

LAW OFFICE OF  
**THOMAS H. BROWN, PLLC**  
Attorney at Law/Mediator

Thomas H. Brown  
116 N. Kilgore St.  
Kilgore, TX 75662

(903) 984-0999 - Telephone  
(903) 984-2697 - Facsimile  
[Tombrown@tombrownlaw.com](mailto:Tombrown@tombrownlaw.com)

January 19, 2022

Randal L. Reed, Individually and as  
Rep. of Randall Reed's Planet Ford  
P.O. Box 195158  
Dallas, TX 75219  
CMRRR # [REDACTED]  
and via regular mail

Shelby Reed, Individually and as  
Rep. of Randall Reed's Planet Ford  
P.O. Box 195158  
Dallas, TX 75219  
CMRRR # [REDACTED]  
and via regular mail

Sherry Reed, Individually and as  
Rep. of Randall Reed's Planet Ford  
P.O. Box 195158  
Dallas, TX 75219  
CMRRR # [REDACTED]  
and via regular mail

Ford Motor Company  
Michael E. Bannister, CEO & Chairman  
1 American Rd  
WHQ, Room 612 Ford World  
Dearborn, MI 48126  
CMRRR # [REDACTED]  
and via regular mail

Ford Motor Company  
John Thomas Noone, Director  
1 American Rd  
WHQ, Room 612 Ford World  
Dearborn, MI 48126  
CMRRR # [REDACTED]  
and via regular mail

World Class Automotive Group, LP  
WCAGGP, Inc., its General Partner  
Randall L. Reed, President & Director  
P.O. Box 195158  
Dallas, TX 75219  
CMRRR # [REDACTED]  
and via regular mail

World Class Automotive Group, LP  
WCAGGP, Inc., its General Partner  
Shelby Reid, Director  
P.O. Box 195158  
Dallas, TX 75219  
CMRRR # [REDACTED]  
and via regular mail

World Class Automotive Group, LP  
WCAGGP, Inc., its General Partner  
Sherry D. Reid, Vice President & Director  
P.O. Box 195158  
Dallas, TX 75219  
CMRRR # [REDACTED]  
and via regular mail

World Class Automotive Group, LP  
WCAGGP, Inc., its General Partner  
Sandi Vaughn, Director  
P.O. Box 195158  
Dallas, TX 75219  
CMRRR # [REDACTED]  
and via regular mail

FORD MOTOR COMPANY

JAN 27 REC'D

OFFICE OF GENERAL COUNSEL

Ford Motor Company  
Attn: Legal Department  
1 American Rd  
Dearborn, MI 48126  
CMRRR # [REDACTED]  
and via regular mail

**NOTICE OF CLAIM  
TEXAS DECEPTIVE TRADE PRACTICES ACT (DTPA)**

RE: [REDACTED] 2018 Ford Focus 4-door Sedan; VIN # [REDACTED]

To Whom It May Concern:

Please be advised that I have been engaged to represent [REDACTED] regarding the above referenced vehicle and matter.

This automobile was purchased new from Planet Ford on or about the 8<sup>th</sup> day of January, 2018 by my client, [REDACTED] who is a [REDACTED] currently employed as the [REDACTED] [REDACTED] as a salaried employee. [REDACTED] manages the [REDACTED] [REDACTED] and works over 80 hours per week.

On the evening of July 16, 2021, Ms. [REDACTED] was returning to Kilgore from her employment with [REDACTED] Tyler, Texas. As she arrived in Kilgore her "check engine" light came on. This was approximately 3:00 to 4:00 in the morning. She waited until noon the next day and when she was taking the car to a mechanic, her engine locked up. [REDACTED] had to have her car towed to All Star Ford in Kilgore where she was advised that her engine had seized. This opinion was later confirmed by a second opinion from Automotive Super Center in Kilgore.

Neither All Star Ford or Automotive Super Center would conduct an analysis regarding the cause or the failure. However, based on her immediate need for transportation she agreed to pay Automotive Super Center the sum of \$5,619.73 to replace the engine in connection with her vehicle.

Subsequent to removal by Automotive Super Center, Mr. Collin Harris, who is the head of the automotive technology department at [REDACTED] analyzed the engine to determine the cause. Apparently, the cause of the premature failure of this motor at approximately 80,000 miles was a defective tensioner of the oil pump timing/drive belt. A copy of Mr. Harris' report is attached hereto and incorporated by reference herein as well as photographs of the failed part. As I am sure you recognize, the defective tensioner caused oil starvation which ultimately lead to the catastrophic failure of the engine referenced herein.

According to Mr. Harris, this part was not scheduled for service or inspection prior to the engine being in service for 150,000 miles. This inspection interval is based on the current Ford Service

Manual for this vehicle.

At all times my client maintained her automobile in accordance with the owner's instructions from Ford Motor Company. This was the first new car that she had ever owned and she was very proud of her ability to purchase and pay for this vehicle on a limited income working extensive hours.

The failure of this part has caused extreme financial hardship on [REDACTED] I believe Ford prides itself on the quality of its products and would certainly agree that this was a defective part which lead to the premature failure of this engine prior to its normal service life.

In my opinion, the condition of this tensioner was, in fact, defective and was not of fair and average quality and/or not in accordance with design specifications Ford Motor Company and was the producing cause of my client's damages.

My client believes, and therefore alleges, that Ford Motor Company and Planet Ford committed a false, misleading, or deceptive practice in connection with this vehicle as indicated below in that it:

- a. represented that the vehicle was a particular standard quality of grade when it was another;
- b. made false and misleading statements regarding the need for inspection and/or repair or maintenance of the part; and
- c. failed to disclose information concerning the goods or services which should have been known at the time of the transaction with the intent to induce [REDACTED] in to the transaction which she would not have entered had the defective nature of the part been disclosed.

[REDACTED] would additionally allege that the defective part breached the implied warranty of merchantability in connection with the vehicle purchased.

Please consider this correspondence as notice under Section 17.41 of the Texas Deceptive Trade Practices/Consumer Protection Act. My client has sustained economic damages as a result of the defective nature of this product in the amount of approximately \$8,800.00 which includes engine replacement, towing, rental car expenses, and attorney's fees reasonably incurred by my client in the assertion of this claim. Demand is hereby made, pursuant to the Texas Deceptive Trade Practices Act for the amount of \$8,800.00 in the form of a money order or cashier's check payable to my client.

Please be advised that under DTPA an award of court costs and reasonable and necessary attorney's fees is mandatory to a consumer who prevails in such a law suit. Please be further advised that damages for mental anguish and up to 3 times the amount of economic damages may be awarded in the even that the trier of fact finds that actionable conduct was committed

knowingly. If the conduct is found to have been committed intentionally, my client could recover up to 3 times the amount of damages for both mental anguish and economic damages.

I urge you to give this matter your immediate attention.

Sincerely,



Thomas H. Brown

/dh

Enc.

cc: Client



Collin Harris  
ASE Master Technician  
11/29/2021

To whom it may concern,

On 11/11/2021, I took possession of an engine that I was informed came out of a 2018 Ford Focus. I was tasked with determining the reason the engine failed and the extent of the damage, if possible.

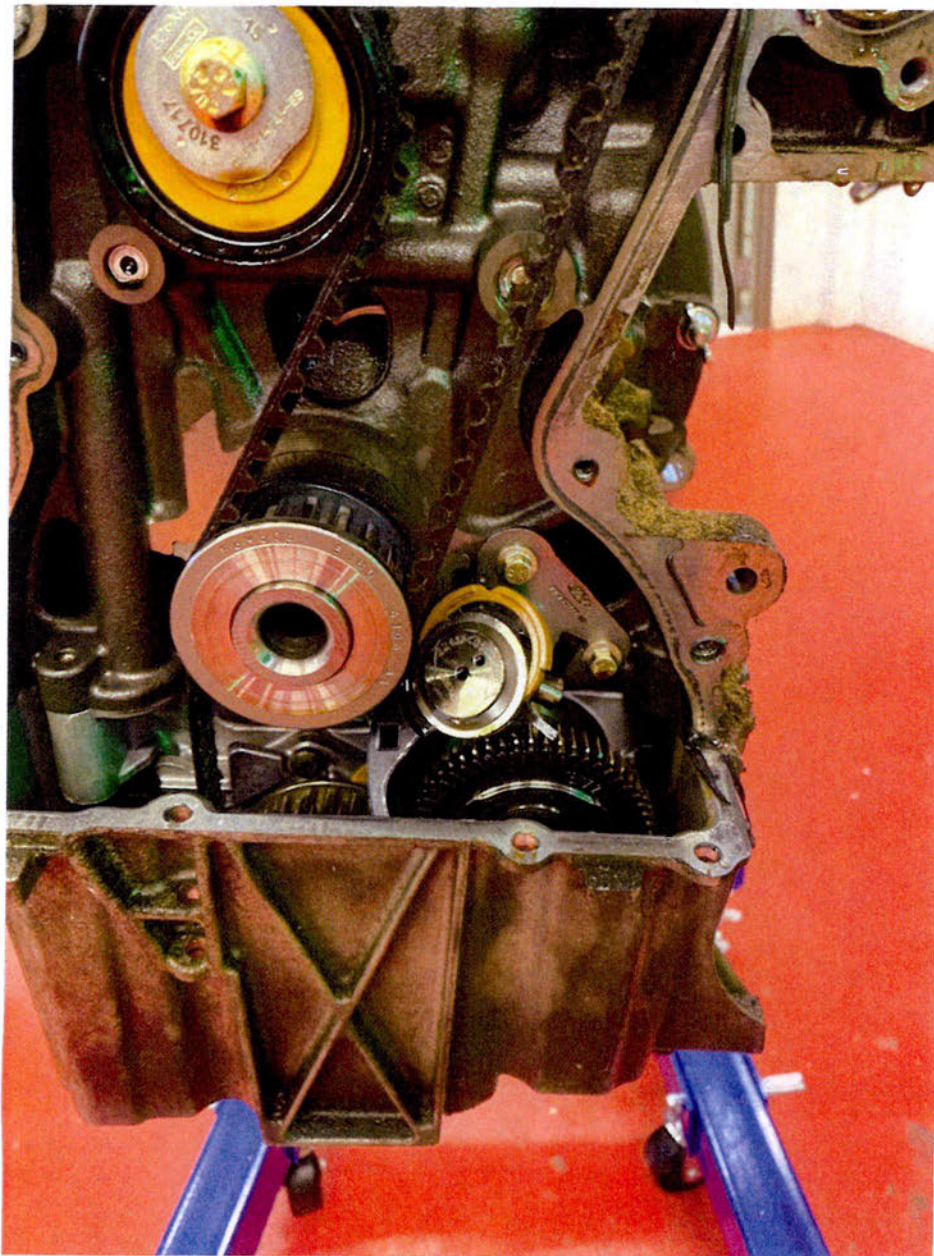
Upon disassembly, I found that the tensioner for the Oil Pump Timing/Drive Belt(\*1) had failed. This caused the belt to become too loose, and the teeth of the belt sheared off (\*2). At this point, the belt could no longer drive the oil pump. The resulting oil starvation caused damage to Exhaust Camshaft Bearings 1 and 2 (\*3, 4). I found no signs of damage to any other components and found no signs of outside influence on the failed tensioner.

According to page 414 of the 2018 Ford Focus Owner's Manual, the scheduled service interval for the oil pump belt is 150000 miles.

Attached on the following pages are pictures showing my findings.

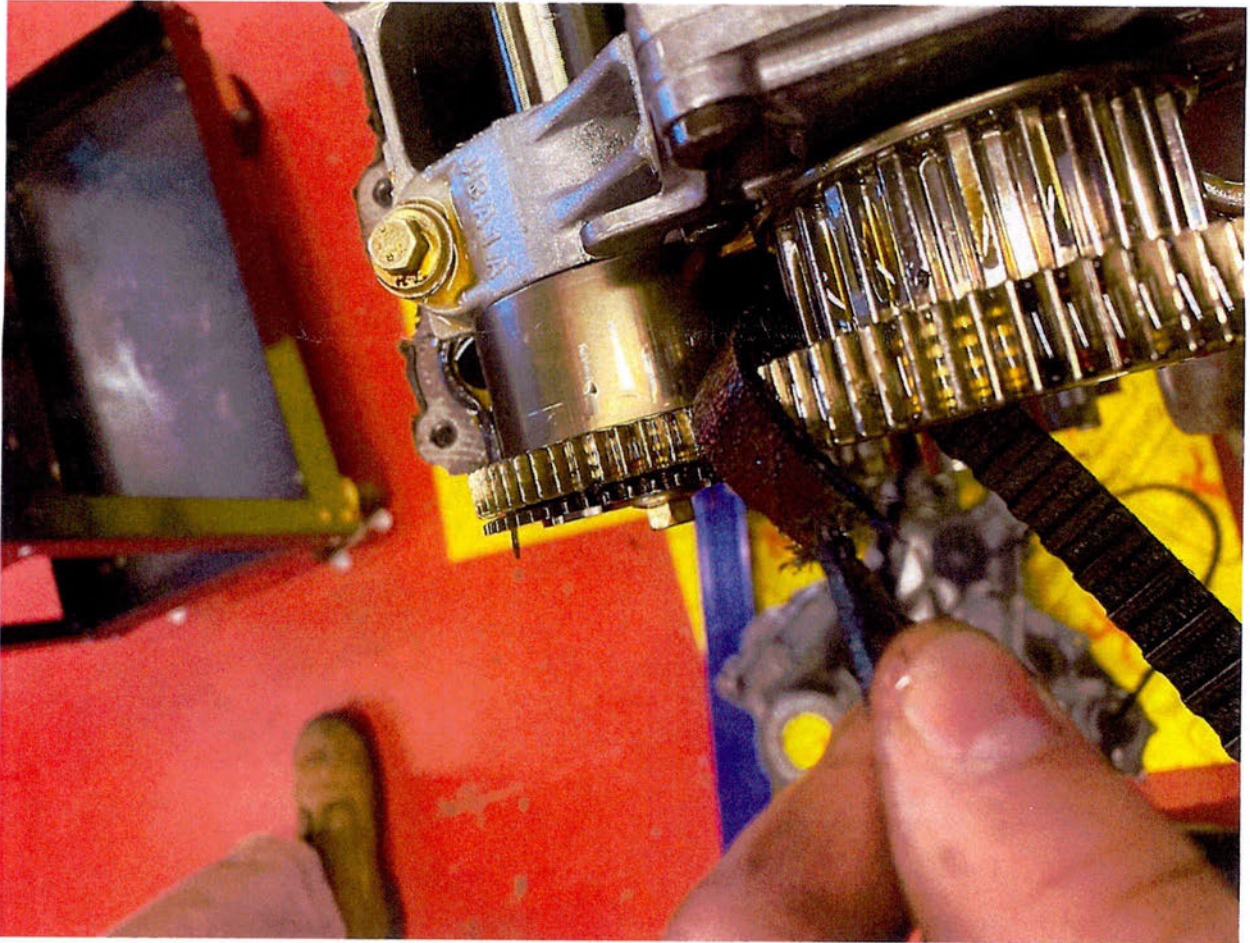
Collin Harris  
ASE Master Technician  
11/29/2021

Picture \*1 – The tensioner assembly as found upon removal of the timing cover. (Note the teeth on the lower belt missing on left side of the picture.)



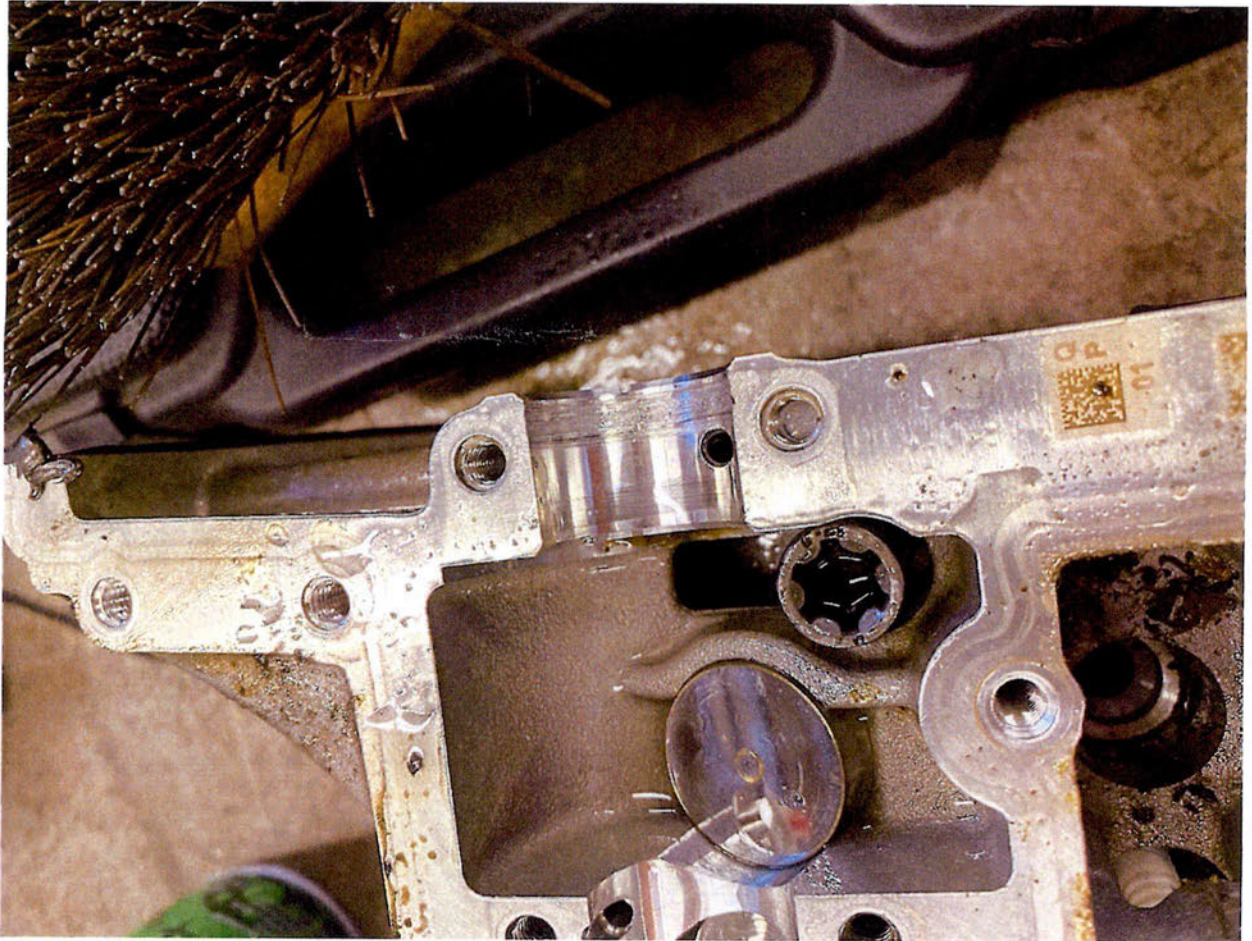
Collin Harris  
ASE Master Technician  
11/29/2021

Picture \*2 – Close up of the damaged Oil Pump Belt



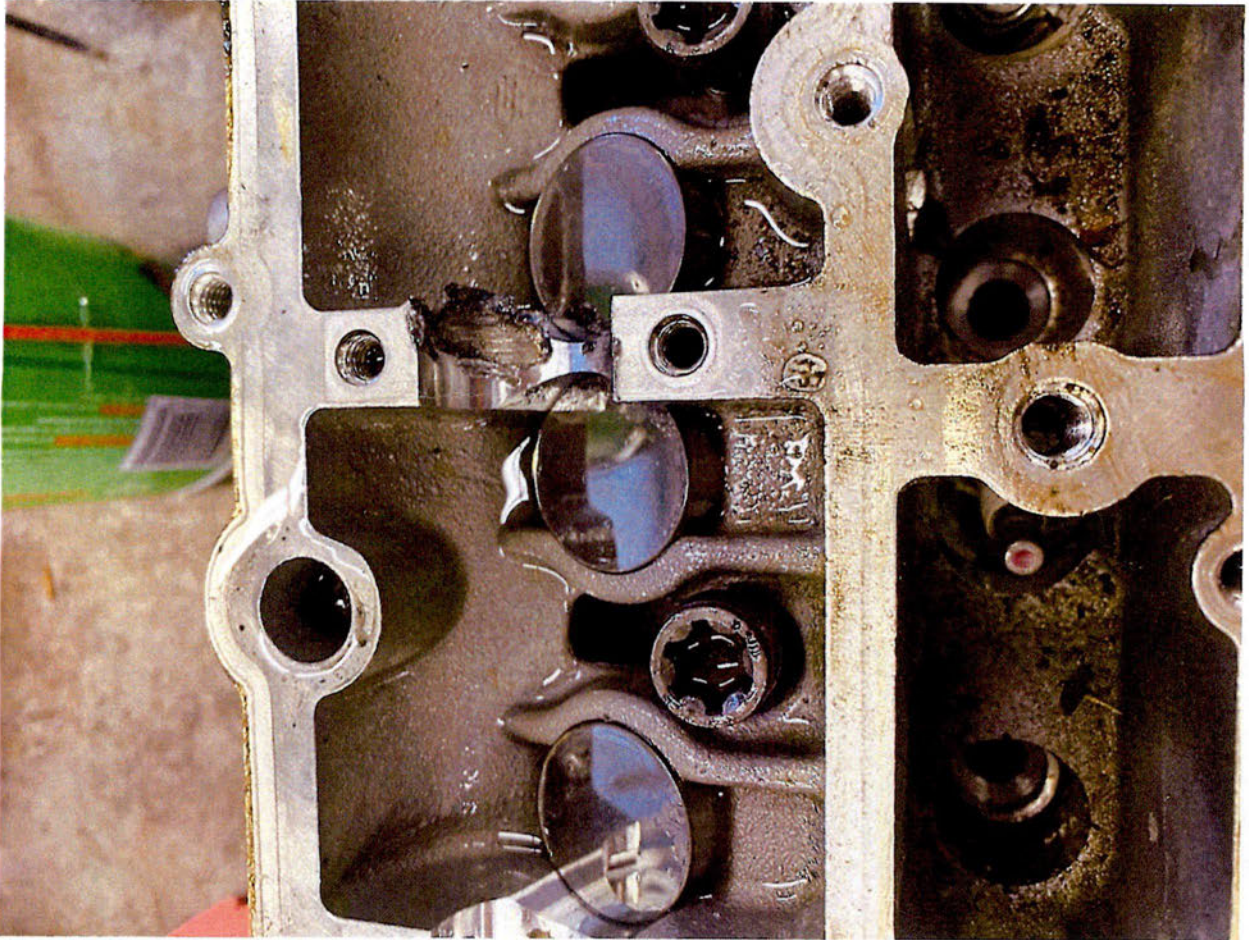
Collin Harris  
ASE Master Technician  
11/29/2021

Picture \*3 – Damaged Exhaust Camshaft Bearing 1



Collin Harris  
ASE Master Technician  
11/29/2021

Picture \*4 – Damaged Exhaust Camshaft Bearing 2



Collin Harris

[REDACTED]

Work Experience

**Lead Instructor**

[REDACTED]

Lead Instructor of Automotive Technology

**Master Technician**

[REDACTED]

**Service Advisor/Writer**

[REDACTED]

**Service Advisor/Writer**

[REDACTED]

**Parts Advisor**

[REDACTED]

**Adjunct Automotive Instructor**

[REDACTED]

**Service Advisor/Assistant Service Manager**

[REDACTED]

**Master Automotive Technician**

[REDACTED]

**Master Technician**

[REDACTED]

[Redacted]

**Expert Automotive Technician**

[Redacted]

**Automotive Technician**

[Redacted]

**Automotive Technician**

[Redacted]

**Automotive Technician**

[Redacted]

**Automotive Technician**

[Redacted]

**Automotive Technician**

[Redacted]

**Automotive Technician**

[Redacted]

Education

**Automotive Technology in Automotive Technology**

[Redacted]

## Skills

- Sales
- training
- retail sales
- Mechanic Experience
- Automotive Repair
- Brake Repair
- Suspension
- Computer literacy
- Mechanical knowledge
- Automotive service
- HVAC
- Service writing

## Certifications and Licenses

**ASE Master Technician**

**Toyota Master Technician**

**Driver's License**

**ASE Certification**

**ASE Certification**

LAW OFFICE OF  
THOMAS H. BROWN, PLLC  
116 N. KILGORE ST.  
KILGORE, TX 75662



Ford Motor Company  
Attn: Legal Department  
1 American Rd.  
Dearborn, MI 48126