

# EXHIBIT E

Approved, SCAO

Original - Court  
1st copy - Defendant

2nd copy - Plaintiff  
3rd copy - Return

STATE OF MICHIGAN JUDICIAL DISTRICT 25th JUDICIAL CIRCUIT COUNTY PROBATE	<b>SUMMONS AND COMPLAINT</b>	CASE NO. 17-56206-CK
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Court address 234 W. Baraga Avenue, Marquette, Michigan 49855	Court telephone no. (906) 225-8330
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Plaintiff's name(s), address(es), and telephone no(s). Donald B. Bacon 1415 Delta Avenue Gladstone, MI 49837 (906) 428-1500
Plaintiff's attorney, bar no., address, and telephone no.

Defendant's name(s), address(es), and telephone no(s). Kubota Tractor Corporation 601 Abbott Road East Lansing, MI 48823
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**SUMMONS NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to **file a written answer with the court** and serve a copy on the other party or **take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued 12/12/2017	This summons expires 3/13/2018	Court clerk Linda K. Talsma
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**Family Division Cases** (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

This case involves a minor who is under the continuing jurisdiction of another Michigan court. The name of the court, file number, and details are on page \_\_\_\_ of the attached complaint.

There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.

An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.

The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.

**Civil Cases** (The following is information required in the caption of every complaint and is to be completed by the plaintiff.)

This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035.

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in 25th Judicial Circuit Court.

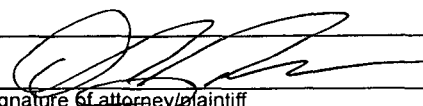
The action  remains  is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
17-56206-CK	Hon. Karl A. Weber	P55335

**VENUE**

Plaintiff(s) residence (include city, township, or village) City of Gladstone, County of Delta	Defendant(s) residence (include city, township, or village) Township of Marquette, County of Marquette
Place where action arose or business conducted Township of Marquette, County of Marquette	

December 11, 2017  
 Date

  
 Signature of Attorney/Plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Note to Plaintiff: The summons is invalid unless served on or before its expiration date.

**SUMMONS AND COMPLAINT**

Case No. 17-56206-CK

**PROOF OF SERVICE**

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE**

<input type="checkbox"/> <b>OFFICER CERTIFICATE</b> I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)	OR	<input type="checkbox"/> <b>AFFIDAVIT OF PROCESS SERVER</b> Being first duly sworn, I state that I am a legally competent adult who is not a party or an officer of a corporate party, and that: (notarization required)
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I served personally a copy of the summons and complaint.

I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with \_\_\_\_\_

List all documents served with the Summons and Complaint

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\_\_\_\_\_ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Compleat address(es) of service	Day, date, time

I declare that the statements above are true to the best of my information, knowledge, and belief.

Service fee	Miles traveled	Fee		Signature
\$		\$		_____
Incorrect address fee	Miles traveled	Fee	<b>TOTAL FEE</b>	Name (type or print)
\$		\$	\$	_____
				Title
				_____

Subscribed and sworn to before me on \_\_\_\_\_, \_\_\_\_\_ County, Michigan.  
Date

My commission expires: \_\_\_\_\_ Date      Signature: \_\_\_\_\_  
Deputy court clerk/Notary public

Notary public, State of Michigan, County of \_\_\_\_\_

**ACKNOWLEDGMENT OF SERVICE**

I acknowledge that I have received service of the summons and complaint, together with \_\_\_\_\_ Attachments

\_\_\_\_\_ on \_\_\_\_\_  
Day, date, time

Signature \_\_\_\_\_ on behalf of \_\_\_\_\_

STATE OF MICHIGAN

IN THE 25TH JUDICIAL CIRCUIT COURT FOR THE COUNTY OF MARQUETTE

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DONALD B. BACON,

Plaintiff,

v

KAREN LARSON, individually, d/b/a MICHIGAN  
SALES & EQUIPMENT, AGL, and KUBOTA  
TRACTOR CORPORATION,

Defendants.

Case No. 17-56206-CK  
Hon. Karl A. Weber  
Circuit Court Judge

**FILED & ENTERED**  
25th CIRCUIT COURT

DEC 12 2017

Marquette County Clerk

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Donald B. Bacon (P28933)  
In Pro Per  
1415 Delta Avenue  
Gladstone, MI 49837  
Phone: (906) 428-1500  
Fax: (906) 428-1455  
Email: [info@baconlawoffices.com](mailto:info@baconlawoffices.com)

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Karl P. Numinen (P46074)  
Numinen, DeForge & Toutant, PC  
Attorney for Karen Larson, individually and  
d/b/a Michigan Sales & Equipment, AGL  
105 Meeske Avenue  
Marquette, MI 49855  
Telephone: (906) 226-2580

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**FIRST AMENDED COMPLAINT**

**GENERAL ALLEGATIONS**

NOW COMES the Plaintiff, in pro per, and pursuant to MCR 2.118(A)(1) hereby files his first amended complaint and adds as a party defendant Kubota Tractor Corporation and states as follows:

1. Plaintiff is a resident of the Township of Escanaba, County of Delta and State of Michigan.
2. Defendant Defendant, Karen Larson, individually and d/b/a Michigan Sales & Equipment, AGL, upon information and belief, is a resident of the County of Marquette and State of Michigan, who will hereinafter be called "DEFENDANT LARSON".

3. Defendant Kubota Tractor Corporation manufactures Kubota Tractors and manufactured the tracker at issue in this litigation. Defendant Kubota Tractor Corporation shall hereinafter be called “DEFENDANT KUBOTA”.
4. The Defendant Larson owns and operates a business located in the Township of Marquette, County of Marquette and State of Michigan located at 105 County Road 492, Marquette, Michigan 49855.
5. The Defendant Larson holds herself out to the public to be an authorized Kubota dealer in the following particulars:
  - a. The business located at 105 County Road 492, Marquette, Michigan 49855 was a Kubota dealer for many years.
  - b. Karen Larson, individually and d/b/a Michigan Sales & Equipment, AGL continues to use the name Kubota in invoicing to customers and for email purposes.
  - c. Multiple Kubota machines and equipment are displayed outside of the building and inside the building which is located at 105 County Road 492, Marquette, Michigan 49855.
  - d. The former name of the franchised dealer was Michigan Sales which continues to be used today by Defendant Larson despite not being a Kubota dealer.
6. Jurisdiction and venue are proper in this Court as the complaint of Plaintiff seeks injunctive relief and the alleged harm occurred in Marquette County.
7. That Plaintiff purchased a Kubota 3540 new in 2008 from a corporation known as Michigan Sales & Equipment, Inc.

8. That sometime during the summer of 2017 a leak developed and leaked through a pressure relief valve in the lower engine area.
9. That telephone calls were made to Michigan Sales & Equipment, AGL to determine whether or not they were capable of fixing the Kubota tractor.
10. That a mechanic at Michigan Sales & Equipment, AGL said the following:
  - a. They are very capable of fixing Kubota tractors.
  - b. They are able to purchase Kubota parts.
  - c. They will pressure check the tractor to determine where the leak is.
  - d. There were three other tractors in the business at 105 County Road 492, Marquette, Michigan 49855 at that time that all had the same or similar problems.
11. That Plaintiff believed that Defendant Larson was an authorized dealer of Kubota equipment and parts and was capable of repairing Plaintiff's tractor.
12. That on or about August 3, 2017 Plaintiff's tractor was delivered to Defendant Larson to repair the leak.
13. That on or about August 8, 2017 a representative mechanic of Defendant Larson by the name of Lenny Hanson spoke with Plaintiff and said the following:
  - a. He is capable of fixing the tractor and must separate the tractor into two parts fix the leak and then put the tractor back together.
  - b. It will take 10 hours to complete this at a rate of \$85.00 per hour.
  - c. There will also be approximately \$300.00 in parts.
14. Defendant Larson was in possession of Plaintiff's tractor for in excess of one month supposedly repairing the leak.
15. Defendant Larson and/or the mechanic Lenny Hanson contacted Defendant Kubota

- regarding the problem with this tractor.
16. That Defendant Kubota required Defendant Larson to fax a copy of the license of the mechanic that was to do the work on the tractor at issue to verify that the mechanic was a state licensed mechanic.
  17. That Defendant Larson, in fact, did fax a copy of the license of Lenny Hanson, who is a state certified mechanic.
  18. That Defendant Larson was allowed by Defendant Kubota to purchase parts and materials from other duly licensed Kubota dealers and/or directly from Defendant Kubota Corporation.
  19. That the mechanic for Defendant Larson, Lenny Hanson, separated the tractor into two parts to be able to determine the cause of the leaking problem.
  20. That the separation of the tractor by mechanic Lenny Hanson took 4 ½ to 5 hours.
  21. That the mechanic Lenny Hanson told Defendant Larson that the problem and cause of the leaking was in the housing unit and bearings within that housing unit with a likely bad seal causing the leak and possibility impacting the input shaft.
  22. That mechanic Lenny Hanson told Defendant Larson it was a major job to repair the leaks as he had seen other leaks of this nature on the same or similar Kubota tractors in the past.
  23. That Defendant Larson specifically directed Lenny Hanson to not repair the housing unit, seals, bearings, and shaft.
  24. That there were no repairs made by Defendant Larson to the Kubota tractor in question.
  25. That Plaintiff picked up the tractor from Defendant Larson's place of business on or about September 15, 2017 and paid the invoice presented to him.

26. That the invoice was approximately double what the original estimate was supposed to be as described by the mechanic Lenny Hanson.
27. That attached to this complaint as Exhibit A is a copy of the invoice.
28. That Plaintiff further was provided with the two seals that were supposedly defective and caused the leak Plaintiff complained of.
29. That Plaintiff was told by the mechanic Lenny Hanson to take the tractor home and run it for approximately an hour using the power takeoff to get the engine oil hot to determine whether or not the leaks were corrected.
30. Plaintiff, in fact, did this upon returning the tractor to Plaintiff's residence.
31. That after Plaintiff used the rototiller on the power takeoff and grading the driveway using a rake for approximately one hour in total, the tractor leaked excessively through the pressure relief valve in the same location it did prior to being repaired by Defendant Larson.
32. The leaks were coming from, in addition to the pressure relief valve, at least two other areas forward of the relief valve inside the engine compartment.
33. That Plaintiff estimates at least two quarts of oil leaked out of the engine from this approximate one hour usage.
34. That the engine was, in fact, leaking much more oil than it did prior to being repaired by Defendant Larson.
35. That Plaintiff complained to Defendant Larson immediately on realizing the tractor had not been repaired.
36. That Defendant Larson's representatives came to Plaintiff's residence and picked up the tractor and returned it to Defendant Larson's business location to repair the leaks.



37. That an additional month past in which Defendant Larson was supposedly fixing and repairing Plaintiff's tractor.
38. That Plaintiff was called and was notified by Mike, a mechanic for Defendant Larson that the PTO gasket had been tightened and that solved the problem.
39. That Defendant Larson's representatives delivered Plaintiff's tractor to Plaintiff's residence on or about October 11, 2017.
40. That the tractor was taken off the delivery truck, driven a few feet and parked in front of Plaintiff's pole barn.
41. That when Plaintiff returned from work, approximately three hours later and looked underneath the tractor there was a large pool of leaking fluid coming from the pressure relief valve which is exactly the location that had leaked before.
42. That in approximately one hour later, Plaintiff looked underneath the tractor again and there were additional pools of oil that had leaked from the tractor, again in the exact locations that had leaked before it had been supposedly repaired two different times by Defendant Larson.
43. That the seals supposedly defective and repaired by Defendant Larson have been reviewed by two other qualified mechanics.
44. That both of those seals in those mechanics' opinion were not defective and were clearly not the problem causing the leaks in Plaintiff's tractor.
45. That the two seals provided by Defendant Larson to Plaintiff in addition to being not defective as above described were also seals that were not part of the Kubota Tractor in question and were simply removed from the mechanic's box of Lenny Hanson and given to Plaintiff.

46. Defendant Kubota, at all relevant times, was engaged in the business of manufacturing Kubota tractors and selling them in the United States and specifically in Marquette County, Michigan.
47. That Defendant Kubota manufactured the Kubota tractor in question which is a 2008 Kubota model L3540HSTC, VIN number 50082, which had 540.4 hours on the tractor at the time of the delivery to Defendant Larson in August 2017.
48. That Defendant Kubota as the manufacturer, marketer and tester of the product owed Plaintiff and the public the following general duties:
  - a. To properly manufacture its products;
  - b. To properly test its products;
  - c. To recall products that were known to be defective;
  - d. To require authorized Kubota dealers to repair known defective products;
  - e. To not allow non-franchised and formerly franchised dealers to hold themselves out to be Kubota dealers, thereby allowing fraud and other misrepresentation to be committed upon the public by the non-licensed and non-franchised dealers, specifically in this case, Defendant Larson.

## **COUNT I**

### **BREACH OF CONTRACT AGAINST DEFENDANT LARSON**

49. Plaintiff re-alleges Paragraphs 1 through 48 hereinabove as though specifically set forth.
50. Plaintiff contracted with Defendant Larson to repair Plaintiff's tractor based upon the assertions and statements that Defendant Larson was qualified to do so.
51. That Defendant Larson breached this contract and agreement by failing to repair the leaks in Plaintiff's tractor despite statements that she had done so.

52. That Plaintiff has paid the amount of \$2,199.73 for repairs that did nothing to stop the leaks that were the original problem.

WHEREFORE, Plaintiff requests a judgment in his favor against Defendant Larson for the sum of \$2,199.73 plus the filing fees, sheriff's fees and what other fees this Court may grant including actual attorney's fees.

## **COUNT II**

### **NEGLIGENCE AGAINST DEFENDANT LARSON**

53. Plaintiff re-alleges Paragraphs 1 through 52 hereinabove as though specifically set forth.

54. Defendant Larson held herself out to be qualified to repair Kubota tractors and was an authorized dealer to do so.

55. That Defendant Larson owed a duty to have reputable mechanics repair Plaintiff's tractor.

56. That Defendant Larson breached its duty and failed to repair Plaintiff's tractor and, in fact, caused the tractor to leak more severely than it did prior to being repaired.

57. That Plaintiff relied upon Defendant Larson's statements and appearance of being a Kubota dealer and was harmed by the Defendant Larson's failure to repair Plaintiff's tractor.

58. That Defendant Larson's negligence is the proximate cause of Plaintiff's damages which total \$2,199.73.

WHEREFORE, Plaintiff requests a judgment against Defendant Larson in the amount of \$2,199.73 plus filing fees, sheriff's fees, attorney's fees and whatever else relief this Court may grant.

## **COUNT III**

### **DECLARATORY AND INJUNCTIVE RELIEF UNDER THE MICHIGAN CONSUMER**

**PROTECTION ACT AGAINST DEFENDANT LARSON**

59. Plaintiff re-alleges Paragraphs 1 through 58 hereinabove as though specifically set forth.
60. Michigan Sales & Equipment, AGL is engaged in “trade or commerce” within the meaning of MCL 445.902(1)(g) of the MCPA.
61. Plaintiff is a “person” within the meaning of MCL 445.902(1)(d) of the MCPA.
62. Michigan Sales & Equipment, AGL, by representing that they were capable to sell and repair Kubota machines, violated MCL 445.903(1)(a), (b), (c), (e), (n), (s), (bb) and (cc) of the MCPA.
63. Unless retrained by the Court, Michigan Sales & Equipment, AGL will continue to violate the MCPA.
64. Pursuant to MCL 445.911(1)(a) and (b), Plaintiff requests relief as follows:
  - a. That the Court, pursuant to MCL 445.911(1)(a), enter a declaratory judgment declaring that Michigan Sales & Equipment, AGL, by representing that they were an authorized dealer of Kubota machines, violated MCL 445.993 of the MCPA.
  - b. That the Court, pursuant to MCL 445.911(1)(b), enter an order forbidding Michigan Sales & Equipment, AGL from representing that they are Kubota dealers or an authorized Kubota repair facility.
  - c. That the Court, pursuant to MCL 445.911(1)(b), enter an order commanding Michigan Sales & Equipment, AGL, to take whatever corrective action the Court deems just in order to counter the existing misinformation wherein Michigan Sales & Equipment offers to sell products and perform services for which they are not licensed or authorized under the FMCA.
  - d. That the Court award Plaintiff costs and reasonable attorney fees.

**COUNT IV**

**INDIVIDUAL RELIEF UNDER THE MCPA AGAINST DEFENDANT LARSON**

65. Plaintiff re-alleges Paragraphs 1 through 64 hereinabove as though specifically set forth.

66. Plaintiff is a person who has suffered a loss within the meaning of MCL 445.911(2).

Pursuant to MCL 445.911(2), Plaintiff requests a monetary judgment for the actual damages he sustained or \$250.00, whichever is greater, together with reasonable attorney fees, interest, and costs.

**COUNT V**

**BREACH OF DUTY AGAINST DEFENDANT KUBOTA**

67. Plaintiff re-alleges Paragraphs 1 through 66 hereinabove as though specifically set forth.

68. At a relevant times Defendant Kubota, as manufacturer, owed a duty to Plaintiff and to the general public to:

- a. Properly manufacture its products;
- b. Properly test its products;
- c. Properly recall products that were known to be defective;
- d. Pay through licensed franchised dealers any required labor and materials to fix defective products.

69. Defendant Kubota as manufacturer, breached these duties by committing or omitting the following acts:

- a. Failing to properly manufacture the product at issue being a 2008 Kubota model L3540HSTC, VIN number 50082;
- b. Failing to properly test its products for problems within the housing unit on the input shaft;

- c. By failing to notify Plaintiff of the known problem to the bearings and the seal on the input shaft causing a leak from the housing unit and causing grooving to the shaft from the seal leaking;
- d. Failing to recall the tractors sold with this defect and specifically failing to notify Plaintiff of this defect;
- e. Failing to notify Plaintiff of the known defect and advising Plaintiff to remove the tractor from Defendant Larson and take the tractor to a licensed and franchised Kubota dealer.

70. The Product was not reasonably safe at the time it left the control of the Defendant Kubota manufacturer.

71. At the time the product left the control of Defendant Kubota manufacturer, a technically feasible alternative part was available that would have prevented the harm caused in this case without significantly impairing the usefulness or desirability of the product to users and without creating equal or greater risk of harm to others.

72. These breaches of duty proximately cost the following damages to Defendant Kubota:

- a. Plaintiff was without the use of the tractor in question for the time period of August 15, 2017 through December 8, 2017.
- b. Plaintiff paid the following sums of money to repair the defective tractor, all of which defects were known to Plaintiff:
  - i. Karen Larson d/b/a Michigan Sales & Equipment, AGL = \$2,199.73.
  - ii. Marquette Power Sports – U.P. Kubota = \$2,703.83. See Exhibit B.
  - iii. \$239.97 for carrier to pick up tractor at Marquette Power Sports – U.P. Kubota.

iv. Attorney's fees in bringing to light the fraudulent activities of Karen Larson d/b/a Michigan Sales & Equipment, AGL and the defective product manufactured by Defendant Kubota plus out of pockets in the filing of the complaint and service of the summons upon the Defendants = \$10,000.00.

a. As a direct and proximate result of the negligence of Defendant Kubota, Plaintiff will suffer in the future the following damages:

i. The repaired tractor having twice been disassembled entirely does not have the same power, same speed nor is the life of the tractor as a useful product without future problems what it normally would be for a tractor with the very small number of hours as this tractor showed.

73. Plaintiff requests that this Court enter judgment against Defendant Kubota in an amount that would that will fairly and adequately compensate Plaintiff for his injuries together with the costs of this action, interest and attorney's fees.

#### **COUNT VI**

#### **BREACH OF IMPLIED WARRANTY CLAIM AGAINST DEFENDANT KUBOTA**

74. Plaintiff re-alleges Paragraphs 1 through 73 hereinabove as though specifically set forth.

75. The 2008 Kubota tractor Model L3540HSTC, VIN number 50082 was not reasonably fit for use anticipated or reasonably foreseen by Defendant Kubota when it left Defendant Kubota's control.

76. As a proximate result of the breach of implied warranty by Defendant Kubota, Plaintiff has been injured as previously described.

WHEREFORE, Plaintiff request this Court enter judgment against Defendant Kubota, the

manufacturer herein, in an amount that will fairly and adequately compensate Plaintiff for his damages, together with the costs of this action, interest and attorney's fees.

## **COUNT VII**

### **FRAUDULENT MISREPRESENTATION AS TO DEFENDANT LARSON**

77. Plaintiff re-alleges Paragraphs 1 through 76 hereinabove as though specifically set forth.
78. Defendant Larson intentionally made false representations of material facts to Plaintiff and Plaintiff's representative regarding the status of Plaintiff as a Kubota dealer, the ability of Defendant Larson to properly repair Kubota tractors and failing to notify Plaintiff of the known problem with Defendant Kubota's tractor as explained to Defendant Larson by mechanic Lenny Hanson.
79. Defendant Larson's representations were false when they were made.
80. Defendant Larson knew that the representations were false when they were made or they were made recklessly, without knowing whether they were true.
81. Defendant Larson intended that Plaintiff rely on the representations.
82. Plaintiff relied on Defendant Larson's false representations in delivering the tractor to the store for repair, in leaving the tractor at the store after the extent of the problems were known and when Defendant Larson knew or should have known that the repairs should be completed by a licensed and franchised Kubota dealer.
83. As a result of Defendant Larson's fraudulent misrepresentations, Plaintiff has suffered substantial economic losses.

## **COUNT VIII**

### **INNOCENT MISREPRESENTATION AS TO DEFENDANT LARSON**

84. Plaintiff re-alleges Paragraphs 1 through 83 hereinabove as though specifically set forth.



85. Defendant Larson's representations, as set forth in the proceeding paragraphs, were made in connection with the making of a contract for repair of the Kubota tractor between Plaintiff and Defendant Larson.

86. Plaintiff would not have entered the contract for the repair of the Kubota tractor if Defendant Larson had not made the representations and allowed the appearance of Defendant Larson being a qualified Kubota dealer and repair facility.

87. Plaintiff suffered substantial economic losses as a result of entering into the contract for repair.

### **COUNT IX**

#### **EXEMPLARY DAMAGES AS TO DEFENDANT LARSON**

88. Plaintiff re-alleges Paragraphs 1 through 87 hereinabove as though specifically set forth.

89. Defendant Larson's representations were made intentionally and maliciously and have caused Plaintiff to suffer humiliation, outrage and indignation in addition to significant economic losses.

WHEREFORE, Plaintiff requests this Court enter a judgment in Plaintiff's favor and against Defendant Larson and award the following damages:

- a. Compensatory damages in an amount that is in excess of \$25,000.00 and that is sufficient to compensate Plaintiff for his actual, consequential, and incidental losses sustained as a result of Defendant Larson's wrongful actions.
- b. Exemplary damages in an amount in excess of \$25,000.00 resulting from Defendant Larson's intentional and malicious actions.
- c. Interest, costs, and reasonable attorney's fees.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Donald B. Bacon', is written over a horizontal line.

Donald B. Bacon (P28933)

In Pro Per

1415 Delta Avenue

Gladstone, MI 49837

Telephone: (906) 428-1500

Fax: (906) 428-1455

Email: [info@baconlawoffices.com](mailto:info@baconlawoffices.com)

Dated: December 11, 2017

Bacon.MISales.N1000(1)

# INVOICE

**MICHIGAN SALES & EQUIPMENT, AGL**  
**WE SERVICE EVERYTHING**

105 County Road 492  
 Marquette, MI 49855  
 906-225-0500  
 Fax: 906-225-0540  
 Email: info@michigansaleskubota.com

**DATE:** September 15, 2017  
**INVOICE #** 2600  
 Don Bacon  
 (Jacque)  
 906-428-1500

*Handwritten signature*

QTY	DESCRIPTION	COST	T	AMOUNT
1	KUB 16433-04460 seal	\$49.50	T	\$49.50
1	KUB 1A091-04820	\$10.03	T	\$10.03
1	KUB 1A091-04362 Gasket, BEA	\$18.14	T	\$18.14
1	KUB HH164-32430	\$18.93	T	\$18.93
2	KUB 70000-10001 1 gallon 15W40	\$23.34	T	\$46.68
2	5 gallon of Super UDT2	\$113.84	T	\$227.68
10	hours labor to initially split the tractor	\$85.00		\$850.00
3	QUARTS KUB 80/90 70000-10900 GEAR LUBE	\$16.95	T	\$50.85
1	HHTAO-37710	\$65.20	T	\$65.20
1	HHTAO-59900	\$71.30	T	\$71.30
8	hours labor to assemble center section of tractor	\$85.00		\$680.00
				\$0.00
				\$0.00
				\$0.00
1	deposit received 8-8-17	-\$1,000.00		(\$1,000.00)

**SUBTOTAL**

**TAX RATE**

6.00%

**SALES TAX**

**C.CARD PROCESSING FEE**

4.00%

**FEE TOTAL**

\$46.14

**TOTAL**

all checks payable to Michigan Sales & Equipment. If you have any questions concerning this invoice please contact us.

**THANK YOU FOR YOUR BUSINESS!**

# Marquette Powersports - UP Kubota

241 US Hwy 41E - 4250 US Hwy 41W  
 uppowersports.com - upkubota.com  
 Negaunee - Marquette, Michigan  
 MPS 906.401.0444 - Kubota 906.451.5700

## Repair Order

R/O Number: 31446  
 Date In: 10/13/2017 Today's Date: 12/8/2017  
 Date Promised: 10/13/2017 Date Closed:

**Repair Order For:** **Unit Name:** **Location:**  
 BACON, DON  
 1415 DELTA AVE  
 GLADSTONE, MI 49837  
 c:906-280-5072 w:906-428-1500

**Units for this Repair Order**

**Service Writer: RYAN BLIXT KUBOTA**

Year	Make	Model	VIN/Serial No.	Color	Plate	Key Board	Miles In/Out
2008	KUBOTA	L3540HSTC	50082			540.4	/

**Job: OIL LEAK**

Job For: 2008 KUBOTA L3540HSTC 50082

**Description**

CASE 171205000126

**DIAG**

CUSTOMER STATED THAT ANOTHER DEALER IN WI MENTIOED THAT IT SOUNDS LIKE A PTO LEAK

**Parts**

Part Number	Quantity	Description	Each Price	Extension
TD060-51113	1	GASKET	\$7.99	\$7.99
09500-28427	1	SEAL, OIL	\$6.99	\$6.99
TA040-82180	2	O-RING *	\$3.99	\$7.98
05411-00430	2	PIN, SPRING	\$1.99	\$3.98
04611-00420	1	CIR-CLIP, INTERNAL	\$1.99	\$1.99
08101-06207	1	BEARING,BALL RADIAL 35/72	\$11.99	\$11.99
T1060-36620	1	O-RING	\$4.99	\$4.99
04817-00200	1	O-RING	\$1.99	\$1.99
04817-00220	1	O-RING	\$2.99	\$2.99
67111-37180	4	GASKET, COPPER	\$1.99	\$7.96
TD060-51104	1	CASE, PROFELLER SHAFT	\$58.99	\$58.99
TD350-51390	2	SEAL,OIL	\$13.99	\$27.98
08101-06206	1	BEARING,BALL RADIAL 30/62	\$6.99	\$6.99
70000-40201	1	OIL,1 GAL SUPER UDT2 (Case of	\$23.99	\$23.99

**Parts Subtotal \$176.80**

**Labor**

Description	Job Code	Technician	Line Total
MAIN SHAFT R & R		ANDREW A KRUSE B KUB	\$940.50
CAB REMOVAL & REPLACE		ANDREW A KRUSE B KUB	\$683.10
A/C R & R		SCOTT F LACOSSE B KU	\$144.50

**Labor Subtotal \$1,768.10**

Job: OIL LEAK (Continued)  
 Job For: 2008 KUBOTA L3540HSTC 50082

**Recommendations**

**Resolution**

11/26 AK - SEAL ON INPUT SHAFT IS BAD CAUSING THE LEAK. ALSO SHAFT HAS SOME GROOVING FROM THE SEAL SLIPPING. ALMOST SEAMS LIKE IT WASN'T THE CORRECT SIZE. NUMBERS ARE SUPERCEDED TO A NEW SEAL AND SHAFT.

**Job Subtotal** \$1,944.90

Job: HEAD TO TOE LOOKOVER  
 Job For: 2008 KUBOTA L3540HSTC 50082

**Description**

CUSTOMER WANTS TO MAKE SURE EVERYTHING IS UP TO DATE AS OF FILTERS AND FLUIDS TOPPED OFF ETC.

**Parts**

Part Number	Quantity	Description	Each Price	Extension
HH164-32430	1	CARTRIDGE, OIL FILTER	\$12.99	\$12.99
15521-43160	1	ELEMENT, FUEL FILTER *	\$4.99	\$4.99
HHTA0-37710	1	CARTRIDGE, OIL FILTER (HYD) *	\$44.99	\$44.99
HHTA0-59900	1	CARTRIDGE, OIL FILTER (HST)	\$62.99	\$62.99
TA040-93230	1	ASSY ELEMENT, OUTER	\$22.99	\$22.99
04811-50650	1	O-RING	\$4.99	\$4.99
04816-00160	1	O-RING (CREEP SPEED KIT COMPON	\$1.99	\$1.99
77700-06325	2	ANTIFREEZE, 1 GAL 50/50 ETHYL/G	\$17.99	\$35.98
70000-40205	2	OIL, 5 GAL SUPER UDT2 (Single P	\$101.99	\$203.98
70000-40201	1	OIL, 1 GAL SUPER UDT2 (Case of	\$23.99	\$23.99
70000-40200	2	OIL, 1 QT SUPER UDT2 (Case of 1	\$6.99	\$13.98
<b>Parts Subtotal</b>				<b>\$433.86</b>

**Labor**

Description	Job Code	Technician	Line Total
		ANDREW A KRUSE B KUB	\$148.50
<b>Labor Subtotal</b>			<b>\$148.50</b>

**Recommendations**

**Resolution**

11/15 - AK NONE OF THE FILTERS HAVE DATES ON THEM. WITH SEEING THE AIR FILTER AS DIRTY AS IT IS, I WOULD RECOMMEND WE SHOULD CHANGE ALL OF THE FILTERS.

**Job Subtotal** \$582.36

Job: VIN: RUN  
 Job For: 2008 KUBOTA L3540HSTC 50082

Description

Recommendations

Resolution

11/16 RB - NO BULLETINS

Job Subtotal \$0.00

Customer Job Totals

Parts \$610.66  
 Labor \$1,916.60

Total of Customer Jobs \$2,527.26

Other Charges

ShopSupplies \$95.83  
 Freight \$38.33

Repair Order Subtotal \$2,661.42

Sales Tax \$42.41

Repair Order Total \$2,703.83

Previous Deposits \$2,703.83

Total Amount Due \$0.00

I HEREBY AUTHORIZE THE ABOVE REPAIR WORK TO BE DONE ALONG WITH THE NECESSARY MATERIAL, AND HEREBY GRANT YOU AND/OR YOUR EMPLOYEES' PERMISSION TO OPERATE THE VEHICLE HEREIN ON STREETS, HIGHWAYS, OR ELSEWHERE FOR THE PURPOSE OF TESTING AND/OR INSPECTION. AN EXPRESS MECHANIC'S LIEN IS HEREBY ACKNOWLEDGED ON ABOVE VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. I HEREBY RELEASE YOU FROM ANY RESPONSIBILITY FOR LOSS OR DAMAGE TO VEHICLE OR ARTICLES LEFT IN VEHICLE IN CASE OF FIRE, THEFT, OR ANY OTHER CAUSE BEYOND YOUR CONTROL. ALL WARRANTIES ARE HEREBY DISCLAIMED. THIS DISCLAIMER DOES NOT AFFECT THE MANUFACTURER'S WARRANTY IF ANY. I WILL PAY REASONABLE ATTORNEY'S FEES AND COURT COSTS IF THIS ACCOUNT IS NOT PAID WITHIN TERMS.

CUSTOMER SIGNATURE \_\_\_\_\_

BY SIGNING BELOW I ACKNOWLEDGE THAT I AM PICKING UP MY MACHINE FROM MARQUETTE POWERSPORTS and/or UP KUBOTA.

CUSTOMER SIGNATURE \_\_\_\_\_

# Marquette Powersports - UP Kubota

241 US Hwy 41E - 4250 US Hwy 41W  
uppowersports.com - upkubota.com  
Negaunee - Marquette, Michigan  
MPS 906.401.0444 - Kubota 906.451.5700

## Repair Order Deposit

R/O Number: 31446  
Ticket Number: 291166  
Cashier: RYAN BLXT KUBOTA  
Date: 12/8/2017

### Customer

BACON, DON  
1415 DELTA AVE  
GLADSTONE, MI 49837  
c:906-280-5072 w:906-428-1500

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Method Of Payment: Visa / Mastercard

Payment Amount: \$2,703.83

Description

Notes:

Sale Approved

12/8/2017 9:30:50 AM