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

14. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

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

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

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

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18. Solomon Ford, Brownsville is and/or was at the time of sale a Motor Vehicle Dealer in the business of buying, selling, and/or exchanging vehicles as defined by 73 P.S. §1952.

19. On or about August 26, 2014, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by 73 P.S §1951 et seq., which substantially impair the use, value and/or safety of the vehicle.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

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

33. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

34. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

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

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

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

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

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

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

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

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

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

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

44. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

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

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

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

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

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

COUNT III
PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, Plaintiff respectfully demands judgment against Defendant in an amount not in excess of Thirty Five Thousand Dollars ($35,000), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

By: /s/

Robert A. Rapkin, Esquire
Attorney for Plaintiff
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

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VERIFICATION

I, Robert A. Rapkin, being duly sworn according to law, depose and say that I am the attorney for the Plaintiff, in this action and that the facts set forth in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that any false statements made herein are subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

/s/

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiff

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Dealer Number 859568 Contract Number _____

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Creditor-Seller (Name and Address)
Joseph Earl Shrader 10 Columbus Dr MONESSEN, PA 15062 Westmoreland Co.		SOLOMON FORD, LLC. 500 NATIONAL PIKE WEST BROWNSVILLE, PA 15417-

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

New/Used/Demo	Year	Make and Model	Mfg Gross Vehicular Weight	Vehicle Identification Number	Primary Use For Which Purchased
New	2014	FORD F-150		1FTEX1EW9EFA60513	☒ personal, family or household ☐ business ☐ agricultural ☐ _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of $ 12,400.00
4.7200 %	$ 5,174.39	$ 29,363.05	$ 34,537.44	$ 46,937.44

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
84	$411.16	Monthly beginning 09/25/14

Or As Follows:

Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including $ 1,645.50 sales tax) $ 41,470.50 (1)

2 Total Downpayment =

Trade-In 2009 FORD FOCUS SE (Year) (Make) (Model)
Trade-In 1FAHP35N49W229981 (VIN)

Gross Trade-In Allowance	$ 7,900.00
Less Pay Off Made By Seller	$ N/A
Equals Net Trade In	$ 7,900.00
+ Cash	$ N/A
+ Other Rebate (s)	$ 4,500.00
(If total downpayment is negative, enter "0" and see 4H below)	$ 12,400.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 29,070.50 (3)

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

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies

Life	Term	N/A	$ N/A
Disability	Term	N/A	$ N/A

B Other Optional Insurance Paid to Insurance Company or Companies

(Describe) N/A	Term N/A	
(Describe) N/A	Term N/A	

C Official Fees Paid to Government Agencies

to State of PA	for TIRE TAX	
to State of PA	for ONLINE FEE	
to N/A	for N/A	$ N/A

PLAINTIFF'S EXHIBIT A
ALL-STATE LEGAL®

Insurance. You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.
If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both
☐ Credit Disability (Buyer Only)
Premium:
Credit Life $ N/A
Credit Disability $ N/A
Insurance Company Name N/A
Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Other Optional Insurance

☐ N/A (Type of Insurance) N/A (Term)
Premium $ N/A
Description of Coverage N/A
Insurance Company Name N/A
Home Office Address N/A
☐ N/A (Type of Insurance) N/A (Term)
Premium $ N/A

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Late Charge. If payment is not paid in full within 10 days after it is due, you will pay a late charge. If the vehicle is a heavy commercial motor vehicle, the charge will be 4% of the part of the payment that is late. Otherwise, the charge will be 2% per month of the part of the payment that is late, figured based on a full calendar month for any part of a month that is more than 10 days.
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.
Security Interest. You are giving a security interest in the vehicle being purchased.
Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

[redacted] $ 41,470.50 (1)

+ Cash $ 7,900.00
+ Trade-in $ N/A
= Gross Trade-in $ 7,900.00
− Payoff $ N/A
+ Other Rebates(s) $ 4,500.00
(If total downpayment is negative, enter "0" and see 4H below) $ 12,400.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 29,070.50 (3)

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

A Cost of Optional Credit Insurance Paid to Insurance Company or Companies
Life Term N/A $ N/A
Disability Term N/A $ N/A $ N/A

B Other Optional Insurance Paid to Insurance Company or Companies
(Describe) N/A Term N/A $ N/A
(Describe) N/A Term N/A $ N/A

C Official Fees Paid to Government Agencies
to State of PA for TIRE TAX $ 5.00
to State of PA for ONLINE FEE $ 14.55
to N/A for N/A $ N/A

D Optional Gap Contract $ N/A

E Government Taxes Not Included in Cash Price $ N/A

F Government License and/or Registration Fees
Transfer 9.00, Lic 28.00, Increase 30.00 $ 67.00

G Government Certificate of Title Fees
(Includes $ 23.00 security interest recording fee) $ 73.00

H Other Charges (Seller must identify who is paid and describe purpose)
to N/A for Prior Credit or Lease Balance $ N/A
to N/A for N/A $ N/A
to N/A for N/A $ N/A
to SOLOMON FORD, LLC for DOC FEE $ 133.00
to N/A for N/A $ N/A
to N/A for N/A $ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf $ 292.55 (4)

5 Amount Financed (3 + 4) $ 29,363.05 (5)
6 Finance Charge $ 5,174.39 (6)
7 Total of Payments-Time Balance (5 + 6) $ 34,537.44 (7)

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS _____

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. This insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life insurance or credit disability insurance provides. See the policies or certificates for coverage limits or other terms and conditions.

Other Optional Insurance

☐ N/A (Type of Insurance) N/A (Term)
Premium $ N/A
Description of Coverage N/A
Insurance Company Name N/A
Home Office Address N/A

☐ N/A (Type of Insurance) N/A (Term)
Premium $ N/A
Description of Coverage N/A
Insurance Company Name N/A
Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
I want the insurance checked above.

X _____ Buyer Signature _____ Date

X _____ Co-Buyer Signature _____ Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

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

I want to buy a gap contract.

Buyer Signs X _____

G Government Certificate of Title Fees $ [illegible]

(includes $ 23.00 security interest recording fee) $ 73.00

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

to N/A	for Prior Credit or Lease Balance	$ N/A
to N/A	for N/A	$ N/A
to N/A	for N/A	$ N/A
to SOLOMON FORD, LLC	for DOC FEE	$ 132.00
to N/A	for N/A	$ N/A
to N/A	for N/A	$ N/A

Total Other Charges and Amounts Paid to Others on Your Behalf $ 292.55 (4)

5 Amount Financed (3 + 4) $ 29,363.05 (5)

6 Finance Charge $ 5,174.39 (6)

7 Total of Payments-Time Balance (5 + 6) $ 34,537.44 (7)

Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.
I want the insurance checked above.

X _____ _____
Buyer Signature Date

X _____ _____
Co-Buyer Signature Date

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

If you do not meet your contract obligations, you may lose the vehicle.

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS _____

Returned Check Charge: You agree to pay the costs we actually pay to others if any check you give us is dishonored.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

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

I want to buy a gap contract.

Buyer Signs X _____

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

HOW THIS CONTRACT CAN BE CHANGED. This contract contai[redacted] ontract must be in writing and we must sign it. No oral changes are binding. Buyer Sig[redacted]
If any part of this contract is not valid, all other parts stay valid. W[redacted] g them. For example, we may extend the time for making some payments without extending the time for making others.
You authorize us to obtain information about you, or the vehicle you are buying, from the state motor vehicle department or other motor vehicle registration authorities.
See back for other important agreements.

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

NOTICE TO BUYER.
DO NOT SIGN THIS CONTRACT IN BLANK.
YOU ARE ENTITLED TO AN EXACT COPY OF THE CONTRACT YOU SIGN.

[redacted] Date _____

we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you

[redacted]

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

CUSTOMER/TRUTH IN LENDING COPY

0 LC

[redacted]

1. TOTAL PRICE OF UNIT	$ 37,261.05
2. DOWN PAYMENT: consisting of $ N/A in cash and/or $ 7,900.00 net trade-in allowance on trade-in: see statement in right hand column for details.	$ 7,900.00
3. UNPAID CASH BALANCE DUE ON DELIVERY (difference between Items 1 and 2)	$ 29,361.05

GUIA PARA, COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE VE EN EL FORMULARID DE LA VENTANILLA PARA ESTE VEHÍCULO FORMA PARTE DEL PRESENTE CONTRATO. LA INFORMACION DEL FORMULARIO DE LA VENTANILLA DEJA SIN EFECTO TOSA DISPOSICIÓN EN CONTRARIO CONTENIDA EN EL CONTRATO DE VENTA.

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

PURCHASER'S SIGNATURE X _____

Purchaser hereby acknowledges to the above clause.

BINDING CONTRACT: "This Contract is not binding upon either the dealer or the Buyer until signed by an authorized dealer representative. YOU, THE BUYER, MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO THE DEALER." I UNDERSTAND THAT IF I CANCEL THIS PURCHASE AGREEMENT OR REFUSE TO TAKE DELIVERY OF THE VEHICLE ORDERED, EXCEPT AS PERMITTED BY LAW, I SHALL, AT THE DEALERSHIP'S

[redacted]

SOLOMON Auto Group
Ford

500 National Pike West
Brownsville, PA 15417
Phone: (724) 785-5500
Fax: (724) 785-4684
www.solomonauto.com
Email: sales@solomonauto.com

R/O	VIN			INTERNAL - 4F390 (14-FORD)	DATE IN
45514	1FTEX1EM9E[redacted]				08/28/14
YEAR 2014	MAKE FORD	MODEL F-150	COLOR WHITE	Brownsville	TIME IN 12:48 09:26
MILES IN 25	MILES OUT 607	FIRST USE 00/00/00 / /	USC.		CLOSED 09/03/14
SEE ALSO		RES. H:(0) -	BUS. W:( ) -		WRITER ABAUM\

(1) AIR CONDITIONER NOT WORKING				
INSTALL DYE - FOUND LEAK AT AC CONDENSOR		19700A	42 C05 T02	6
EVAC AND REPLACED CONDENSOR		19700A7	T02	7
RECHARGE SYSTEM -CHECK FOR LEAKS		Labor	T02	
		BG701	(FRIGI-QUIET OI)	1
Warranty Claim Repair Type: -		YN19	(REFRIGERANT -)	20
Customer Concern Code: C05		(F)BL3Z19712B	(CONDENSER ASY)	1
Condition Code: 42				
(02-8524 THANN-)	A	.....(Warranty).....		
(2) STATE INSPECTION				
STICKER # AI4-7357541		SI	SI T02	5
TIRES 14/32		Inspection Sticker		1
BRAKES FRONT AND REAR 13/B				
(02-8524 THANN-)	A	.....(Internal).....		
(3) PA STATE EMISSIONS TEST				
STICKER # IM4-7073229		EMIS	EMIS T02	5
(02-8524 THANN-)	A	.....(Internal).....		

Next Service DEC '14 Lube-Oil-Filter

	W.C.	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
Tax		.00	.00
Total			.00

DISCLAIMER OF WARRANTIES

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

X CUSTOMER SIGNATURE

ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT B

Proform Products Inc. 724-864-0170

SOLOMON Auto Group
Ford

500 National Pike West
Brownsville, PA 15417
Phone: (724) 785-5500
Fax: (724) 785-4684
www.solomonauto.com

[redacted]

CHECK FOR CODES - NONE FOUND
REFER TO SSM 44844 -CHECK COOLANT FULL
CHECK TRANSMISSION CLEAN AND FULL
TEST DRIVE WITH CUSTOMER COULD NOT
DUPLICATE CONCERN - NO PROBLEM
FOUND AT THIS TIME
Warranty Claim Repair Type: -
Customer Concern Code: D42
Condition Code: 82
Non-Replaced Causal Part: NPF
(02-8524 THANN-) A .....(Warranty).....

(2) MULTI POINT INSPECTION

99P	99P	99P	T02	2	
GTIRE			T02		
GBAT			T02		
GBK			T02		

(02-8524 THANN-) A .....(Internal).....

(3) ROTATE TIRES 4X4

RT4	RT4		T02	4	16.95
Total Labor					16.95
Total Repair (Customer)					16.95

(02-8524 THANN-) A

Cash: 17.97

Next Service	Lube-Oil-Filter	WC	INT.	CUSTOMER
			Labor	16.95
			Parts	0
			Sublet	0
			Shop Supplie	0
			Oil/Grease	0
			Sub Total	16.95
		.00	Tax	
			Total (Cash)	17.97

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

X
CUSTOMER SIGNATURE

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
C

Page 1 of 1 Job 48240 Repr

48240 Customer Copy

Proform Products Inc. 724-864-0170

RQ24-005-000243-LC

SOLOMON Auto Group
Ford

500 National Pike West
Brownsville, PA 15417
Phone: (724) 785-5500
Fax: (724) 785-4684
www.solomonauto.com
Email: sales@solomonauto.com

[redacted]

(1) ACCELERATION ON PULL - 2-3 DELAY IN UPSHIFT
WILL START TO HOWL AND THEN SHIFTS — NPF — 82 — P67 — T02 — 8
AT TIMES NO POWER ON PULL OUT - WILL REV TO
3000 RPM'S-ALSO 5-4 HARD DOWN SHIFT BANG REAR
ROAD TEST - SELF TEST PCM NO CODE
CHECK PCM UPDATE NONE -CHECK FLUID CLEAN AND
FULL NO METAL IN FLUID -CHECK FOR TSB AND SSM
COULD NOT VERIFY -NPF
Warranty Claim Repair Type: -
Customer Concern Code: P67
Condition Code: 82
Non-Replaced Causal Part: NPF
(02-8524 THANN-) A .....(Warranty).....

(2) MULTI POINT INSPECTION
99P — 99P — 99P — T02 — 2
(02-8524 THANN-) A .....(Internal).....

Next Service NOV '16 Lube-Oil-Filter

	W.C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
Tax		.00	.00
Total			.00

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

X CUSTOMER SIGNATURE

PLAINTIFF'S EXHIBIT D
ALL-STATE LEGAL®

Page 1 of 1 Job 49426

49426

Custom
Labor

Proform Products Inc. 724-864-0170

SOLOMON Auto Group

Ford

500 National Pike West
Brownsville, PA 15417
Phone: (724) 785-5500
Fax: (724) 785-4684
www.solomonauto.com
Email: sales@solomonauto.com

R/O	VIN				
49779	1FTEX1EM9EFA60513				
YEAR 2014	MAKE FORD	MODEL F-150	COLOR WHITE	N	
MILES IN 13204	MILES OUT 13398	FIRST USE 08/26/14 08/26/14	LISC. PA ZFW8919		
SEE ALSO					

JOSEPH E SHRADER
10 Columbus
MONESSEN PA 15062
joe.shrader@84lumber.biz

RES. H:(724) 875-7427 BUS. W:(724) -

DATE IN	TIME IN	CLOSED	WRITER
08/06/15	15:52 14:48	08/13/15	9998 ABAUM\01

(1) TRANSMISSION SHIFT CONCERNS -2 TO 3 UPSHIFT
AND 5 TO 4 DOWNSHIFT NOISE IN REAR DRIVELINE NPF T02 19
EXCESSIVE NOISE IN TRANSMISSION ON ACCELER-
ATION
HOTLINE CONTACT # 108991973
DID VERIFY CONCERN WITH CUSTOMER ON
TEST DRIVE - HOOK UP IDS -NO CODES -
---UNABLE TO RELINQUISH VCM AT THIS TIME
DUE TO CURRENT SHOP SCHEDULE---
CANNOT DUPLICATE CONCERN -CUSTOMER TO
CALL WHEN REOCCURING - INSTRUCT CUSTOMER
TO NOT SHUT OFF IGNITION AS SEEMS TO RESET
COMPUTER AND CONCERN GOES AWAY
Warranty Claim Repair Type: -
Non-Replaced Causal Part: DIAG
(02-8524 THANN-) A .....(Warranty).....

Next Service NOV '15 Lube-Oil-Filter

	W.C	INT.	CUSTOMER
Labor			.00
Parts			.00
Sublet			.00
Shop Supplie			.00
Oil/Grease			.00
Sub Total			.00
Tax		.00	.00
Total			.00

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

X CUSTOMER SIGNATURE

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
E

49779 Custom Labor

Proform Products Inc. 724-864-0170

Server: **AWS Prod**
Claims loaded through: **09-OCT-2015**

STANDARD CLAIMS LIST

AWS Online Report

Run Date: 12-OCT-15
Note: All Costs are in US Dollars

[redacted]

http://www.quality.ford.com/aws/cgi-bin/jlu/clmlist20.pl?srvr=AWSPPRDDG&modelyr=2014&vin_cd=1FTEX1[redacted]15

[redacted]

Any comments? You can contact



webmaster

http://www.quality.ford.com/aws/cgi-bin/jlu/clmlist20.pl?srvr=AWSPPRDDG&modelyr=2014&vin_cd=1FTEX1 [redacted]

[redacted]

VFG: V48 GOOD AUTOMATIC TRANSMISSION

Additional Symptom: DELAYED 2-3 SHIFT

Fix: **Causal Component :**

Condition Code:

Hotliner: JWILKINP **Phone:** **Regn Cd:** G4 Pittsburgh

Engineering: **Phone:** **TAR:**

Dlr Contact: tom hannah **Phone:** **Title Cde:** T

KOEO: PO1000
KOEC:
KOER:

Comments:

CONCER 08/10/2015 12:38PM [redacted] **MSS - FCSD - TECH SVC HOTLINE**

Web Form Data Description of Vehicle Concern: 2-3 up shift at times longer to shift Please list any diagnostics already performed: self test pcm no codes ck fluid full & clean Parts Replaced: none Your Question: any problem reported on extended 2-3upshifts intermittent. could we have a solenoid or maincontrol 2-3 shift valve sticking.

RECOMM 08/10/2015 12:38PM [redacted] **MSS - FCSD - TECH SVC HOTLINE**

Hello Tom, A delayed 2-3 shift with no DTCs could be characteristic of the truck, a learned shift strategy, or due to a mechanical solenoid, valve or internal transmission fault as you suspect. It is noted the transmission oil if full an clean. Reviewing OASIS and the self-help tool no similar reports were found. If it has not been done, test drive a like F150 with the same power train options to see if the delayed 2-3 shift is characteristic. If both trucks compare, the concern is verified to be characteristic. No further diagnostics or repairs should be performed as it will find no faults and lead to excessive down time. Additionally, if the concern cannot be duplicated, no further testing or diagnostics should be performed as any repairs completed will not be able to be verified to fix the 2-3 shift concern. If a like unit is not available, or the two trucks do not compare, perform a Transmission Drive Cycle Test as called out in WSM section 307-01 > Diagnosis and testing. If the delated 2-3 shift is no longer present then the concern was confirmed to be a learned shift strategy. If there is still a delayed 2-3 shift that is not characteristic, and no DTCs are present, the diagnosis by symptom chart may have to be followed. Referencing the clutch application chart in the specifications section of 307-01 on the 2-3 shift the intermediate clutch is released and the direct clutch is applied. The delay could be due to the intermediate clutch no releasing, or direct clutch not applying fast enough. To verify the concern is on the 2-3 shift Monitor PIDs GEAR (the commanded gear number) GEAR_RAT (The commanded gear ratio) and TRAN_RAT (The measured gear ratio from the OSS and TSS sensor input). TRAN_RAT should match GEAR_RAT within one second. If they do not, there is a slip/delay present. If there are no slips present and TRAN_RAT matches GEAR_RAT verify the 2-3 shift is

occurring per the specifications called out in the Shift point road test. If TRAN_RAT does not match GEAR_RAT then the Diagnosis by symptom chart will have to be followed to resolve the shifting concern.

CONCER 08/10/2015 01:46PM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE

The Delayed 2-3 shift concern was verified, the Customer had the vehicle acting up and demonstrated the concern occurring. One time the 2-3 shift did not occur until 25 to 30 MPH, the next time was 35-40 MPH and one time took approximately 50 MPH to get the 2-3 shift to occur, the RPM just goes high as the transmission stays in 2nd gear. When the symptom is present, shutting off the ignition and restarting resolves the concern until it occurs again. No DTCS set, the concern is very intermittent and Customer noted the concern has been present since approximately 5000 miles were on the vehicle. The transmission fluid level is correct and clean. The vehicle is currently not at the Dealer.

RECOMM 08/10/2015 01:46PM PAUL BUSHON MSS - FCSD - TECH SVC HOTLINE

Tom, With no DTCS set, this may be due to an intermittent engine performance concern. Make a PCM datalogger recording of the RPM, MAF, BARO, LOAD, IAT, CHT, APP1, TP1, TP2, ETC_DSD, ETC_ACT, VSS. Document the LOAD, RPM and VSS speed when the transmission is not shifting out of 2nd gear. If the LOAD is over 60%, the shift speed point tables are going to be under WOT and the 2-3 shift would not be commanded until 54-59 MPH. When the Vehicle comes back to the Dealer, check the air filter, if the air filter is aftermarket and one that can be cleaned and oiled, check for any oil contamination in the MAF sensor. If no engine performance concerns are found, a transmission datalogger recording would be made next. Record the RPM, GEAR, GEAR_RAT, TRANS_RAT or GEAR_RATIO_MES, TSS_SRC, OSS_SRC, LINEDSD, TFT, TCC_AMP, TC_SLIPACT, TR_DC and VSS. If the GEAR_RAT (commanded gear) stays in 2nd gear while the engine RPM is going high, Check the TR-DC for maintaining a Drive input of 54.35 to 71.15 %.

Download Options

Folder Number: File Report To This Folder File Report To A Folder

Add Comments Previous Next Save Mail Report

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Service of Process Transmittal Summary

TO: Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in Florida**

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:

DOCUMENT(S) SERVED:

COURT/AGENCY:

NATURE OF ACTION:

PROCESS SERVED ON:

DATE/METHOD OF SERVICE:

JURISDICTION SERVED:

APPEARANCE OR ANSWER DUE:

ATTORNEY(S)/SENDER(S):

ACTION ITEMS:

REGISTERED AGENT CONTACT:

[redacted]

REMARKS: Please note: Transmittal has been updated to correct the Court

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

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

Wolters Kluwer

PROCESS SERVER DELIVERY DETAILS

Date: Tue, Aug 15, 2023
Server Name: [redacted]

Entity Served	FORD MOTOR COMPANY
Case Number	[redacted]
Jurisdiction	FL

Inserts		

[redacted]

IN THE CIRCUIT/COUNTY COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

[redacted]

SUMMONS AND NOTICE TO ALL PARTIES TO APPEAR FOR PRETRIAL CONFERENCE VIA ZOOM VIDEO CONFERENCE

[redacted]

YOU ARE HEREBY NOTIFIED that you or your attorney is required to appear VIA ZOOM VIDEO CONFERENCE on September 19, 2023 at 10:00 AM for a PRETRIAL CONFERENCE before the Court.

The information to connect to the Zoom video conference on the above date and time is as follows:

[redacted]

DATE: 8-15-23
HOUR: 1145
DEPUTY: JD 10257

IMPORTANT - READ CAREFULLY

THE CASE WILL NOT BE TRIED AT THE PRETRIAL CONFERENCE
YOU MUST APPEAR BY VIDEO EITHER PERSONALLY OR BY ATTORNEY
WITNESSES ARE NOT REQUIRED TO APPEAR AT PRETRIAL CONFERENCE

The defendant(s) must appear on the date specified above at the assigned time to avoid a default judgment. The plaintiff(s) must appear to avoid having the case dismissed. A written MOTION or ANSWER or NOTICE OF APPEARANCE filed with the Clerk by the plaintiff(s) or the defendant(s) **will not excuse** the video appearance of a party or its attorney at the PRETRIAL CONFERENCE, **without prior court approval**. The date and time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.

CL-0189-2007

ADDITIONAL INSTRUCTIONS

Zoom Information: Instructions and guidance regarding your Zoom appearance can be found on the website of the 7th Judicial Circuit at www.circuit7.org. Additionally, on the website for the 7th Judicial Circuit, you may also find instructions specific to the judge presiding over your case. To determine if your presiding judge has additional instructions, you can locate the name of the presiding judge at the top of the first page of this summons. Please refer to the presiding judge's page on the website of the 7th Judicial Circuit at www.circuit7.org.

Business Entities: Any business entity recognized under Florida law may be represented at any stage of the trial court proceedings by any principal of the business entity who has legal authority to bind the business entity or any employee authorized in writing by a principal of a business entity. A principal is defined as being an officer, member, managing member, or partner in the business entity. Written authorization must be filed with the Court prior to the pretrial conference.

Purpose of Pretrial Conference: The purpose of the pretrial conference is to note your appearance, to determine if you admit all or part of the claim, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit any documents necessary to prove the case, state the names and addresses of the witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long the trial will take.

Mediation: Mediation may take place at the pretrial conference. Whoever appears for a party must have full authority to settle. Failure to have full authority to settle at this pretrial conference may result in the imposition of costs and attorneys' fees incurred by the opposing party.

Acknowledgment of Debt: If you admit the claim, but desire additional time to pay, you must appear and state the circumstances to the court. The court may or may not approve a payment plan and withhold judgment or execution or levy.

RIGHT TO VENUE: The law gives the person or company who has sued you the right to file the lawsuit in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s), have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following: (1) where the contract was entered into; (2) if the suit is on an unsecured promissory note, where the note was signed or where the maker resides; (3) if the suit is to recover property or to foreclose a lien, where the property is located; (4) where the event giving rise to the suit occurred; (5) where any 1 or more of the defendants sued reside; (6) any location agreed to in the contract; (7) in an action for money due, if there is no agreement as to where suit may be filed, where the payment is to be made.

Objection to Venue: If you, as the defendant(s), believe the plaintiff(s) has/have not sued in one of these correct places, you must appear on your court date and orally request a transfer, or you must file a WRITTEN request for transfer in affidavit form (sworn to under oath) with the court at least 7 days prior to your first court date and send a copy to the plaintiff(s) or plaintiff's('s) attorney, if any.

Service of Summons: It is the responsibility of the plaintiff(s) to have the summons/notice to appear along with a copy of the statement of claim served on the defendant(s) prior to the date of the pretrial conference in accordance with law.

DATED : August 9, 2023

LAURA E. ROTH
CLERK OF CIRCUIT/COUNTY COURT

[redacted]

By : [redacted] **Deputy Clerk**

[redacted]

[redacted]

ADDITIONAL INFORMATION

Waiver of Appearance: **(SCR 7.090(e))** Where all parties are represented by an attorney, counsel may agree to waive personal appearance at the initial pretrial conference, if a written agreement of waiver signed by all attorneys is presented to the court ***prior to or at the pretrial conference.*** The agreement shall contain a short statement of the disputed issues of fact and law, the number of witnesses expected to testify, an estimate of the time needed to try the case, and any stipulations of fact. The court shall forthwith set the case for trial within the time prescribed by these rules.

Settlement: The plaintiff and the defendant are expected to make a sincere effort to resolve this matter at the pretrial conference. If this cause is settled between the parties outside of court, either before or after the pretrial conference, the parties shall file the settlement agreement with the Clerk of Court.

Trial Information: All cases that are set for trial will be conducted without a jury unless a written demand for a jury trial is made by the plaintiff at the commencement of the action, or by any defendant within five days after service of the Summons or at pretrial conference. If the demand is not made, the right to trial by jury is waived.

Trial Preparation: On the date your case is set for trial, once your trial begins, it is the only opportunity you will have to have your case heard by the court. **Appear on time and have all evidence you need to prove your case with you and/or submitted to the court in accordance with the court's guidelines for the handling of evidence remotely**. Make sure all of your witnesses are familiar with the court's procedures for appearing via video conferencing. A written document or statement prepared by a witness is usually not acceptable evidence unless both parties agree that the document or statement may be considered by the court or the person who prepared the document or statement is present in court to testify.

Subpoenas: If it is necessary to subpoena a witness or documents, contact the Clerk of Court.

Failure to Prosecute: Any case in which no action has been taken for a period of six months is subject to dismissal.

Court Reporter: The trial will not be recorded by the court. If you wish to have a record of the proceedings, a court reporter is necessary, and it is up to you to schedule a court reporter for the trial.

Email Addresses and Address Changes: To receive timely notifications of court proceedings and rulings, it is suggested that you register an email address with the Clerk of Court. If the Clerk of Court does not have an email address on file for you, you will receive notice of the hearing via U.S. Mail delivery at your last known address on file with the Clerk of Court.
To register an email address, fill out and e-file the Clerk's form which can be accessed at http://www.clerk.org/pdf/PermissionToUseE-Mail.pdf. If you choose not to register and email address, be sure to keep your mailing address current, all changes in mailing address must be furnished in writing to the Clerk's office and be sent to the opposing party.

ADDRESS OF THE CLERK OF THE CIRCUIT COURT

LAURA E. ROTH
CLERK OF THE COURT
P.O. BOX 6043
DELAND, FL 32721-6043

If English is not your native language and you need assistance understanding the court's proceedings, you will need to bring someone to interpret for you as this service is not provided by the court.

Si el inglés no es su lengua materna y va a necesitar ayuda para entender el proceso judicial, tendrá que traer a alguien para que le interprete ya que el tribunal no ofrece este servicio.



REQUESTS FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES

If you are a person with a disability who needs an accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 101 N. Alabama Ave., Ste. D-305, DeLand, FL 32724, (386) 257-6096, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the appearance is less than 7 days; if you are hearing or voice impaired, call 711.

THESE ARE NOT COURT INFORMATION NUMBERS



SOLICITUD DE ADAPTACIONES PARA PERSONAS CON DISCAPACIDADES

Si usted es una persona con discapacidad que necesita una adaptación para poder participar en este procedimiento, usted tiene el derecho a que se le proporcione cierta asistencia, sin incurrir en gastos. Comuníquese con la Oficina de Administración Judicial (Court Administration), 101 N. Alabama Ave., Ste. D-305, DeLand, FL 32724, (386) 257-6096, con no menos de 7 días de antelación de su cita de comparecencia ante el juez, o de inmediato al recibir esta notificación si la cita de comparecencia está dentro de un plazo menos de 7 días; si usted tiene una discapacidad del habla o del oído, llame al 711.

ESTOS NUMEROS TELEFONICOS NO SON PARA OBTENER INFORMACION

CL-0247-1904

In The County Court Of The Seventh Judicial Circuit In And For Volusia County, Florida

[redacted]

STATEMENT OF CLAIM

[redacted]

defendant(s) and alleges: (GIVE BRIEF STATEMENT EXPLAINING REASONS FOR FILING SUIT. Example: loan, accident, etc.)

Ford 150 Truck manufactured with a well documented, faulty part. This caused rapid downshifting from Third To first gear

DATE: 8-15-23
HOUR: 1145
DEPUTY: JW457

**** Please continue to next page if you have additional information. (If applicable a copy of the written instrument is attached hereto.)**

WHEREFORE, Plaintiff requests judgment in the amount of $ 893.25 damages, $ _____, interest, attorney's fees (if applicable) and costs of this action.

STATE OF FLORIDA
COUNTY OF VOLUSIA

The above named Plaintiff being duly sworn states the foregoing claim is a just and true statement of the amount owing by the Defendant to the Plaintiff, exclusive of all setoffs and just grounds of defense. Plaintiff states that the Defendant is not in the Military Service of the United States. This action has been brought in the County in which venue is proper, pursuant to Chapter 47, Florida Statutes.

[redacted]

Plaintiff or Plaintiff's Attorney

[redacted]

CL-0219-2001

(USE THE REVERSE SIDE FOR ADDITIONAL CLAIM INFORMATION)

RQ24-005 000260 LC

FOR YOUR INFORMATION

LAURA E. ROTH
CLERK OF COURT
101 N Alabama Avenue
DeLand, FL 32721-6043
386-736-5907

LAURA E. ROTH
CLERK OF COURT
125 E. Orange Avenue
Daytona Beach, FL 32115-2401
386-257-6081

****Mailing Address for Clerk of Court**
P.O. Box 6043
DeLand, FL 32721-6043

[redacted]



REQUESTS FOR ACCOMMODATIONS BY PERSONS WITH DISABILITIES If you are a person with a disability who needs an accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 125 E. Orange Ave., Ste. 300, Daytona Beach, FL 32114, (386) 257-6096, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the appearance is less than 7 days; if you are hearing or voice impaired, call 711.

THESE ARE NOT COURT INFORMATION NUMBERS



SOLICITUD DE ADAPTACIONES PARA PERSONAS CON DISCAPACIDADES

Si usted es una persona con discapacidad que necesita una adaptación para poder participar en este procedimiento, usted tiene el derecho a que se le proporcione cierta asistencia, sin incurrir en gastos. Comuníquese con la Oficina de Administración Judicial (Court Administration), 125 E. Orange Ave., Ste. 300, Daytona Beach, FL 32114, (386) 257-6096, con no menos de 7 días de antelación de su cita de comparecencia ante el juez, o de inmediato al recibir esta notificación si la cita de comparecencia está dentro de un plazo menos de 7 días; si usted tiene una discapacidad del habla o del oído, llame al 711.

ESTOS NUMEROS TELEFONICOS NO SON PARA OBTENER INFORMACION JUDICIAL

March 1, 2022

CT Corporation System, Registered Agent
1200 South Pine Island Road
Plantation Fl 33324

Subject: Ford Motor Company

I have experienced an abrupt downshift from third to first gear on a busy highway. My F150 truck came to a complete stop. I was not hurt and the other vehicles were able to avoid me. My instrument panel indicated a P0720 code (transmission speed sensor).

One transmission shop changed the transmission fluid to eliminate any metal particles from interrupting the signals of the speed sensors. This did not work.

Another transmission shop replaced the "lead frame" which fixed the problem.

A 2011-2013 recall replaced the "lead frame" installed at the Dearborn plant for F150 trucks. I believe a bad "lead frame" was installed on my 2014 F150 truck, which was assembled at Dearborn.

These repairs have cost me $873.25, which I am seeking reimbursement. Thank you.

[redacted]

Attachments:

BILL'S TRANSMISSION SERVICE, LLC

M.V. 14143

3664 Jackson Street
Port Orange, FL 32119
(386) 767-5618

NO. _____

CUSTOMER [redacted] | VEHICLE I.D. NUMBER

ADDRESS | DATE 4/8/21 A.M. P.M.

CITY | PROMISED A.M. P.M.

[redacted] | PHONE

MILEAGE 74[illegible]

RATE HOURLY ☐ FLAT ☐ BOTH ☐ | CUSTOMER REQUEST REPLACED PARTS Yes ☐ No ☐ | PAYMENT CASH ☐ CHECK ☐ CHARGE ☐ | DAILY STORAGE FEE $ | DIAGNOSTIC CHARGE $

SERVICE TECHNICIAN	DESCRIPTION OF WORK	USED PART	EST TIME HRS. 10'S	ESTIMATED AMOUNT	ACTUAL AMOUNT
	LUBRICATE ☐ CHANGE OIL ☐ CHANGE FILTER ☐ ROTATE TIRES ☐ WASH ☐				
1	SERVICE TRANSMISSION				
	CHANGE FLUID				
	NEW FILTER				
	PAN GASKET				
	ADJ LINKAGE				
1	CLEAN AND RESET TCM				
	PAINT + LABOR				200 00
	WARRANTY GOOD FOR _____ OR _____ MILES WHICHEVER COMES FIRST ON WORK DONE				
	WARRANTY TOWING NOT TO EXCEED 25 MILES OF SHOP				
	WARRANTY DOES NOT INCLUDE ELECTRICAL COMPONENTS IE: COMPUTERS, SWITCHES, RELAYS SOLENOIDS OR SENSORS				
	LOCAL WARRANTY, "GOOD AT THIS SHOP ONLY"				

INSURANCE INFORMATION:

PLEASE READ CAREFULLY. CHECK ONE OF THE STATEMENTS BELOW AND SIGN:

I UNDERSTAND THAT UNDER STATE LAW I AM ENTITLED TO A WRITTEN ESTIMATE, IF MY FINAL BILL WILL EXCEED $50.

☐ I REQUEST A WRITTEN STATEMENT

☐ I DO NOT REQUEST A WRITTEN ESTIMATE AS LONG AS THE REPAIR COSTS DO NOT EXCEED $_____. THE SHOP MAY NOT EXCEED THIS AMOUNT WITHOUT MY WRITTEN OR ORAL APPROVAL.

☐ I DO NOT REQUEST A WRITTEN ESTIMATE.

SIGNED _____ DATE 4/8/21

ESTIMATED COST OF REPAIR WORK [redacted]

ADDITIONAL AUTHORIZED AMOUNT $	
DATE / TIME	
GIVEN BY	
RECEIVED BY	
WORK COMPLETED DATE:	
FINAL MILEAGE:	

TOTAL SERVICE			
TOTAL PARTS			
SUBLET/MTL.			200 00
LUBE-OIL			
TIRES			
TAX			13 00
GAS			
LESS DEP		d.	
TOTAL			213 00

I hereby authorize repair work to be done as described above. I agree to pay cash on delivery of the vehicle and until paid in full you shall have a lien on the vehicle for the amount owing in the event of default by me in payment you are hereby specifically authorized to retain possession of the vehicle without notice and without process of law, and said possession shall invest you with all rights of a possessory lien holder under the law. I further agree that you will not be held responsible for the vehicle or articles left in the vehicle in case of fire, theft, accident, or other causes beyond your control. My vehicle may be driven by your employees for road test at my risk. Storage will be charged 72 hours after notice to me that repairs have been completed. If you are forced to take any action for collection of any balance owing by me to you by lawsuit or otherwise, I agree to pay interest on the amount owing until paid, and collections costs, including a reasonable attorney's fee. The provisions herein set forth shall become part of any independent agreement for payment made between us in connection with work authorized by this order. If I cancel the repair order, you may charge for the cost of the teardown, the cost of parts and labor to replace items that were destroyed by teardown, and the cost to reassemble the component of the vehicle.

I AUTHORIZE SERVICE TO BE PERFORMED INCLUDING THE SUBLET WORK. I HAVE READ AND UNDERSTAND THE ABOVE TERMS.

Customer _____ Date 4/8/21

RQ24-005 000264 LC

EQT - Earl's Quality Transmission, Inc.
601 N. Dixie Freeway
New Smyrna Beach, FL 32168
386-423-1007
eqtransmission@gmail.com
www.eqtransmission.com

INVOICE

BILL TO
Earl Tevis

INVOICE [redacted]
DATE 12/22/2021

[redacted]

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	LEAD FRAME	OEM STOCK	1	600.00	600.00T
	LABOR R&R VALVEBODY		1	0.00	0.00T
	SHOP SUPPLIES		1	19.95	19.95T

CODE 720
FALLING OUT OF GEAR
We appreciate your business!

MV38301

SUBTOTAL	619.95
TAX	40.30
TOTAL	660.25
PAYMENT	660.25
BALANCE DUE	**$0.00**

PAID

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

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

November 12, 2020

TO: All U.S. Ford and Lincoln Dealers

SUBJECT: **Customer Satisfaction Program 19N01** ***- Supplement #3***
Certain 2011 - 2013 Model Year F-150 and 2012- 2013 Model Year Expedition/Navigator Vehicles Equipped with A 6R80 Transmission
Transmission Molded Leadframe Extended Coverage

REF : **NEW VEHICLE DEMONSTRATION / DELIVERY HOLD - Safety Recall 19S07 - Supplement #2**
Certain 2011 - 2013 Model Year F-150 Vehicles Equipped with A 6R80 Transmission
6R80 Sudden Transmission Downshift - Powertrain Control Module Reprogramming

REF : **NEW VEHICLE DEMONSTRATION / DELIVERY HOLD - Safety Recall 19S19**
Certain 2013 Model Year F-150 Vehicles Equipped With 5.0L And 6.2L Engines, And A 6R80 Transmission
6R80 Sudden Transmission Downshift – Powertrain Control Module Programming

REF : **Customer Satisfaction Program 19B05**
Certain 2012 - 2013 Model Year Expedition/Navigator Vehicles Equipped With A 6R80 Transmission
Sudden Transmission Downshift - Powertrain Control Module Reprogramming

New! ***REASON FOR THIS SUPPLEMENT***

PARTS REQUIREMENTS/ORDERING INFORMATION:

- *In addition to an IDS session log file, a photo of vehicle's mileage is required. Vehicles with mileage greater than 150,000 miles are not covered under the terms of this program.*
- *Related damage - for vehicles outside new vehicle bumper-to-bumper warranty coverage, submit an Approval Request to the SSSC Web Contact Site prior to completing a repair.*
- *Refund offers expired November 30, 2019.*
- *Transmission fluid can no longer be claimed as Misc. Expense.*

PROGRAM TERMS

This program extends the warranty coverage of the automatic transmission molded leadframe to 10 years of service or 150,000 miles from the warranty start date of the vehicle, whichever occurs first.

This is a one-time repair program.

If a vehicle has already exceeded either the time or the mileage limits, this extended warranty coverage ended on October 31, 2019.

Coverage is automatically transferred to subsequent owners.

VEHICLES COVERED BY THIS PROGRAM

Vehicle	Model Year	Assembly Plant	Build Dates
F-150	2011-2013	Dearborn	April 28, 2010 through October 28, 2013
		Kansas City	May 18, 2010 through November 18, 2013

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Expedition/Navigator	2012-2013	Kentucky Truck	April 11, 2011 through August 19, 2013

Affected vehicles are identified in OASIS.

REASON FOR PROVIDING EXTENDED WARRANTY COVERAGE

In some of the affected vehicles, an output shaft speed (OSS) sensor failure may result in an illuminated malfunction indicator light (MIL) and/or wrench light in the instrument cluster with diagnostic trouble codes (DTCs) P0720, P0722, P0731 and/or P1500 stored in the powertrain control module (PCM).

SERVICE ACTION

The PCM software updates in FSA 19S07, 19S19 or 19B05 should be performed and/or closed before proceeding:

- 19S07 - Certain 2011 - 2013 Model Year F-150 Vehicles Equipped With A 6R80 Transmission
- 19S19 - Certain 2013 Model Year F-150 Vehicles Equipped With 5.0L And 6.2L Engines, And A 6R80 Transmission
- 19B05 - Certain 2012 - 2013 Model Year Expedition/Navigator Vehicles Equipped With A 6R80 Transmission

If an affected vehicle exhibits an illuminated malfunction indicator light (MIL) and/or wrench light in the instrument cluster with diagnostic trouble codes (DTCs) P0720, P0722, P0731 and/or P1500 stored in the PCM, dealers are to replace the molded leadframe.

This service must be performed at no charge to the vehicle owner.

NOTE: If an affected vehicle has other transmission-related concerns and DTCs P0720, P0722, P0731 and/or P1500 are not stored in the PCM, this program does not apply; follow standard workshop manual (WSM) diagnostics.

OWNER NOTIFICATION MAILING SCHEDULE

Owner Letters were mailed the week of May 6, 2019. Dealers should repair any affected vehicles that have that one or more of the DTCs listed, and/or if the vehicle exhibits an unintended downshift into first gear event, whether or not the customer has received a letter.

ATTACHMENTS

Attachment I: *Administrative Informat*
Attachment II: *Labor Allowances and*
Attachment III: Technical Information
Owner Notification Letter

QUESTIONS & ASSISTANCE

For questions and assistance, contact the Sp
Site. The SSSC Web Contact Site can be acc
website using the SSSC link listed at the bott

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Customer Satisfaction Program 19N01 - ***Supplement #3***
Certain 2011 - 2013 Model Year F-150 and 2012- 2013 Model Year Expedition, Navigator Vehicles
Equipped With A 6R80 Transmission
Transmission Molded Leadframe Extended Coverage

OASIS ACTIVATION

OASIS was activated on April 4, 2019.

FSA VIN LISTS ACTIVATION

FSA VIN Lists will not be activated for this service action.

SOLD VEHICLES

- Only owners with affected vehicles that exhibit the covered condition will be directed to dealers for repairs.
- Dealers are to prioritize repairs of customer vehicles over repairs of new and used vehicle inventory.

STOCK VEHICLES

- Do not perform this program unless the affected vehicle exhibits the covered condition.

TITLE BRANDED / SALVAGED VEHICLES

Vehicles with cancelled warranties are not eligible for this service action.

OWNER REFUNDS

- Ford Motor Company is offering a refund for owner-paid repairs covered by this program if the repair was performed before the date of the Owner Notification Letter. This refund offer expired November 30, 2019.
- Refunds will only be provided for the cost associated with 6R80 molded leadframe replacement, with DTCs P0720, P0722, P0731 and/or P1500 stored in the PCM, and present in an IDS session file and/or similar (such as a computer scan from Auto Zone, etc.). Refunds without the proper documentation should not be approved.
- If an affected vehicle has transmission-related concerns and DTCs P0720, P0722, P0731 and/or P1500 are not stored in the PCM, 19N01 does not apply and a refund will not be approved; follow standard workshop manual (WSM) diagnostics.

RENTAL VEHICLES

The use of rental vehicles is not approved for this program.

Part shortages do not qualify for rental vehicles for this program.

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Customer Satisfaction Program 19N01 ***- Supplement #3***
Certain 2011 - 2013 Model Year F-150 and 2012- 2013 Model Year Expedition, Navigator Vehicles
Equipped With A 6R80 Transmission
Transmission Molded Leadframe Extended Coverage

New! **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
    - Lincoln vehicles – 4 years or 50,000 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.*
    - If an affected vehicle has transmission-related concerns and DTCs P0720, P0722, P0731 and/or P1500 are not stored in the PCM, 19N01 does not apply; follow standard workshop manual (WSM) diagnostics. Dealers may be requested to upload IDS session files with existing DTCs and PCM part number before SSSC approval is provided.

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 (19N01) 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.

- **Refunds:** Submit refunds on a separate repair line.

    - Program Code: 19N01 - 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.
    - *Refund offers expired November 30, 2019.*

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Coverage **Customer Satisfaction Program 19N01** - ***Supplement #3***
Certain 2011 - 2013 Model Year F-150 and 2012- 2013 Model Year Expedition, Navigator Vehicles
Equipped With A 6R80 Transmission
Transmission Molded Leadframe Extended Coverage

LABOR ALLOWANCES

Vehicles	Description	Labor Operation	Labor Time
F-150	Check for DTCs P0720, P0722, P0731 and/or P1500 stored in the PCM and if present replace the molded leadframe	19N01B	2.2 Hours
Expedition/Navigator	Check for DTCs P0720, P0722, P0731 and/or P1500 stored in the PCM and if present replace the molded leadframe	19N01C	2.2 Hours

New! PARTS REQUIREMENTS / ORDERING INFORMATION

SSSC Web Contact Site:

Molded leadframes are not available to repair all vehicles, which require replacement.

To place an order for the molded leadframe, submit a VIN-specific Part Order contact via the SSSC Web Contact Site:

1. *Attach an IDS session log file for each molded leadframe part order. The attachment must show both the VIN and DTCs P0720, P0722, P0731 and/or P1500.*
2. *Attach a photo of vehicle mileage (mileage > 150,000 is a customer pay claim)*
3. *DTCs P0720, P0722, P0731 and/or P1500 must be stored in the PCM.*

Part Number	Vehicle Line	Description	Order Quantity	Quantity Needed
AL3Z-7G276-D	All	Molded Leadframe	1	1

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

Order the parts below through normal order processing channels:

Note: Transmission fluid should no longer be claimed as Misc. Expense.

Part Number	Vehicle Line	Description	Order Quantity	Quantity Needed
XT-10-QLVC (1 Box = 12 Quarts)	All	MERCON® LV Automatic Transmission Fluid	1	1

Order your parts requirements through normal order processing channels. To guarantee the shortest delivery time, an emergency order for parts must be placed.

DEALER PRICE

For latest prices, refer to DOES II.

PARTS RETENTION AND RETURN

Follow the provisions of the Warranty and Policy Manual, Section 1 - WARRANTY PARTS RETENTION AND RETURN POLICIES.

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EXCESS STOCK RETURN

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

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CERTAIN 2011-2013 MODEL YEAR F-150 AND 2012-2013 MODEL YEAR EXPEDITION/NAVIGATOR VEHICLES EQUIPPED WITH A 6R80 TRANSMISSION — TRANSMISSION MOLDED LEADFRAME EXTENDED COVERAGE

SERVICE PROCEDURE

1. Is the MIL and/or Wrench Light illuminated in the instrument cluster with DTC's P0720, P0722, P0731 and/or P1500 stored in the PCM?

   YES – Replace the molded leadframe. Proceed to Step 2.
   NO – This program does not apply.

NOTE: Do not proceed with this procedure until parts are ordered and received. This will prevent excessive transmission fluid loss while the main control assembly is removed.

NOTE: The component being removed in step 2 will be referred to as a main control, main control valve body or a mechatronic assembly in the Workshop Manual (WSM).

2. Remove the main control assembly. Please follow the WSM procedures in Section 307-01, In-Vehicle Repair.

3. Remove the six long bolts from the molded leadframe. See Figure 1.

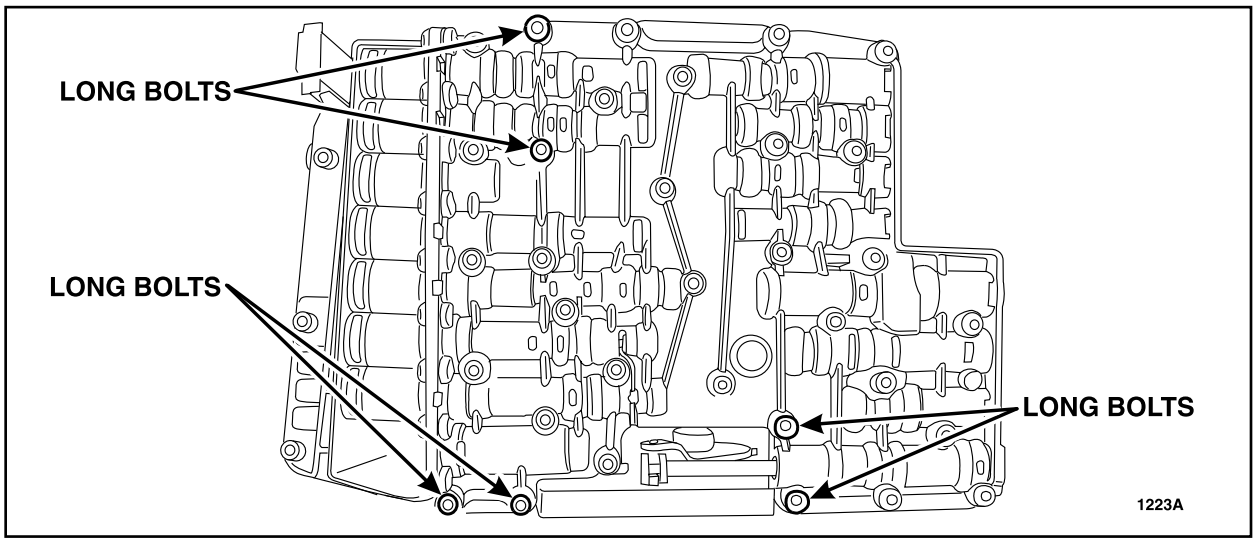


FIGURE 1

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DEARBORN, MICHIGAN 48121
11/2020

4. Carefully separate the molded leadframe from the main control assembly. See Figure 2.

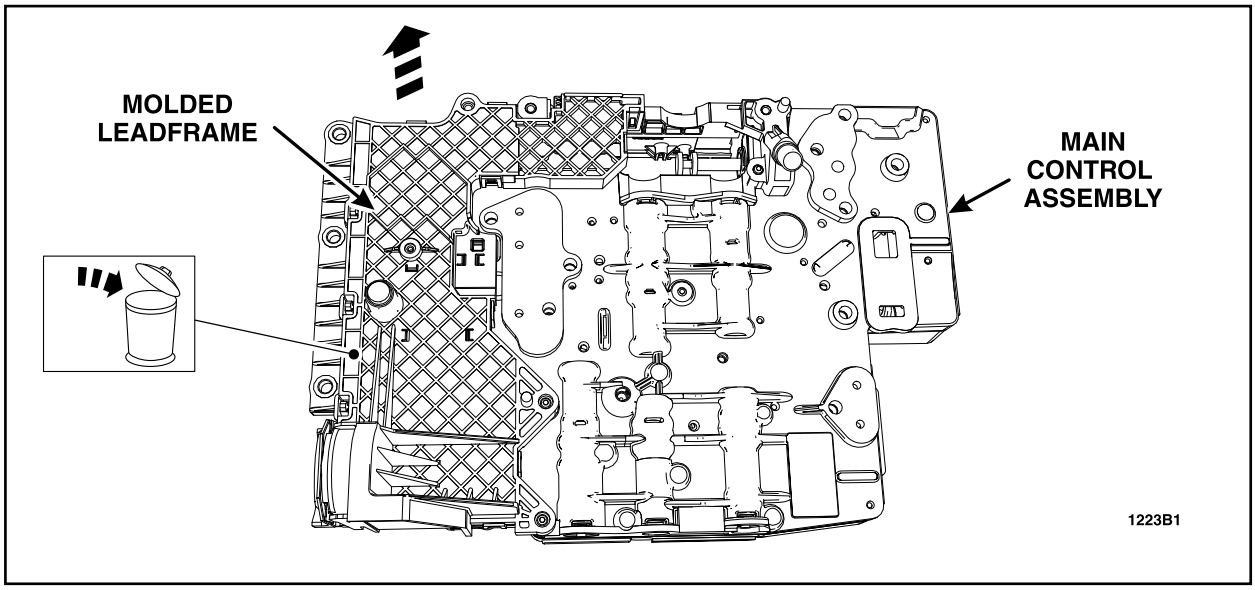


FIGURE 2

5. Install the *new* molded leadframe on the main control assembly. See Figure 3.

NOTE: The transmission range (TR) sensor pin must be aligned with the manual control valve during installation.

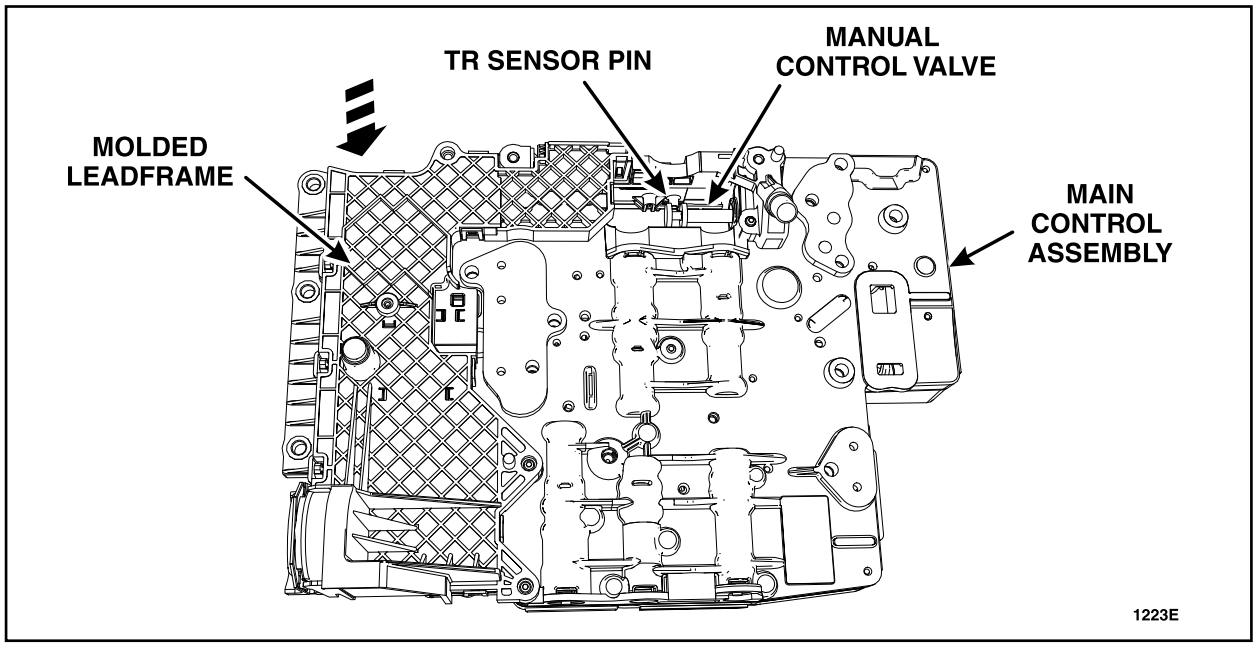


FIGURE 3

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DEARBORN, MICHIGAN 48121
11/2020

6. Install the six long bolts to the *new* molded leadframe. See Figure 4.

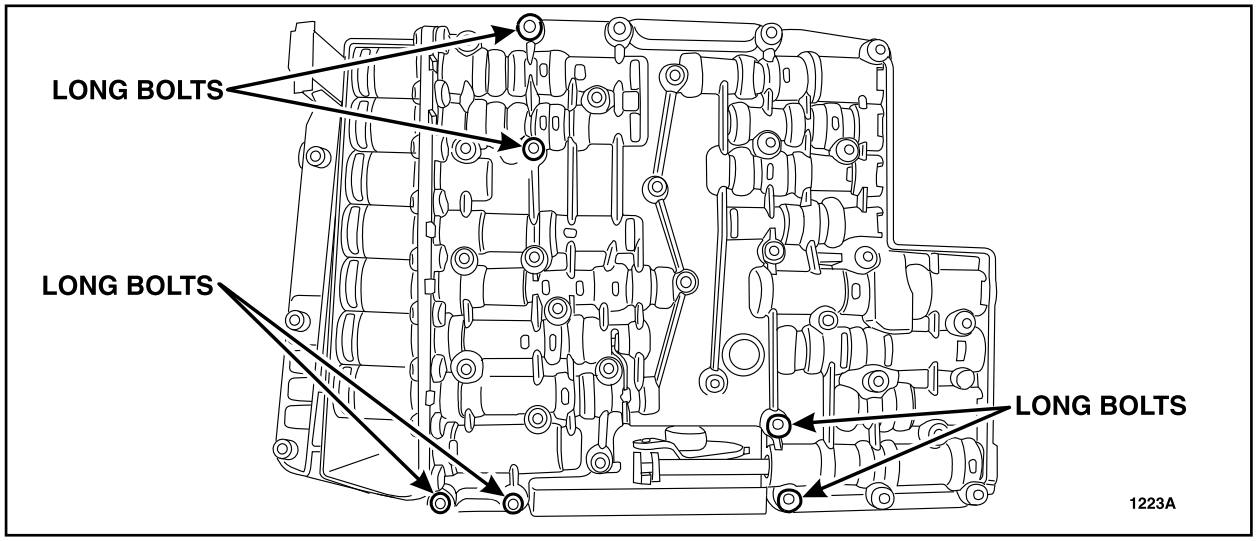


FIGURE 4

7. Tighten the long bolts to 53 lb.in (6 Nm) in the sequence shown. See Figure 5.

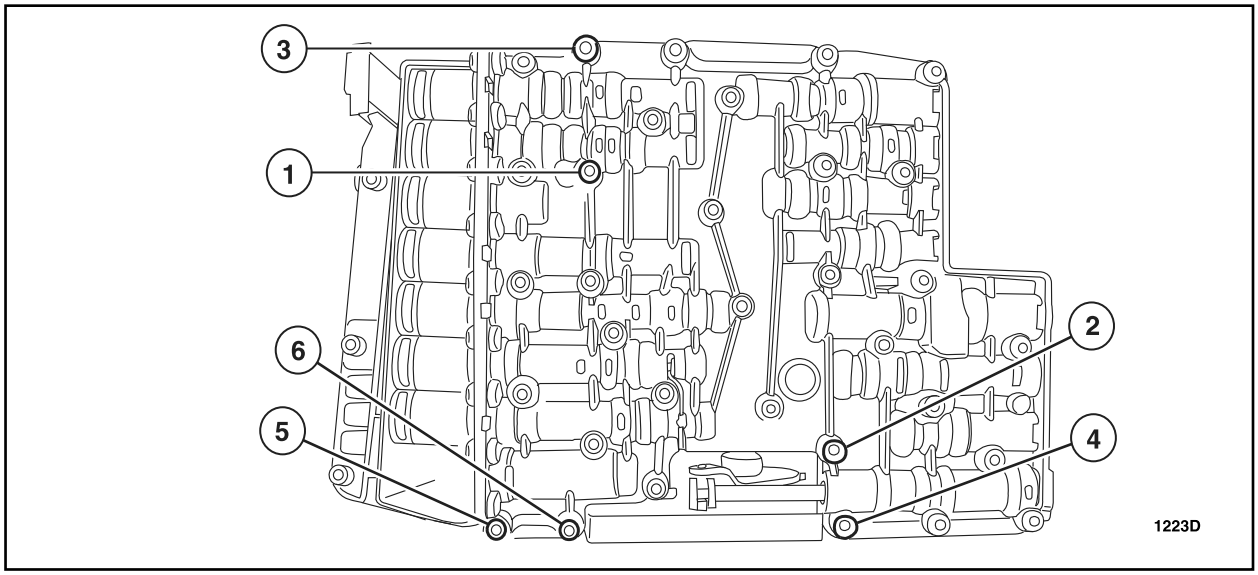


FIGURE 5

8. Install the main control assembly and reassemble the vehicle. Please follow the WSM procedures in Section 307-01, In-Vehicle Repair.

NEW! ***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.***

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DEARBORN, MICHIGAN 48121
11/2020

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

Customer Satisfaction Program 19N01

Mr. John Sample
123 Main Street
Anywhere, USA 12345

May 2019

Your Vehicle Identification Number (VIN): 12345678901234567

At Ford Motor Company, we are committed not only to building high quality, dependable products, but also to building a community of happy, satisfied customers. To demonstrate that commitment, we are providing a no-charge Customer Satisfaction Program for your vehicle with the VIN shown above.

Why are you receiving this notice?

Your vehicle may experience an output shaft speed (OSS) sensor failure, which may result in an illuminated malfunction indicator light (MIL) and/or wrench light in the instrument cluster. This may require replacement of the transmission molded leadframe. We are pleased to let you know that, for your peace of mind, Ford Motor Company is extending the warranty coverage on the transmission molded leadframe.

What is the effect?

This increases the molded leadframe warranty coverage to a total of 10 years or 150,000 miles from the warranty start date, whichever occurs first.

If your vehicle has already exceeded either time or mileage limits listed above, this extended warranty coverage will last through November 30, 2019. Coverage is automatically transferred to subsequent owners.

What will Ford and your dealer do?

If your vehicle's molded leadframe requires replacement and certain diagnostic trouble codes (DTCs) are found stored in the powertrain control module (PCM), and your vehicle is within the indicated time/mileage limitations, Ford Motor Company has authorized your dealer to replace the molded leadframe free of charge (parts and labor). This is a one-time repair program.

How long will it take?

If the component mentioned above requires replacement, the time needed for this repair is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Additional time may be required to allow the engine to cool prior to performing this repair. In addition, your vehicle will require an inspection to determine if parts need to be ordered.

What should you do?

You do not need to return to your dealer for this repair unless you have a MIL and/or wrench light in the instrument cluster.

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Please keep this letter as a reminder of the extended warranty coverage for your molded leadframe. If the molded leadframe requires replacement, and your vehicle is within the indicated time/mileage limitations, contact your dealer to schedule a service appointment. Provide the dealer with the VIN of your vehicle to schedule a service appointment for Customer Satisfaction Program 19N01. The VIN is printed near your name at the beginning of this letter. Your dealer will replace the part at no charge.

If you do not already have a servicing dealer, you can access www.Fordowner.com for dealer addresses, maps, and driving instructions.

NOTE: You can receive information about Recalls and Customer Satisfaction Programs through our FordPass App. The app can be downloaded through the App Store or Google Play. In addition there are other features such as reserving and paying for parking in certain locations and controlling certain functions on your vehicle (lock or unlock doors, remote start) if it is equipped to allow control.

Have you previously paid for this repair?

If you paid to have this service done before the date of this letter, you may be eligible for a refund. Refunds will only be provided for service related to repair description. To verify eligibility and expedite reimbursement, give your paid original receipt to your dealer before November 30, 2019. To avoid delays, do not send receipts to Ford Motor Company.

What if you no longer own this vehicle?

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner. You received this notice because our records indicate that you are the current owner.

Can we assist you further?

If you have difficulties getting your vehicle repaired promptly and without charge, please contact your dealership's Service Manager for assistance.

RETAIL OWNERS: If you have questions or concerns, please contact our **Ford Customer Relationship Center at 1-866-436-7332** and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.Fordowner.com.

For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

FLEET OWNERS: If you have questions or concerns, please contact our **Fleet Customer Information Center at 1-800-34-FLEET**, choose Option #3, and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.fleet.ford.com.

Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

As part of the Ford community, we appreciate your attention to this important matter and your continued loyalty.

Ford Customer Service Division

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THE LINCOLN MOTOR COMPANY

The Lincoln Motor Company
P. O. Box 1904
Dearborn, Michigan 48121

Customer Satisfaction Program 19N01

May 2019

Mr. John Sample
123 Main Street
Anywhere, USA 12345

Your Vehicle Identification Number (VIN): 12345678901234567

At the Lincoln Motor Company, we are committed not only to building high quality, dependable products, but also to building a community of happy, satisfied customers. To demonstrate that commitment, we are providing a no-charge Customer Satisfaction Program for your vehicle with the VIN shown above.

Why are you receiving this notice?	Your vehicle may experience an output shaft speed (OSS) sensor failure, which may result in an illuminated malfunction indicator light (MIL) and/or wrench light in the instrument cluster. This may require replacement of the transmission molded leadframe. We are pleased to let you know that, for your peace of mind, the Lincoln Motor Company is extending the warranty coverage on the molded leadframe.
What is the effect?	This increases the molded leadframe warranty coverage to a total of 10 years or 150,000 miles from the warranty start date, whichever occurs first. If your vehicle has already exceeded either time or mileage limits listed above, this extended warranty coverage will last through November 30, 2019. Coverage is automatically transferred to subsequent owners.
What will Lincoln and your dealer do?	If your vehicle's molded leadframe requires replacement and certain diagnostic trouble codes (DTCs) are found stored in the powertrain control module (PCM), and your vehicle is within the indicated time/mileage limitations, The Lincoln Motor Company has authorized your dealer to replace the molded leadframe free of charge (parts and labor). This is a one-time repair program.
How long will it take?	If the component mentioned above requires replacement, the time needed for this repair is less than one-half day. However, due to service scheduling requirements, your dealer may need your vehicle for a longer period of time. Additional time may be required to allow the engine to cool prior to performing this repair. In addition, your vehicle will/may require an inspection to determine if parts need to be ordered.
What should you do?	You do not need to return to your dealer for this repair unless you have a MIL and/or wrench light in the instrument cluster.

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Please keep this letter as a reminder of the extended warranty coverage for your molded leadframe. If the molded leadframe requires replacement, and your vehicle is within the indicated time/mileage limitations, contact your dealer to schedule a service appointment. Provide the dealer with the VIN of your vehicle to schedule a service appointment for Customer Satisfaction Program 19N01. The VIN is printed near your name at the beginning of this letter. Your dealer will replace the part at no charge.

If you do not already have a servicing dealer, you can access www.Lincolnowner.com for dealer addresses, maps, and driving instructions.

NOTE: You can receive information about Recalls and Customer Satisfaction Programs through The Lincoln Way: Lincoln Owner App. The app can be downloaded through the App Store or Google Play. In addition there are other features such as reserving and paying for parking in certain locations and controlling certain functions on your vehicle (lock or unlock doors, remote start) if it is equipped to allow control.

Have you previously paid for this repair?

If you paid to have this service done before the date of this letter, you may be eligible for a refund. Refunds will only be provided for service related to repair description. To verify eligibility and expedite reimbursement, give your paid original receipt to your dealer before November 30, 2019. To avoid delays, do not send receipts to the Lincoln Motor Company.

What if you no longer own this vehicle?

If you no longer own this vehicle, and have an address for the current owner, please forward this letter to the new owner.

You received this notice because our records indicate that you are the current owner.

Can we assist you further?

If you have difficulties getting your vehicle repaired promptly and without charge, please contact your dealership's Service Manager for assistance.

RETAIL OWNERS: If you have questions or concerns, please contact our **Customer Relationship Center at 1-866-436-7332** and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.Lincolnowner.com.

For the hearing impaired call 1-800-232-5952 (TDD). Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

FLEET OWNERS: If you have questions or concerns, please contact our **Fleet Customer Information Center at 1-800-34-FLEET**, choose Option #3, and one of our representatives will be happy to assist you. If you wish to contact us through the Internet, our address is: www.fleet.ford.com.

Representatives are available Monday through Friday: 8:00AM - 8:00PM (Eastern Time).

As part of the Lincoln community, we appreciate your attention to this important matter and your continued loyalty.

The Lincoln Motor Company

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COPY

LAW OFFICES OF WILLIAM R. McGEE
William R. McGee, State Bar No. 122153
Deanna Wallace, State Bar No. 242825\
Kevin A. Alexander II, State Bar No. 294308
16855 West Bernardo Drive, Su. 380
San Diego, California 92127
(858) 485-9332

Attorneys for Plaintiff

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 20 2015

V Arnold

[redacted]

DAMAGES

[VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT]

v.

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

Defendants.

BY FAX

Plaintiff, [redacted], alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is informed and believes, and thereon alleges, that at all times herein defendant FORD MOTOR COMPANY is and was a corporation and registered to do business in the State of [redacted]

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

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RQ24-005 000280 LC

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

4. On or about June 15, 2013, plaintiff purchased a 2014 Ford F-150, vehicle identification number 1FTFW1EF2E[redacted].

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

6. Plaintiff is a "buyer" of a new motor vehicle under the Act.

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

8. Defendant FORD MOTOR COMPANY provided plaintiff with an "express warranty" under the Act, pursuant to which the defendant undertook to preserve the utility or performance of the subject vehicle.

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

10. The subject vehicle has suffered from nonconformity(s) to warranty to, including but not limited to, repeated failure of its transmission. The foregoing defect(s) and nonconformity(s) to warranty manifested themselves within the applicable express warranty period.

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11. Plaintiff delivered the aforementioned vehicle to an authorized FORD MOTOR COMPANY service and repair facility for repair of the aforementioned nonconformity(s) on multiple occasions.

12. Defendant has been unable and/or has refused to conform plaintiff's vehicle to the applicable express and implied warranties under the Act after a reasonable number of attempts. Furthermore, the aforementioned nonconformity(s) substantially impairs the use, value and/or safety of the subject vehicle to plaintiff.

13. Notwithstanding knowledge of plaintiff's entitlement, defendant has intentionally failed to comply with its obligations under the Act to repurchase the vehicle and make restitution.

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

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

16. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid for the subject vehicle less that amount directly attributable to use by the plaintiff prior to discovery of the nonconformity(s).

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

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

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

WHEREFORE, plaintiff prays for judgment against defendant as follows:

1. For rescission of the contract and restitution of all consideration;

2. For actual compensatory and general damages according to proof at time of trial;

3. That such actual, compensatory and general damages be doubled and awarded to plaintiff as a civil penalty;

4. Prejudgment interest from date of rescission;

5. For attorney's fees incurred herein according to proof;

6. For costs of suit incurred herein; and

7. For such other and further relief as the Court deems just and proper.

DATED: July 17, 2015

LAW OFFICES OF WILLIAM R. McGEE
Attorneys for Plaintiff

[redacted]

RQ24-005 000284 LC

GCQIS Report Analysis

Report Summary

Report 1 of 1



RQ24-005 000285 LC

KOEO:

KOEC:

KOER:

Comments:

CONCER 04/01/2015 01:50PM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE

Web Form Data Description of Vehicle Concern: customer states on deceleration 4-3 downshift shutter Please list any diagnostics already performed: test drove vehicle. perform electronic trans diagnosis, no fault codes. monitor pids , GEAR-RAT, TRAN-RAT, OSS-SRC, TSS-SRC, LINE-DSD, TC-SLIPACT, TC-SLIPDSD, LOAD%, TFT, GEAR. Parts Replaced: none. Your Question: vehicle was in on 12/17/2014 at 568 miles on ro 388436. customer was told that vehicle had o go through adaptive learn and needed to drive vehicle more. customer is back and on deceleration on the 4-3 down shift trans shutters, it does it every time. when monitoring pids. TCC-SLIPDSD is at 1020.00 rpm. TCC-SLIPACT is at -39.50. being it happens all the time could I have valves binding in valve body or mechanically binding solenoids causing shift timing to be off.

RECOMM 04/01/2015 01:50PM JORDAN DODDS MSS - FCSD - TECH SVC HOTLINE

Gerardo, When the TCC_SLIPDSD is at 1020, this indicates that the TCC is being commanded off and with the TCC_SLIPACT reading a negative value, it is suspect that the vehicle is coasting which would be considered a normal characteristic. As you have stated above, this type of concern may be caused by a sticking Valve within the Main Control, a Solenoid or internal Transmission failure. If the concern is deemed abnormal when comparing to a like unit and is internal to the Transmission, recommend to proceed with an inspection of the Main Control. During your inspection, please ensure that there are no sticking Valves within it. If a sticking Valve has been detected, it would be advised to proceed with replacement of the Main Control. If no concerns have been detected, recommend to also perform an Air Test to help determine if there are any internal Transmission issues. During the Air Test, a dull thud should be noted thus indicating that the clutches are applying correctly and no excessive hissing should be heard.

CONCER 05/11/2015 12:09PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

vehicle is back with same concern. removed trans, tear down for inspection. found forward clutch clearance out of specs. my clearance is .048 in. specs are .028-.043. my o/d clearance is .036 in. specs are .019-.035. my direct clutch clearance is .041 in. specs is .019-.051, good. my intermediate clutch clearance is .038 in. specs is .027-.043, good. low/reverse is .058. specs is .039-.062, good. all cylinders and

RQ24-005 000286 LC

pistons show no signs of scoring . all my steel plates were in with the beveled side down, they should be installed with the beveled side up to insure no binding is occurring when clutch are applying .

RECOMM 05/11/2015 01:02PM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE

Gerardo, Thank you for the update. Proceed with correcting the clutch pack clearance concern, if not already done so. If the concern is resolved then please take the time to complete the survey with your findings and repair direction. Thank you.

CONCER 05/14/2015 01:07PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

info. readjusted forward clutch end play to .040 with in specs and o/d end play to .028 with in specs. post road tested, no failures. had shop forman drive vehicle and also no failures.

RECOMM 05/14/2015 01:23PM

Gerardo, That's a great update to read on our end, thank you very much for the update. As mentioned, if the vehicle is verified as fixed, please take a moment to complete the survey. The survey helps to populate the self help database with verified fixes that can be used by you or other technicians experiencing the same concern by matching the qualifiers entered.

ADD-ON 05/14/2015 01:29PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

Survey Completed

CONCER 06/11/2015 05:24PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

ok. the vehicle is back with the same concern. shutters on decell 3-2 shift. shop forman went for a drive with the customer and verified the concern. when we where done with the repairs as I stated, my self and the shop forman drove the vehicle and there were no issues with the trans. what to do nest. valve body was replaced. trans was overhauled and only the clutch clearances were off. air check good. customer has an fmc360 case open on vehicle. shop forman wants to know. if we can get a trans assy for this vehicle.

RECOMM 06/12/2015 09:51AM WILLIAM REBROVICH MSS - FCSD - TECH SVC HOTLINE

Gerardo, It is advise to monitor the TC_SLPACT PID again to confirm if the PID reading is a negative number again. It is possible the number is negative or there is an engine related fault present such as a misfire concern. The TC_SLPACT PID is the difference between engine speed and input shaft speed. If there is a negative number then address all the engine related faults and re-evaluate the shifting concern. If the engine is slowing down then the PID can read a negative number indicating the transmission is rotating faster than engine speed.

RQ24-005 000287 LC

CONCER 06/25/2015 12:31PM T ECHHOT MSS - FCSD - TECH SVC HOTLINE

ok. monitored pids. APP AT 0%, GEAR 3, OSS-SRC 812.25 RPM, TC-SLIPACT - 254.75 RPM, TSS-SRC 1064.50 RPM, VSS 21.13 MPH. PERFORMED CRANK SHAFT RELEARN AND PERFORMED MISS FIRE MONITOR . NO FAULTS ON THE MISS FIRE MONITOR. SHUTTER IS THERE ON DECELL. CUSTOMER STATES VEHICLE WAS FINE FOR 3 DAYS AFTER LAST REPAIRS PERFORMED. ANY SUGGESTIONS ???

RECOMM 06/25/2015 05:25PM KYLE BEAVER MSS - FCSD - TECH SVC HOTLINE

Gerardo, With the vehicle operating correctly for a few days after the previous repair of the transmission being overhauled and the valve body replaced it is recommended to first clear the transmission adaptives (KAM) then complete the drive cycle and reevaluate the vehicle for the 3-2 downshift concern. If the downshift concern still occurs (3-2 shift) when the direct clutch releases and the intermediate clutch is applied with then it is recommended to monitor the GEAR_RAT and TRAN_RAT PIDs to determine if the transmission slipping or having a delayed shift. When looking at the GEAR_RAT (commanded gear) and TRAN_RAT (actual gear) PIDs during the concern to determine if slippage is occurring and to determine which gears the concern is present in. These PIDs should mirror each other within one second while the vehicle is moving, if the PIDs are not mirroring each other it indicates that slippage is occurring or a shift has not occurred. Note looking at GEAR_RAT can indicate which gear is commanded during the concerns. Additionally due to the ongoing concerns during the 3-2 downshift we have escalated this concern to the Technical Service Hotline
s Escalated Handling Team for additional review. A Service Engineer from this team will contact you by phone or through this Hotline Assistance Request within one (1) business day to provide additional information and/or recommendations to assist in the resolution of the customer
s concern. Our team at the Hotline will continue to work with you and your Dealership to help get the concern resolved and the vehicle back to the customer in a timely manner. If the Escalated Handling Team is still unable to assist you in resolving the customer
s concern through these additional steps, the Hotline will alert your Field Service Engineer by opening a Technical Assistance Request. Please be prepared to discuss all diagnostics performed and test results with the Technical Service Hotline Service Engineer in more detail. Thank you in advance.

ADD-ON 06/25/2015 05:25PM KYLE BEAVER MSS - FCSD - TECH SVC HOTLINE

Consulted Steve Armstrong of EH discussed the vehicle down time and ongoing shudder concern RO date 4-1-15 directed to provide diagnosis and escalate.

ADD-ON 06/25/2015 05:25PM KYLE BEAVER MSS - FCSD - TECH SVC HOTLINE

Reason For Escalation: Time Down

RQ24-005 000288 LC

CONCER 06/29/2015 01:52PM GERALD SVEC MSS - FCSD - TECH SVC HOTLINE

Made an outbound call to Gerardo, he stated that the vehicle came to the dealer with a shudder concern. The concern was verified and the transmissions adaptive learn procedure was performed. The concern was good for a few days and the customer returned again with the same complaint. Next the transmission was removed and Gerardo found a few clutch packs out of specifications. The entire transmission was re-sealed and the clutch packs were brought back into specification. The valve body was also replaced and the vehicle was road test for the concern, the concern was resolved and again the customer returned stating it was doing it again. The IDS was used to make sure there were no engine misfires or faulted inputs, Gerardo found no concerns with inputs or misfires. Gerardo is looking for further direction with this concern as the customer is get upset with the situation.

RECOMM 06/29/2015 01:52PM GERALD SVEC MSS - FCSD - TECH SVC HOTLINE

Hello Gerardo, As we have discussed we have referred this concern to the Field Service Engineer (FSE) in your market area. The FSE should contact you and/or the Dealership management (Service Manager or Service Director) within one (1) business day to discuss further recommendations. If the FSE does not contact you directly, please consult with your Dealership management to discuss further recommendations and steps to assist in the resolution of this vehicle concern.

ADD-ON 06/29/2015 01:52PM GERALD SVEC MSS - FCSD - TECH SVC HOTLINE

Note to FSE: This TAR is being generated due to time down and a lack of technical progress with the vehicle.

TAR 06/29/2015 01:53PM GERALD SVEC MSS - FCSD - TECH SVC HOTLINE

NOTE TO FSE: WE ARE REQUESTING TECHNICAL ASSISTANCE FOR THIS VEHICLE DUE TO A LACK OF TECHNICAL PROGRESS AND TIME DOWN WITH THE VEHICLE. THE VEHICLE CAME TO THE DEALER WITH A SHUDDER ON DOWNSHIFTS. THE CONCERN WAS VERIFIED BY THE TECHNICIAN, IT ONLY OCCURS WHEN SLOWING TO A STOP USING THE BRAKE, IF YOU COAST ALL THE WAY DOWN IT WILL DO A 3-1 DOWNSHIFT AND THE CONCERN IS NEVER FELT. THE TRANSMISSIONS ADAPTIVE LEARN PROCEDURE WAS PERFORMED, THE CONCERN WAS GOOD FOR A FEW DAYS AND THE CUSTOMER RETURNED AGAIN WITH THE SAME COMPLAINT. THE TRANSMISSION WAS REMOVED AND THE TECHNICIAN FOUND A FEW CLUTCH PACKS OUT OF SPECIFICATIONS. THE ENTIRE TRANSMISSION WAS RE-SEALED AND THE CLUTCH PACKS WERE BROUGHT BACK INTO SPECIFICATION. THE VALVE BODY WAS ALSO REPLACED AND THE VEHICLE WAS ROAD TEST FOR THE CONCERN, THE CONCERN WAS RESOLVED AND AGAIN THE CUSTOMER RETURNED STATING IT WAS DOING IT AGAIN. THE IDS WAS USED TO MAKE SURE THERE WERE NO ENGINE MISFIRES OR FAULTED INPUTS, THE TECHNICIAN FOUND NO CONCERNS WITH INPUTS OR MISFIRES. IT IS UNCLEAR TO THE TECHNICAL

RQ24-005 000289 LC

ASSISTANCE CENTER THE ROOT CAUSE OF THIS CONCERN THUS THE REQUEST FOR FSE INVOLVEMENT. THIS CONCERN HAS BEEN ON-GOING SINCE THE CUSTOMER HAS PURCHASED THE VEHICLE ACCORDING TO THE TECHNICIAN. THE VEHICLE IS AT THE DEALER. ESTIMATED NUMBER OF REPAIR ATTEMPTS: 4; ESTIMATED NUMBER OF DAYS OUT OF SERVICE: RO DATE IS APRIL 01 2015

AUDIT **06/29/2015 01:53PM GERALD SVEC MSS - FCSD - TECH SVC HOTLINE**

ODOMETER 2936 CHANGED TO 2936 M BY GSVEC

ADD-ON **06/29/2015 05:26PM SEAN HANEY (FSE) MSS - FCSD - REG LOS ANG-SANFR**

UPDATE: DEALERSHIP CONTACTED (JIM SMITH THE SHOP FOREMAN) TODAY FOR THE TRANSMISSION SHUDDER ON DECELERATION. THE CUSTOMER INDICATED TO JIM THAT THIS SHUDDER CAN GET WORSE DURING/AFTER A TRAILER IS PULLED AND THE TRANSMISSION ISSUE IS GONE AFTER AN ADAPTIVE RELEARN IS PERFORMED. THEREFORE, WITH THE TRANSMISSION NOT DAMAGED INTERNALLY AND NOW WITH THE PROPER CLUTCH PACK CLEARANCE WITHOUT CHANGE IN THIS CONCERN, INDICATES THE TRANSMISSION IS OPERATING PROPERLY. IN ADDITION, THE TRANSMISSION SHIFT STRATEGY IS OPERATING PROPERLY AS CORRECT INPUT TO THE POWERTRAIN CONTROL MODULE IS TAKING PLACE. IN CONCLUSION, THE SHUDDER SENSATION FELT ON A PARTICULAR DOWNSHIFT IS DUE TO CUSTOMER INPUT AND/OR TRAILER/LOAD CONDITIONS THAT THIS HIGHLY ADAPTIVE TRANSMISSION IS ADJUSTING FOR. JIM (THE SHOP FOREMAN) HAS BEEN MADE AWARE OF THIS CHARACTERISTIC OF THE TRANSMISSION SHIFT STRATEGY, WHICH HE WILL ALSO ENSURE THE LATEST CALIBRATION IN THE PCM IS PRESENT (IDS 96.01), AND THAT THE ADAPTIVE RELEARN IS PERFORMED AGAIN TO RESTORE PROPER SHIFT STRATEGY SETTINGS.

AUDIT **07/08/2015 07:09PM SEAN HANEY (FSE) MSS - FCSD - REG LOS ANG-SANFR**

TECH ASSIST REFERRAL HAS BEEN CLOSED

ADD-ON **07/08/2015 07:16PM SEAN HANEY (FSE) MSS - FCSD - REG LOS ANG-SANFR**

CLOSING TAR: THIS VEHICLE HAS A SLIGHT SHUDDER THAT WAS MEASURED ON THE MTS-4100 TO BE WITHIN CHARACTERISTIC LIMITS (LESS THAN .03G). AFTER VISUAL INSPECTION OF THE VEHICLE AND PID MONITORING, THE VEHICLE IS OPERATING PROPERLY AND NOT EXHIBITING PRE-MATURE WEAR. DUE TO THE VEHICLE OPERATING PROPERLY AND WITHIN SPECIFICATION, THIS TAR IS BEING CLOSED.

Download Options

Folder Number: File Report To This Folder File Report To A Folder

RQ24-005 000290 LC

Add Comments | Previous | Next | Save | Mail Report

[redacted]

3-Aug-2015

Ford Proprietary, Private

Retention: None

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RO24-005 000

DEALER 71B 100 VIN 1FTFW1EF[redacted]

		Suggested Retail Price	Invoice Amount
	F15N 4X4 SUPERCREW - 145	38095 00	34571 00
	2014 MODEL YEAR		
UJ	STERLING GRAY METALLIC		
SS	BLACK CLOTH 40/CONSOLE/40		
	INCLUDED ON THIS VEHICLE		
	EQUIPMENT GROUP 201A	1885 00	1608 00
	STX SERIES		
	STX DECOR PACKAGE		
	FOG LAMPS		
	TRAILER TOW PACKAGE		
	SELECT SHIFT TRANSMISSION		
	COMMUNICATION PACKAGE		
	SYNC VOICE ACTIVATED SYSTEMS		
	SIRIUS XM RADIO		
	OPTIONAL EQUIPMENT		
	.SINGLE CD W/ SYNC BASIC		
99F	5.0L V8 FFV ENGINE		
446	ELEC 6-SPEED AUTO W/TOW MODE	NC	NC
XL9	3.55 ELECTRONIC LOCK RR AXLE	470 00	401 00
	7350# GVWR PACKAGE		
	36 GALLON FUEL TANK		
153	FRONT LICENSE PLATE BRACKET	NC	NC
422	CALIFORNIA EMISSIONS SYSTEM	NC	NC
76R	REVERSE SENSING SYSTEM	275 00	234 00
86T	STX SPORT PACKAGE	1095 00	934 00
	.P275/55R20 BSW		
	.FLOOR CARPET		
	.BLACK TUBULAR RUNNING BOARDS		
	.20" MACH ALUM PAINTED WHEELS		
	TOTAL OPTIONS	3725 00	3177 00
	TOTAL VEHICLE & OPTIONS	41820 00	37748 00
	DESTINATION & DELIVERY	1195 00	1195 00
	TOTAL BEFORE DISCOUNTS	43015 00	38943 00
	##SPECIAL ADDED DISCOUNTS#		
	201A EQUIPMENT GROUP DI	1500 00-	1279 00-
	STX SPORT PKG DISCOUNT	500 00-	426 00-
	TOTAL SAVINGS	2000 00-	1705 00-
	TOTAL FOR VEHICLE	41015 00	
	FUEL CHARGE		129 60
	CA NEW MTR VEHICLE BOARD FEES		65
	ADVERTISING ASSESSMENT		597 00
	SHIPPING WEIGHT 5366 LBS.		
	TOTAL	41015 00	37965 25

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to
Encinitas Ford 71B100
P.O. BOX 230945
Encinitas CA 92023

Order Type	Ramp Code	Batch ID	Price Level
2	CA27	EE021	425

Ship to (if other than above)

Date Inv. Prepared			Item Number	Transit Days
05	02	14	71-4666	17

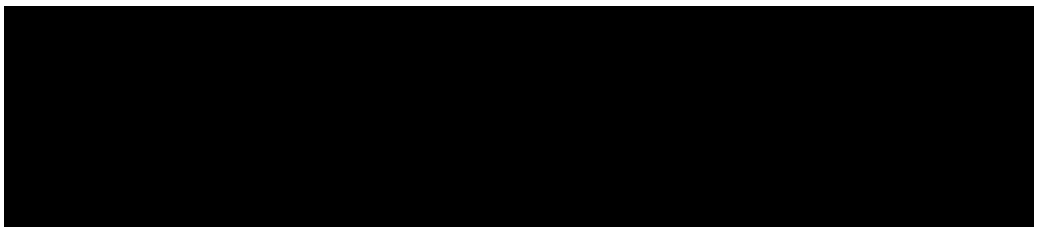
Ship Through

Invoice & Unit Identification NO.	Final Assembly Point	Finance Company and/or Bank
1FTFW1EF2[redacted]	KANSAS CITY	Ford Motor Credit 000001

Total Holdback	Invoice Total	A & Z Plan	D Plan	X Plan	FPA
1195	37965.25	36448.25	36548.25	38087.74	399.00

This invoice to be used for the billing of vehicles only

Dealer's copy



THE BICKEL LAW FIRM, INC.
Brian J. Bickel, State Bar No. 205646
Erika N. Kavicky, State Bar No. 225052
C. Brian Wagner, State Bar No. 302516
701 B Street, Suite 1200
San Diego, California 92101
Telephone: (619) 374-4100
Facsimile: (619) 231-9040

Attorneys for Plaintiffs [redacted]

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
03/21/2017 at 01:57:34 PM
Clerk of the Superior Court
By Tamara Parra,Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

HALL OF JUSTICE

[redacted]

Plaintiffs,

vs.

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

Defendants.

Case No.: [redacted]

COMPLAINT FOR VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT

Plaintiff alleges:

1. Plaintiff [redacted] (hereinafter "Plaintiffs") are and at all times mentioned herein were competent adults.

2. Plaintiffs are informed and believe and thereupon allege that defendant FORD MOTOR COMPANY is a corporation.

3. Defendants DOE 1 through DOE 10 inclusive are sued herein pursuant to California Code of Civil Procedure §474. DOE 1 through DOE 10 are each independently, or as a representative of another defendant in this suit, responsible in some manner for the causes of action set forth herein and the damages sustained by Plaintiffs.

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RQ24-005 000293 LC

4. Plaintiffs purchased the subject 2014 Ford F-150 Raptor, VIN: 1FTFW1R68EF[redacted] ("the subject vehicle") on or about March 22, 2014 from Ken Grody Ford located in Carlsbad, California. The subject vehicle is a new motor vehicle that was purchased primarily for personal, family, or household purposes or it is a new motor vehicle with a gross vehicle weight under 10,000 pounds that was purchased or used primarily for business purposes by an entity to which not more than five motor vehicles are registered in this state. The subject vehicle is a "new motor vehicle" under the Song-Beverly Consumer Warranty Act, Civil Code §§1790 *et seq.* (the "Act").

5. Ken Grody Ford engages in the business of distributing or selling consumer goods at retail. Plaintiff is a "buyer" under the Act.

6. FORD MOTOR COMPANY manufactures, assembles, or produces consumer goods. FORD MOTOR COMPANY is a "manufacturer" under the Act.

7. FORD MOTOR COMPANY issued an "express warranty" to Plaintiffs in which, *inter alia*, FORD MOTOR COMPANY undertook to preserve or maintain the utility or performance of the subject vehicle. Said warranty was an integral factor in Plaintiffs' decision to purchase the subject vehicle.

8. The subject vehicle has suffered from nonconformity(s) to warranty, including, but not limited to, recurrent abnormal failure of the transmission, recurrent abnormal failure of the transmission control module, recurrent abnormal failure of the direct regulator valve, recurrent abnormal hesitation upon acceleration, recurrent abnormal hard shifting of the transmission, recurrent abnormal shuddering and shaking from the transmission compartment, recurrent abnormal failure of the engine coolant system and recurrent abnormal engine coolant leaks. Said nonconformity(s) have substantially impaired the vehicle's use, value, or safety to Plaintiffs.

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RQ24-005 000294 LC

9. Plaintiffs have delivered the vehicle to FORD MOTOR COMPANY or its authorized repair facility(s) for repair of said nonconformity(s). FORD MOTOR COMPANY or its authorized repair facility(s) have failed: to service or repair the subject vehicle to warranty after a reasonable number of attempts; to begin repairs within a reasonable time; and/or to complete repairs within thirty (30) days so as to conform to the applicable warranties.

10. The subject vehicle was not fit for the ordinary purposes for which such goods are used and was not of the same quality as those generally acceptable in the trade. FORD MOTOR COMPANY breached the implied warranty of merchantability and implied warranty of fitness. Plaintiff is entitled to revoke acceptance of the subject vehicle under the Act.

11. FORD MOTOR COMPANY has not replaced the vehicle or otherwise made restitution to Plaintiff pursuant to its obligations under the Act.

12. Plaintiffs are informed and believe and thereupon allege that FORD MOTOR COMPANY's refusal to replace the vehicle or make restitution to Plaintiffs was willful and not the result of a good faith and reasonable belief that the facts imposing said statutory obligation were absent.

13. Pursuant to the Act, Plaintiffs are entitled to restitution in an amount equal to the actual price paid or payable by Plaintiffs and collateral charges such as sales tax, license fees, registration fees, and other official fees less an amount directly attributable to use by Plaintiffs prior to the time Plaintiffs first delivered the vehicle for repair.

14. Plaintiffs are entitled to recover incidental, consequential, and general damages, including, but not limited to, reasonable repair, towing, and rental car costs actually incurred by Plaintiffs.

15. Plaintiffs are entitled to recover a civil penalty up to two times the amount of actual damages for FORD MOTOR COMPANY's willful refusal to comply with its statutory obligations under the Act.

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RQ24-005 000295 LC

16. Plaintiffs are entitled to recover a sum equal to the aggregate amount of costs and expenses including attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action.

WHEREFORE, Plaintiffs pray judgment against FORD MOTOR COMPANY as follows:

1. For actual damages, including collateral charges, and incidental, consequential, and general damages. To date, such damages include, but are not limited to, Plaintiff's payments for the subject vehicle, vehicle registration, and, in amounts according to proof, repair expense(s), rental expenses, expenses inadvertently omitted herein, and other future expenses reasonably incurred by Plaintiffs in connection with this action; and

2. For a civil penalty up to two times the amount of actual damages; and

3. For rescission of the contract and restitution of consideration; and

4. For interest on said sum from date of rescission to date of judgment herein; and

5. For attorney's fees based on actual time expended and reasonably incurred in connection with the commencement and prosecution of this action; and

6. For costs of suit incurred in connection with the commencement and prosecution of this action; and

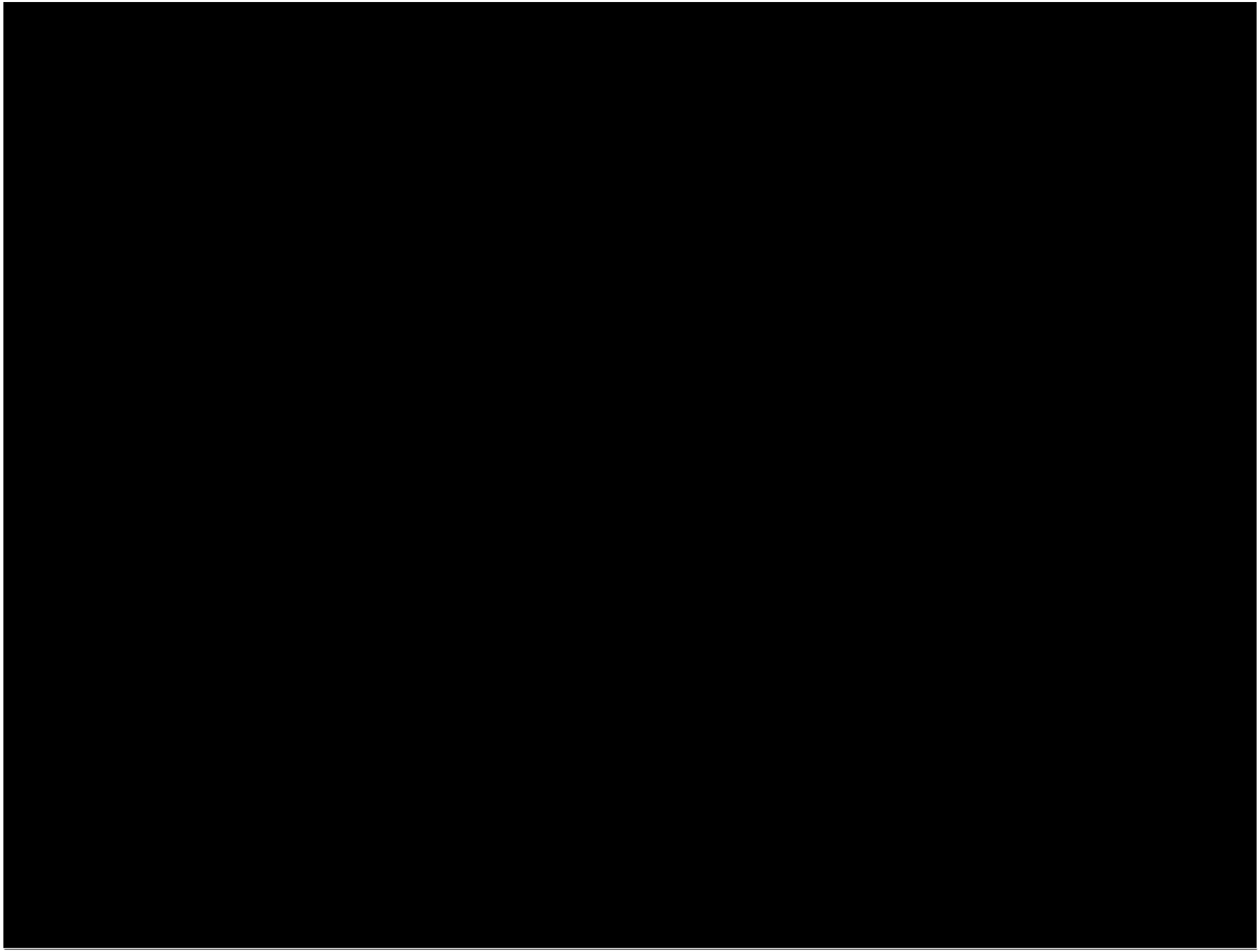
7. For such other and further relief as the court deems proper.

DATED: March 21, 2017

THE BICKEL LAW FIRM, INC.
Attorneys for Plaintiffs

By: [redacted]

RQ24-005 000296 LC



RQ24-005 000297 LC