

CLAIM



PEER VEHICLES

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
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2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
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December 8, 2021

Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

[REDACTED], Ford Motor Company

NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:
Vehicle:
VIN:
Date of purchase:
Our File No.:

[REDACTED]

To Whom It May Concern:

Please be advised that this office represents the above-named individual regarding claims pursuant to the federal Magnuson-Moss Warranty Act and the Uniform Commercial Code ("U.C.C.") with regard to the above-listed vehicle. Please direct all future contacts and correspondence to the office listed above.

There were numerous non-conformities with my client's automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. There were also numerous violations of both federal and state law in connection with the delivery and/or repair of the aforementioned vehicle. The primary non-conformities and violations include, but are not limited to:

1. **Engine;**
2. **Transmission;**
3. **Driveability;**
4. **In the shop since October 30th;**
5. **Excessive repair attempts;**
6. **Excessive days out of service.**

The non-conformities listed above constitute a substantial impairment of the use, value and safety of the subject vehicle. Because of the inordinate amount of repairs my client has justifiably lost confidence in the vehicle.

My client's repair history clearly shows there was a breach of the written warranty and/or implied warranties of merchantability and fitness for a particular purpose, *see* U.C.C. §§ 2-314 and 2-315, 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.

Therefore, you are hereby notified that my client is revoking acceptance of the vehicle, pursuant to the provisions of U.C.C. § 2-608. Our client has directed us to demand the return of all funds paid towards this vehicle, the cancellation of the contracts, and compensation for all damages and attorneys' fees.

Please be advised that under U.C.C. § 2-711(3) my client has a security interest in the car for return of the total purchase price, plus expenses in handling and inspecting the car. Until you pay this amount, my client will hold the car and use it to the extent necessary to preserve it, to protect its security interest, and to minimize your damages. Moreover, my client demands return of the purchase price before substitute goods can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and will subject you to liability for conversion and for wrongful repossession under U.C.C. §§ 9-503 and 9-507 as well as other applicable Consumer Fraud 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, we demand, pursuant to U.C.C. § 9-404, that you file a termination statement within ten days to terminate your security interest and forward a copy to this office. Since my client has revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten days and cooperate in removing the lien, you will be liable under U.C.C. § 9-404(1) in the amount of \$100.00 plus any loss caused my client by your failure.

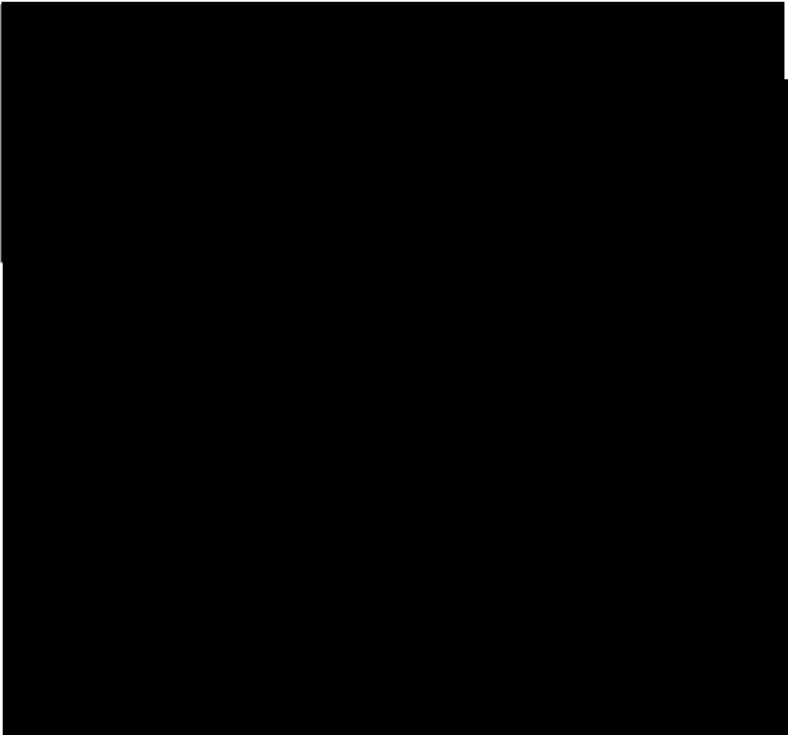
HAVING BEEN FORMALLY NOTIFIED OF OUR REPRESENTATION, YOU ARE INSTRUCTED NOT TO CONTACT OUR CLIENT UNDER ANY CIRCUMSTANCES. DIRECT ALL INQUIRIES TO THIS OFFICE. IF YOU FAIL TO ACT IN CONFORMITY WITH THIS DIRECTIVE, INJUNCTIVE RELIEF WILL BE SOUGHT AGAINST YOU. IN ADDITION, YOU ARE HEREBY NOTIFIED OF OUR ATTORNEYS' LIEN.

To avoid any further litigation, my client merely requests a refund for the defective product and will waive any incidental and consequential damages at this point. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more needless effort and expense spent on our part and on the part of your attorneys. Time, money and effort would be saved by both sides with a quick resolution of this claim.

This letter shall serve as notice to Ford Motor Company of its final opportunity to cure the above-referenced defects.

Sincerely,





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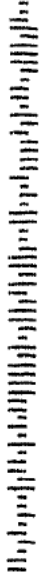
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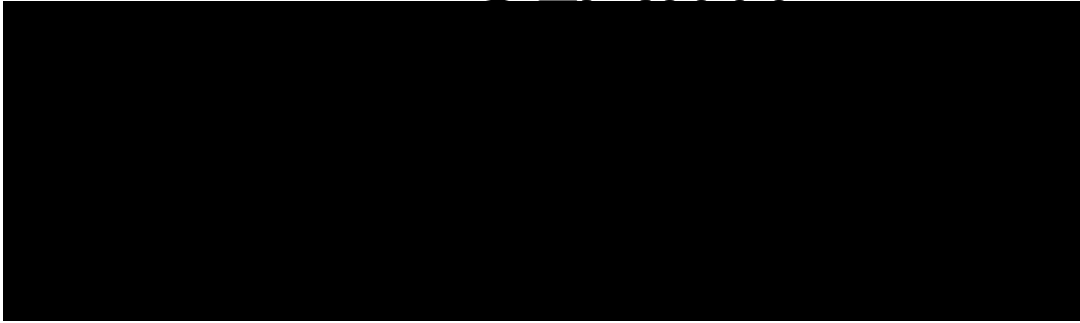
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Ford Motor Company
World Headquarters
Office of the General Counsel
One American Road
Dearborn, MI 48126

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CLAIM



PEER VEHICLES



KAHN & ASSOCIATES
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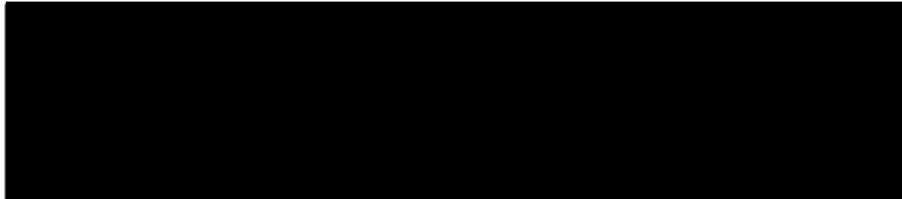
6200 Rockside Woods Blvd. · Suite 215 · Independence, Ohio 44131
Phone: (216) 621-6101 · Fax: (216) 621-6006
Email: info@kahnandassociates.com
www.KahnAndAssociates.com

June 15, 2022

VIA FIRST CLASS U.S. MAIL

Ford Motor Company
Customer Assistance Center
16800 Executive Plaza Drive
Dearborn, MI 48121

Re: Revocation of Acceptance



Dear Case Manager:

Please be advised that this office has been retained by [REDACTED] regarding the above-referenced vehicle which was obtained from [REDACTED]

Since that time, our client's vehicle has undergone repeated repair attempts for a number of defects and nonconformities. As a result, our 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:

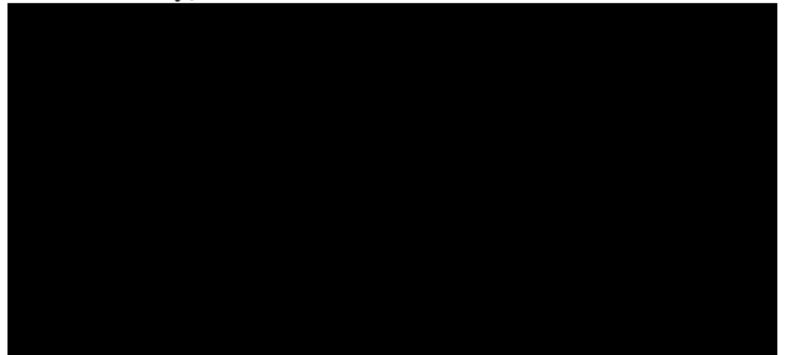
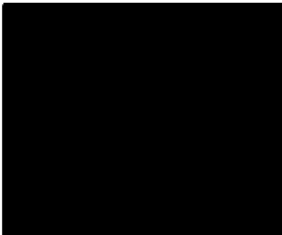
1. Engine;
2. Any and all additional complaints actually made, whether contained on company invoices or otherwise.

These nonconformities substantially impair the use, value and safety of the subject vehicle as defined under the North Carolina Lemon Law, the Magnuson-Moss Warranty Act and the North Carolina Uniform Commercial Code. Because the "purchase of a new car is a major investment [which is] rationalized by the peace of mind that flows from its dependability and safety...", these defects have understandably caused our client to lose all faith and confidence in the vehicle's integrity. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195 (N.J. Super. Ct. 1968).

Therefore, you (and the authorized dealer) are hereby notified that our client is revoking acceptance of the vehicle effective immediately. Our client has directed us 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 OUR CLIENT UNDER ANY CIRCUMSTANCES AND DIRECT ALL INQUIRIES TO THIS LAW OFFICE.¹**

If you wish to resolve this matter expeditiously or merely apprise us of your position, please contact this office within the next fourteen (14) days. If we do not hear anything from you, because Ford Motor Company does not have an approved Informal Dispute Resolution Mechanism in North Carolina we have been directed to begin preparing a formal complaint to be filed with the Court.

Sincerely,



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

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