

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

Subject: FW: From Florida Attorney General Pam Bondi

Subject: FW: From Florida Attorney General Pam Bondi

From: [REDACTED]
Sent: Monday, April 18, 2016 8:31 AM
To: PortableSafetyComplaint (NHTSA)
Subject: Fwd: From Florida Attorney General Pam Bondi

Was unable to download portable form
Sent by mail on April 16, 2016

[REDACTED]

Begin forwarded message:

From: attorney.general@myfloridalegal.com
Date: April 15, 2016 at 6:08:10 PM EDT
To: [REDACTED]
Subject: From Florida Attorney General Pam Bondi

The Florida Attorney General's Office received your correspondence regarding your concerns with Ford Motor Company and the law firm of Krohn & Moss, Ltd. Attorney General Pam Bondi asked that I respond.

We appreciate hearing from you. The Attorney General's Office is concerned with all potentially unfair and deceptive trade practices. We are forwarding your information to the Attorney General's Consumer Protection Division for review.

Regarding your concerns with Krohn & Moss, Ltd., The Florida Bar is the agency responsible for reviewing grievances against lawyers licensed to practice in this state. Therefore, we are forwarding your correspondence to The Florida Bar for review. You may follow up with The Florida Bar at:

The Florida Bar
651 East Jefferson Street
Tallahassee, Florida 32399-2300
Telephone: (850) 561-5839
Toll-free ACAP Hotline: (866) 352-0707
Website: [REDACTED]

For more information on lawyer regulations and filing a grievance, please visit the following Florida Bar web pages:

[REDACTED]

Because your complaint involves auto safety issues, you may also wish to contact the National Highway Traffic Safety Administration (NHTSA) about your concerns. The NHTSA's Office of Defects Investigation conducts defect investigations and administers safety recalls to support the NHTSA's mission to improve roadway safety. The contact information is:

NAM
5216
SMD

National Highway Traffic Safety Administration
Office of Defects Investigations/CRD
Auto Safety Hotline
NVS-216
1200 New Jersey Ave Southeast
Washington, D.C. 20590
Hotline: (888) 327-4236
Website: <https://www-odi.nhtsa.dot.gov/VehicleComplaint/>

Finally, because our office is not at liberty to give legal advice to private individuals, please continue to consult a private attorney if you need legal guidance. If you need help finding an attorney, The Florida Bar Lawyer Referral Service toll-free at (800) 342-8011, or online at [REDACTED]

Thank you for sharing your concerns with Attorney General Bondi's office.

Sincerely,

Gregory Powell
Office of Citizen Services
Florida Attorney General's Office
The Capitol, PL-01
Tallahassee, Florida 32399-1050
Telephone: (850) 414-3990
Toll-free in Florida: (866) 966-7226
Website: [REDACTED]

PLEASE DO NOT REPLY TO THIS E-MAIL. THIS ADDRESS IS FOR PROCESSING ONLY.

To contact this office please visit the Attorney General's website at [REDACTED] and complete the on-line contact form. For news on Attorney General Bondi's efforts to fight fraud, please click the following link and subscribe to the Attorney General's electronic newsletters: [REDACTED]

(See attached file: [REDACTED])

*Finance
CSI Credit
Reporting*

Experian®
Experian National Consumer Assistance Center
P.O. Box 4500
Allen, TX 75013
Dispute by Mail Dispute Online

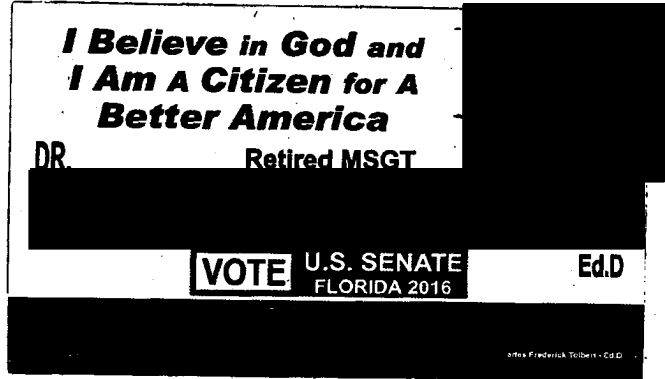
Equifax®
Equifax Information Services LLC
P.O. Box 740256
Atlanta, GA 30348 | 800-685-1111
Dispute by Mail Dispute Online

TransUnion®
TransUnion LLC
Consumer Dispute Center
P.O. Box 2000
Chester, PA 19022 | 800-916-8800
Dispute by Mail

Suncoast Credit Union
account [REDACTED]
PO BOX 11904
Tampa Fl. 33680

Office of the Attorney General
State of Florida
The Capital PL-01
Tallahassee, Fl. 32399

Reference [REDACTED] Ford Focus 1FADP3K2XE [REDACTED]



Please be advised that I am seeking legal action against both Ford motor Company for Consumer fraud and Kron and Moss for coercion. In addition prior to taking the reference vehicle to Suncoast we had agreed that I would pay the negative equality and that any monies received from the law suit to be applies to the signature loan.

Please see attached documents concerning agreement with Suncoast, the documents between Lawyers and Ford motor company.

Please correct Credit reports and remove the charge off and change to a signature loan with Suncoast

[REDACTED]
Orange City Fl [REDACTED]

Coercion /koʊˈɜːrʃən/ is the practice of forcing another party to act in an involuntary manner by use of intimidation or threats or some other form of pressure or force.[1] It involves a set of various types of forceful actions that violate the free will of an individual to induce a desired response, for example: a bully demanding lunch money to a student or the student gets beaten. These actions can include, but are not limited to, extortion, blackmail, torture, enhanced interrogation and threats to force the recipient to bend to the will of the interrogator. In law, coercion is codified as a duress crime. Such actions are used as leverage, to force the victim to act in a way contrary to their own interests. Coercion may involve the actual infliction of physical pain/injury or psychological harm in order to enhance the credibility of a threat. The threat of further harm may lead to the cooperation or obedience of the person being coerced.



Suncoast
Credit Union

**YOUR
COPY**

KEEP FOR YOUR FILES

LOANLINER.

**Loan and Security Agreements
and Disclosure Statement**

LOAN DATE: 2/11/2016 LOAN NUMBER: [REDACTED] ACCOUNT NUMBER: [REDACTED] GROUP POLICY NUMBER: [REDACTED] MATURITY DATE: 02/28/2022

BORROWER 1		BORROWER 2	
NAME AND ADDRESS [REDACTED] PORT RICHEY, FL [REDACTED]		NAME (AND ADDRESS IF DIFFERENT FROM BORROWER 1)	

TRUTH IN LENDING DISCLOSURE means an estimate				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. 6.600 %	The dollar amount the credit will cost you. \$ 2,967.13	The amount of credit provided to you or on your behalf. \$ 13,620.84	The amount you will have paid after you have made all payments as scheduled. \$ 16,587.97	The total cost of your purchase on credit is \$ which includes your downpayment of \$ 0.00
Your Payment Schedule Will Be:			Prepayment: If you pay off early you will not have to pay a penalty.	
Number of Payments	Amount of Payments	When Payments Are Due	Required Deposit: The Annual Percentage Rate does not take into account your required deposit, if any.	
71	\$ 230.39	MONTHLY beginning 3/30/2016	Demand: <input type="checkbox"/> This obligation has a demand feature. All disclosures are based on an assumed maturity of one year.	
1	\$ 230.28	02/28/2022	Filing Fees: \$ 0.00 Non-Filing Insurance: \$	
Property Insurance: You may obtain property insurance from anyone you want that is acceptable to the Credit Union. If you get the insurance from us, you will pay \$				
Late Charge: If you fail to make a payment within fifteen (15) days subsequent to the payment due date, you will be charged a late fee equal to the greater of 5% of the payment amount due or \$5.00 up to a maximum of \$15.00.				
Security: Collateral securing other loans with the Credit Union may also secure this loan. You are giving a security interest in your shares and dividends and, if any, your deposits and interest in the Credit Union; and the property described below:				
Collateral	Property/Model/Make	Year I.D. Number	Type	Value Key Number
				\$ \$ \$
Other (Describe)			\$	in Account No.
Pledge of Shares			\$	in Account No.
See your contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.				

SIGNATURES

By signing, or otherwise authenticating, as Borrower, you agree to the terms of the Loan Agreement. If property is described in the "Security" section of the Truth in Lending Disclosure, you also agree to the terms of the Security Agreement. If you sign, or otherwise authenticate, as "Owner of Property" you agree only to the terms of the Security Agreement.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE AGREEMENT BEFORE YOU SIGN IT.

Borrower 1 Signature	Date
X	(Seal)

Borrower 2 Signature	Date
X	(Seal)

Signature	Date
X	(Seal)

Signature	Date
X	(Seal)

Other Borrower Owner of Property Witness Other Borrower Owner of Property Witness



Suncoast Credit Union

01/27/2016

[REDACTED]
ORANGE CITY FL [REDACTED]

Re: **EXPLANATION OF CALCULATION OF SURPLUS OR DEFICIENCY**
Account Number [REDACTED]

Dear [REDACTED]

Please be advised that on 01/18/2016, the 2014 FORD was sold at a private sale. What follows is an explanation:

Aggregate amount of all obligations secured by the security interest under which the disposition was made, less any unearned interest or credit service charge, if any	\$19,181.70
Amount of proceeds from disposition	\$ 9,600.00
Aggregate amount of obligations after deducting proceeds	\$ 9,581.70
Aggregate amount of expenses incurred, including expenses of retaking, holding, preparing for disposition, processing & disposing of the collateral, attorney fees secured by collateral known to us and related to this disposition	\$ 665.75
Aggregate amounts of credits, including rebates of interest or credit service charges to which you are entitled & not reflected above	\$ 0.00
Amount of Principal Deficiency	\$10,247.45

If the account was included in a Bankruptcy, this is not an attempt to collect a debt which was otherwise included in your Bankruptcy. In the event your bankruptcy case gets Dismissed, Suncoast Credit Union will seek repayment for additional charges/cost incurred during or after your Bankruptcy was filed, initially not allowed as part of our claim. This notice is being sent pursuant to the requirements of State Law.

If you need any additional information, please call us at 813-621-7511 extension 88610 or write us at P.O. Box 11904, Tampa, FL 33680.

Member Solutions Department



Account Number and Suffix: [REDACTED]

Social Security Number: [REDACTED]

RENUNCIATION OF RIGHT TO NOTIFICATION OF SALE

Member Name [REDACTED]

Member Address [REDACTED]

Member Telephone Number [REDACTED]

The undersigned hereby acknowledges the voluntary return of the property described as:

Year 2014 Make Ford Model FOCUS
VIN 1FAD73K2XEL [REDACTED]

24,500 miles

The undersigned is advised that Suncoast Credit Union will sell, lease, or otherwise dispose of any and all of said property in its present condition or following any commercially reasonable preparation or processing to the highest and best purchaser on or after the date of this waiver of notification of sale.

The proceeds of the disposition shall be applied in the order set forth in the security agreement and Florida's version of the Uniform Commercial Code, that is:

- a. First, to the reasonable expenses of retaking, holding, preparing the sale, selling and the like and the reasonable attorney's fees and legal expenses incurred by the Credit Union.
- b. Next, to the satisfaction of the undersigned's indebtedness to the Credit Union which is secured by the property.
- c. Last, to the satisfaction of any indebtedness secured by any sub-ordinate security interest in the property. Thereafter, the Credit Union will turn over to the undersigned any surplus from the proceeds of the disposition or the undersigned shall remain liable to the Credit Union for any deficiency. If a bankruptcy proceeding has been filed, we will turn over to the appointed trustee in the case any surplus and the bankruptcy estate shall remain liable to the Credit Union for any deficiency.

The undersigned is entitled to reasonable notification of the time and place of any public sale or reasonable notification of the time after which any private sale or other intended disposition is to be made unless he signs after default a conspicuous statement renouncing or modifying his right to notification of sale.

The undersigned RENOUNCES HIS RIGHT TO NOTIFICATION OF THE SALE OF THE COLLATERAL and agrees that the collateral may be sold in a commercially reasonable fashion FORTHWITH, acknowledges receipt of a completed copy of this notice and that all personal property not subject to the Credit Union's security interest has been removed from the property surrendered to the Credit Union.

DATED this 23 day of December, 2015.

Member Signature [REDACTED]

Member Signature _____

Witnessed By: _____

Suncoast Credit Union Employee

From: [REDACTED]

Date: September 16, 2015 at 8:16:28 PM EDT

To: Brent Wikgren 203 Ford Focus <bwikgren@consumerlawcenter.com>

Subject: Ford Focus

In reading the report by the inspector the difference in cost of \$1200 it also does not mention other cost and time which is not included in the estimate of value.

I've had to take the car in over 12 times to include clutch replacement and a continuous problem safety hazard which required me to trade my truck in order to buy a vehicle (which left me without a truck to pull my fifth wheel) because my wife did not feel safe on long trips and I had to drive her to Texas

The emotional distress of owning and buying a product which was misrepresented and that Ford Motor Company committing fraud

The fact that neither the Chevy dealers and Dodge will not take the focus in trade but will sell it wholesale to non dealers, trade value under \$9000 because dealers do not want liability

In addition Ford Motor Company's inability to provide sufficient care for the vehicle and their maximum problem and injuries.

Not recalling the vehicle

Injuries have not been documented and for postponing making a recall is criminal

I believe Ford should consider taking both the focus in trade along with the 2014 transit connect they sold me when they took my f250 and financed

Trade for a 2015 F250 xl, gas engine, extend cab, long bed.

Currently the transit (which was purchased last month) is financed with Ford Motor Credit,

They can do 0% interest 7 years and keep my payments under \$600 a month which means they can inflate prices through a dealer and we both walk away.

Because of rebates, Ford's special finance and my USAA military discount

I believe this is a better solution

Otherwise I need it to go to trial

Or a cash settlement of \$7000 which is the number needed according to Port Richie Ford

Please discuss

From: [REDACTED]
Date: October 28, 2015 at 12:53:47 PM EDT
To: [REDACTED]
Subject: Fwd: Ford focus

Written documentation concerning voicemail [REDACTED] left voicemail:: Ford Focus

Brent Wikgren Attorney at Law Krohn & Moss, Ltd. on October 28 approximate 11 AM Eastern standard time concerning 2014 Ford focus currently finance with Suncoast Credit Union Out standing balance 19,101 loan value 14,000 trade-in value 9000

Due to the financial burden and emotional stress created by the 2014 Ford Focus and the inability to use it for my wife to be a passenger. The fact that the car continually needed to be return to Port Richie Ford and the cost of the monthly payment plus insurance equaling \$400 a month and the car depreciation I can no longer maintain payments and by December 01 2015.

I will be forced to allow the Ford Focus to be repossessed which impacts on my credit score and my livelihood, because it is impossible to maintain the vehicle and have faith and trust in the vehicle.

Due to the restrictions the lawyers, the judges and Ford Motor Company places on me for the vehicle to be inspected and checked prior to my taking it into the shop and cost of operation and the failure of the Ford Focus to be safe to drive and the continuous return to Ford Motor for fixing the issues, I can no longer justify the investment made by me as a consumer who had faith in Ford Motor Company taking proper corrections after two clutch replacement in addition to over 12 times going in for recalibration.

I was forced to buy a second car which is financed by Ford Motor Company.

The need to have transportation and the Extreme burden and the financial burden along with the debt of the Ford focus .

The Ford focus is a liability and is requiring me to have it repossession

I requested additional financial reimbursement and emotional stress be placed on Ford Motor Company for the action that I'm going to be required to take on December 1 2015

Yours

truly

[REDACTED] retired Master Sergeant United States Army

October 28, 2015

From: [REDACTED]

Date: November 19, 2015 at 5:06:23 PM EST

To: Brent Wikgren <bwikgren@consumerlawcenter.com>

Subject: Re: [REDACTED] v. Ford

Had I known we could've returned leave Ford Focus initially deducting the mileage I would've taken that offer for now I assume it's past tense and it was never presented to me

As far as a counter offer counter at 5000 try to get as close to 4000 you can settle the case

On Nov 19, 2015, at 4:28 PM, Brent Wikgren <bwikgren@consumerlawcenter.com> wrote:

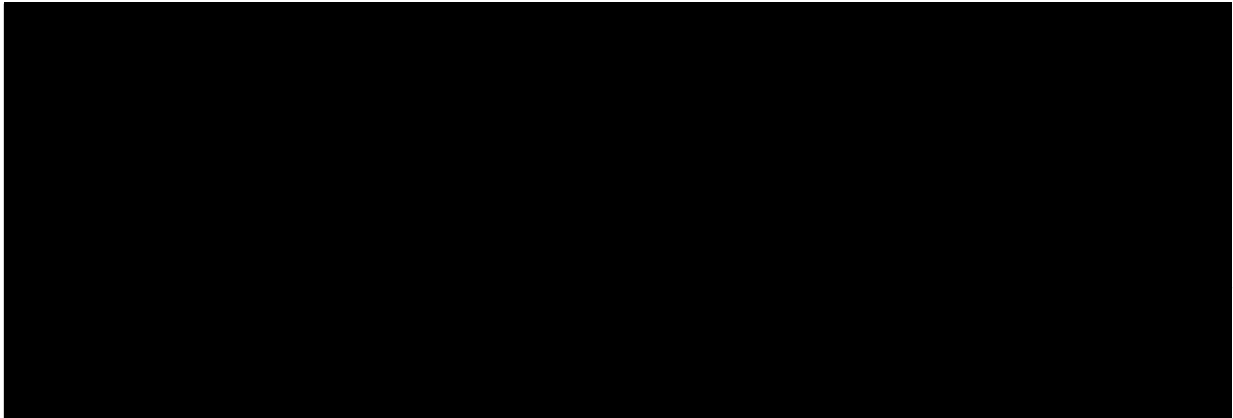
██████████

As a reminder, I am the managing attorney of the FL department at KM. You have made some key decisions in the path that we took to litigate your case that have us where we are today. When you first contacted us, I assessed your claims and advised you that you qualified for relief under Florida's Lemon Law. Per the Florida Lemon Law, I advised you that you would be entitled to all amounts you paid for your vehicle, less a statutorily calculated mileage offset based upon the miles you have driven your vehicle. I further advised you that if we pursued a Florida Lemon Law claim that per the plain language of the Florida Lemon Law that we could not recover our attorneys' fees representing you if we won your case during the mandatory arbitration proceedings for the Lemon Law. I explained that unlike the federal Magnuson-Moss Warranty Act, that the Florida Lemon Law requires that you go through a three panel arbitration hearing before filing suit, but that the arbitrators are not empowered to award your attorneys' fees. There are multiple decisions from the Florida District Court of Appeal reaffirming the same. Simply put, I advised you that if you wanted us to handle your case under the Florida Lemon Law that: 1) you would have to agree to a mileage offset to reduce what you paid for your vehicle and I explained what that would be; and 2) that you would have to agree to be responsible for our firm's attorneys' fees through arbitration if you were to win your arbitration case. Per our initial conversation, you were disinterested in having your recovery reduced by a mileage offset or in paying my firm's attorneys' fees. Accordingly, you agreed to waive your rights under the Florida Lemon Law and I memorialized the same in the first paragraph of the attached letter to you dated March 13, 2015 (see attached).

Rather than pursuing your claims under the Florida Lemon Law, you elected to pursue your claims under the federal Magnuson-Moss Warranty Act under a breach of written warranty theory of relief. Under the federal Act and through the application of state breach of warranty law, the primary measure of damages is the diminished value of your vehicle, i.e., how much you overpaid for it when you bought it. I advised you during our initial conversation about the merits of your case that we normally see recoveries in a case like yours in the \$2,000 to \$5,000 range and maybe up to \$6000. Unlike the Lemon Law, which has a statutory formula to determine your recovery, the federal Act does not. The damages under the federal Act are more subjective based upon the concept of diminished value.

We do not believe your case has the type of value you are seeking. We are pursuing a breach of written warranty claim only that is based upon how much you overpaid for your vehicle due to its defects. This number cannot come out of thin air or the testimony at trial would be stricken as lacking proper foundation. It must be based on something objective, such as a trade valuation guide. These guides typically show a vehicle's value diminished by approximately 10 to 30 percent of the original purchase price due to factory defects. It was for this reason that when we first spoke to you we explained that your estimated your damages to be in the range of between \$2000 to \$6,000 excluding my firm's fees and costs.

First, I have personally handled in excess of 1,000 cases like yours and there are no extraordinary facts in your case that would justify a higher recovery than what we typically see for a breach of warranty claim. Secondly, I have taken cases like yours to trial and have first-hand experience knowing what the manufacturer's attorney will argue if a jury awards more money than the evidence demonstrates. For instance, if the Kelley Blue Book shows that your vehicle was diminished in value by \$3,500 (speaking hypothetically), and a jury awards you \$8,000, the judge will likely set aside the jury's verdict as it would not bear a reasonable relationship to the evidence. In other words, you cannot get a recovery for more than the evidence supports. If you do, it will likely be taken away by the Court. The point of the law is to make you whole – not to provide you with a windfall. Here are some examples of cases we have one as well as at TV news segment our firm was involved in for the same problem and same vehicle you have:



Our job as attorneys is to be objective. We are not going to tell you what you want to hear just to pacify you. If we did so we wouldn't be doing our job. Our job is to advise you on your rights. While you may choose to ignore this advice, neither me nor anyone else here is going to make up things just to make you happy. We are going to be candid and honest with you. That is not being negative, but rather giving you our professional opinion. As you know, we told you that your expert report was bad. The reason it was bad is because your expert said you are only entitled to \$1200 if you win. See attached. Thus we did not disclose it. Ford has an expert and you don't. That is a problem.

Ford is currently offering you \$7,500 inclusive of your fees/costs which are over \$11,000. If you want to accept this offer we will agree that you receive \$1200 (100% of what the expert said you are entitled to). Our firm will reduce our fees/costs to \$6300 meaning you will owe us nothing even though contractually you would otherwise be responsible for the difference. Lastly, I want to remind you to look at page 2 of your contract. If you turn down a proposal of settlement and lose at trial, you will likely have to pay all of Fords attorneys' fees and costs which will easily be over \$30,000 and likely much higher.

Thus, in conclusion please note that I see 0% chance that you will win between \$6500 and \$11,000. I see about a 1% chance that you could win \$6000. I think you have about a 30% chance of winning your trial and if you win I think you will likely win somewhere between \$1000 and \$4000 if you win.

Remember it is VERY hard to win a trial without an expert. If you lose you get nothing and worse, you will likely have to pay Ford's fees and costs. Your own independent expert said that if you win the MOST you should get is \$1200.

Thus, my recommendation is as follows...either:

1. Accept the offer and you will receive \$1,200 and owe no money to my firm and owe no money to Ford.
2. Reject the offer and counter for \$4000 exclusive of fees (meaning you get \$4000 in your pocket). While this is more than I think they will pay, I'd rather make a strong counter so they don't think we are weak.

Please let me know what you want to do.

From: [REDACTED]
Date: November 19, 2015 at 5:09:03 PM EST
To: Brent Wikgren <bwikgren@consumerlawcenter.com>
Subject: Re: [REDACTED] v. Ford

The point not made at the time and the inspected the car but it went into times after that had two clutches replaced when in six times after that and had reprogramming the transmission and imitation the car drop them by you from 15,000 down to \$8000 sense that comment indication to the fact if you talk to both parties it inspected at their intent was never to make that assumption that you came to the conclusion and I discussed it with both

In addition the car is not drivable it's a safety hazard and it is part it will endanger my life and my families life I don't think that is being addressed

If you're calling witnesses from Port Richie Ford I think they will confirm and confirm and at his mothers expert witness you can get

From: Brent Wikgren <bwikgren@consumerlawcenter.com>

Date: November 20, 2015 at 10:11:17 AM EST

To: [REDACTED]

Cc: Jason Rozencweig <jrozcweig@consumerlawcenter.com>, Brent Wikgren <bwikgren@consumerlawcenter.com>

Subject: RE: [REDACTED] v. Ford

[REDACTED]

I have received all of your emails. What you are interested in pursuing is a FRAUD case. This is a breach of warranty case. They are very different types of cases. If you want to pursue a fraud case then you would need to hire a fraud attorney (or deceptive practices act attorney). My firm does not handle those types of cases in Florida due to the heightened standard of proof.

I spoke with Ford and they are not willing to offer more than \$8,500 including the fees. In one last effort to appease you we are willing to reduce our fees even further so that you will receive \$3,000. This means that you will receive 250% of your best day in court now, with no risk. I think your chances of getting more than \$3000 at trial is well below 1%. Turning down the offer in which you would get \$3000 is against my advice. If you choose not to follow my advice that is your right but at that point I think there would be irreconcilable differences between us. If you prefer not to settle I recommend you find and hire another attorney to represent you. My firm can then file our lien for our attorney fees incurred to date and file a substitution of counsel so that the new attorney can represent you from this point going forward and at trial.

[REDACTED]

Please watch the video link above. We are pre-eminent experts in this area. I think you would be making a very large mistake to go against my advice. My recommendation is that you accept the offer and receive \$3000. Please let me know what you want to do out of the following choices:

1. Accept the offer and receive \$3000.
2. Reject the offer and hire a new attorney.

Thanks,

Brent

Brent Wikgren

Attorney at Law

Krohn & Moss, Ltd.

10 N. Dearborn St.

3rd Floor

Chicago, IL 60602

(312) 578-9428 x203 (direct)

(866) 289-0898 (Illinois fax number)

(866) 431-5576 (Florida fax number)

Licensed in Florida and Illinois

Email: bwikgren@consumerlawcenter.com

Web: www.krohnandmoss.com

From: [REDACTED]

Sent: Thursday, November 19, 2015 4:06 PM

To: Brent Wikgren <bwikgren@consumerlawcenter.com>

Subject: Re: [REDACTED] v. Ford

Had I known we could've returned leave Ford Focus initially deducting the mileage I would've taken that offer for now I assume it's past tense and it was never presented to me

As far as a counter offer counter at 5000 try to get as close to 4000 you can settle the case

On Sep 10, 2015, at 9:45 AM, Joshua Worell <jworell@consumerlawcenter.com> wrote:

Please allow the following to act as our continuing status report in this matter. You will be pleased to know that at this time we have nearly completed the discovery phase of our investigation. Based on our review of the file it appears that we have received all of the documents and information from the manufacturer that we believe we are entitled to. We have also received your service file from Ford of Port Richey. However we still have not received the formal subpoena response from Palm Bay Ford. If the dealership continues to refuse to provide your client file we will ask the Court for a Show Cause Order, although it rarely takes that much to force a dealership to provide the documents we are entitled to.

At this time we are nearly prepare to ask the Court for a trial date.

At this time we have still not received a reasonable settlement offer from opposing counsel, although we continue to pressure them to do so. Once we have a trial date we anticipate our leverage on opposing counsel will increase.

Regarding the potential for the manufacturer to repurchase your vehicle, this scenario is very unlikely. We are proceeding per your instructions under the Federal Warranty Act, not the Florida Lemon Law. Under the Florida Lemon Law we are allowed to ask a jury to order a repurchase of your vehicle. However that would include some set-offs including mileage and others. As you discussed when you initially began this case with Brent Wikgren, if we won under the Florida Lemon Law, they would take your vehicle away, but you would be left owing money due to the mileage set off and others.

Under the Federal Warranty Act we are only allowed to ask a jury for a cash payment. A jury is not empowered under the Federal Warranty Act to award you a repurchase of your vehicle. So the only remedy we are allowed to pursue in this case is a cash payment. You would keep the vehicle (and the payment on the vehicle and the equity in the vehicle) and you could do whatever you want with it, sell it, trade it, donate it, etc.

To date this case is proceeding as normal, and I foresee no areas of concern.

Joshua S. Worell*
Attorney at Law
Krohn & Moss, LTD.
10 N. Dearborn, Third Floor
Chicago, Illinois 60602
tel 800.875.3666 x295 | fax 866.431-5576
jworell@consumerlawcenter.com | www.yourlemonlawrights.com

*Licensed to practice in Florida

DEPARTMENT OF LEGAL AFFAIRS

2016 MAR 18 AM 7:30

ATTORNEY GENERAL
TALLAHASSEE FLORIDA

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