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

[redacted]

[redacted]

Service of Process Transmittal Summary

TO: Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in California**

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:	Re: [redacted] // To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Complaint, Cover Sheet, Attachment(s), Stipulation
COURT/AGENCY:	San Diego County Superior Court - North County Division, CA Case # [redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2021 Ford Bronco, VIN: [redacted]
PROCESS SERVED ON:	C T Corporation System, GLENDALE, CA
DATE/METHOD OF SERVICE:	By Process Server on 01/18/2023 at 13:17
JURISDICTION SERVED:	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S)/SENDER(S):	Amy A. Lam Cline, APC 7855 Ivanhoe Avenue, Suite 408 La Jolla, CA 92037 858-373-9337
ACTION ITEMS:	CT has retained the current log, Retain Date: 01/19/2023, Expected Purge Date: 01/24/2023 Image SOP
REGISTERED AGENT CONTACT:	C T Corporation System 330 N BRAND BLVD STE 700 GLENDALE, CA 91203 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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: Wed, Jan 18, 2023
Server Name: Jimmy Lizama

Entity Served	FORD MOTOR COMPANY
Case Number	[redacted]
Jurisdiction	CA

Inserts		

[redacted]

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
01/11/2023 at 05:25:00 PM
Clerk of the Superior Court
By Erika Deavers,Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
FORD MOTOR COMPANY, TED JONES FORD, INC. dba KEN GRODY FORD, and DOES 2 through 10, inclusive,

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

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): NORTH COUNTY REGIONAL CENTER

325 South Melrose Drive, Vista, CA 92081

CASE NUMBER:
(Número del Caso): [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):
Amy A. Lam, State Bar No. 347419 CLINE, APC, 7855 Ivanhoe Avenue, Suite 408, La Jolla, CA, 92037

DATE: 01/13/2023 Clerk, by *(Secretario)* C. Deavers E. Deavers , Deputy *(Adjunto)*
(Fecha)

(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)).*

Superior Court of California
County of San Diego

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
   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):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courts.ca.gov

EA23-002 000005 LC

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
01/11/2023 at 05:25:00 PM
Clerk of the Superior Court
By Erika Deavers,Deputy Clerk

Brian K. Cline, State Bar no.: 246747
brian@clineapc.com
Amy A. Lam, State Bar no.: 347419
amylam@clineapc.com
CLINE, APC
7855 Ivanhoe Ave, Suite 408
La Jolla, CA 92037
858/373-9337 (t)

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO—NORTH COUNTY

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY, TED JONES FORD, INC. dba KEN GRODY FORD, and DOES 2 through 10, inclusive,

Defendants.

Case No.: [redacted]

PLAINTIFF'S FIRST AMENDED COMPLAINT FOR DAMAGES

Plaintiff alleges as follows:

1. Plaintiff [redacted] (Plaintiff) was at all material times, a competent adult.

2. Plaintiff is informed and believes and thereupon alleges that defendant FORD MOTOR COMPANY (Defendant) is a limited liability company organized and in existence under the laws of the State of Delaware and registered with the California Department of Corporations to conduct

business in California. At all times relevant herein, Defendant was engaged in the business of designing, manufacturing, constructing, assembling, marketing, distributing, and selling automobiles and other motor vehicles and motor vehicle components in San Diego County, California.

3. Plaintiff is informed and believes and thereupon alleges that defendant TED JONES FORD, INC. dba KEN GRODY FORD (Defendant) is a corporation organized and in existence under the laws of the State of California and registered with the California Department of Corporations to conduct business in California. At all times relevant herein, Defendant was engaged in the business of constructing, assembling, marketing, distributing, selling, and repairing automobiles and motor vehicle components in San Diego County.

4. Plaintiff is ignorant of the true names and capacities of the Defendants sued under the fictitious names DOES 1 to 10. They are sued pursuant to Code of Civil Procedure section 474, and 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 Plaintiff. When Plaintiff becomes aware of the true names and capacities of the Defendants sued as DOES 1 to 10, Plaintiff will amend this Complaint to state their true names and capacities.

FIRST CAUSE OF ACTION

VIOLATION OF SUBDIVISION (D) OF CIVIL CODE SECTION 1793.2

(as to DEFENDANT FORD MOTOR COMPANY, only)

5. Plaintiff purchased/leased (hereinafter referred to as "purchased") one 2021 Ford Bronco, vehicle identification number [redacted] (Vehicle), which was manufactured and or distributed by Defendant. The Vehicle was purchased primarily for personal, family, or household purposes. Plaintiff purchased the Vehicle from a person or entity engaged in the business of manufacturing, distributing, or selling consumer goods at retail.

6. Defendant gave Plaintiff an express written warranty in which Defendant undertook to preserve or maintain the utility or performance of the Vehicle or to provide compensation if there is a failure in utility or performance for a specified period of time. The warranty provided, in

relevant part, that in the event a defect developed with the Vehicle during the warranty period, Plaintiff could deliver the Vehicle for repair services to Defendant's representative and the Vehicle would be repaired.

7. During the warranty period, the Vehicle contained or developed nonconformity(s) to warranty, including but not limited to defect(s) which have manifested in: engine shut off while driving, engine start failure, and air conditioning system issues. Said defects substantially impair the use, value, or safety of the Vehicle.

8. Defendant and its representatives in this state have been unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of opportunities. Despite this fact, Defendant failed to promptly replace the Vehicle or make restitution to Plaintiff as required by Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2).

9. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2, subdivision (d) and Civil Code section 1793.1, subdivision (a)(2), and therefore bring this cause of action pursuant to Civil Code section 1794.

10. Plaintiff suffered damages in a sum to be proven at trial but not less than $25,000.00.

12. Defendant's failure to comply with its obligations under Civil Code section 1793.2, subdivision (d) was willful, in that Defendant and its representative were aware that they were unable to service or repair the Vehicle to conform to the applicable express warranties after a reasonable number of repair attempts, yet Defendant failed and refused to promptly replace the Vehicle or make restitution. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c).

13. Defendant does not maintain a qualified third-party dispute resolution process which substantially complies with Civil Code section 1793.22. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (e).

14. Plaintiff seeks civil penalties pursuant to section 1794, subdivisions (c), and (e) in the alternative and does not seek to cumulate civil penalties, as provided in Civil Code section 1794, subdivision (f).

SECOND CAUSE OF ACTION

VIOLATION OF SUBDIVISION (B) OF CIVIL CODE SECTION 1793.2

(as to DEFENDANT FORD MOTOR COMPANY, only)

15. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

16. Although Plaintiff presented the Vehicle to Defendant's representative in this state, Defendant and its representative failed to commence the service or repairs within a reasonable time and failed to service or repair the Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code section 1793.2, subdivision (b). Plaintiff did not extend the time for completion of repairs beyond the 30-day requirement.

17. Plaintiff has been damaged by Defendant's failure to comply with its obligations pursuant to Civil Code section 1793.2(b), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

18. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the Vehicle and have exercised a right to cancel the sale. By serving this Complaint, Plaintiff does so again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section 1794(b)(1), including the entire purchase price. In the alternative, Plaintiff seeks the remedies set forth in California Civil Code section 1794(b)(2), including the diminution in value of the Vehicle resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is de minimis.

19. Defendant's failure to comply with its obligations under Civil Code section 1793.2(b) was willful, in that Defendant and its representative were aware that they were obligated to service or repair the Vehicle to conform to the applicable express warranties within 30 days, yet they failed to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code section 1794(c).

THIRD CAUSE OF ACTION

BREACH OF THE EXPRESS WARRANTY

(CA CIV. CODE §1794)

(as to DEFENDANT FORD MOTOR COMPANY, only)

20. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

21. In accordance with Defendant's warranty, Plaintiff delivered the Vehicle to Defendant's representative in this state to perform warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff delivered the Vehicle, Plaintiff notified Defendant and its representative of the characteristics of the defects. However, the representative failed to repair the Vehicle, breaching the terms of the written warranty on each occasion.

22. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the express warranty, and therefore brings this claim pursuant to 15 U.S.C. § 2310(d) and Civil Code § 1794.

23. Defendant's failure to comply with its obligations under the express warranty was willful, in that Defendant and its representative were aware of their obligation to repair the Vehicle under the express warranty, but they intentionally declined to fulfill that obligation. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant to Civil Code § 1794(c) and 15 U.S.C. § 2310(d).

FOURTH CAUSE OF ACTION

BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY

(CA CIV. CODE §§1791.1, 1794)

(as to DEFENDANT FORD MOTOR COMPANY, only)

24. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

25. Pursuant to Civil Code section 1791.1, the duration of the implied warranty is coextensive in duration with the duration of the express written warranty provided by Defendant, except that the duration is not to exceed one-year.

26. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of fact made on the container or label.

27. Within the time frame set forth in Civil Code section 1791.1, the Vehicle contained or developed the defects set forth above. The existence of each of these defects constitutes a breach of the implied warranty because the Vehicle (1) does not pass without objection in the trade under the contract description, (2) is not fit for the ordinary purposes for which such goods are used, (3) is not adequately contained, packaged, and labelled, and (4) does not conform to the promises or affirmations of fact made on the container or label.

28. Plaintiff has been damaged by Defendant's failure to comply with its obligations under the implied warranty, and therefore brings this Cause of Action pursuant to Civil Code section 1794.

FIFTH CAUSE OF ACTION

VIOLATION OF THE MAGNUSSON-MOSS WARRANTY ACT

(as to DEFENDANT FORD MOTOR COMPANY, only)

29. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (referred to as "Mag-Moss"), 15 U.S.C. § 2301(3).

30. Defendant is a "supplier" and "warrantor" as defined in the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5). 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 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. Defendant violated the Mag-Moss Act when it breached the express warranty and implied warranties by failing to repair the defects and nonconformities, or to replace the vehicle. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff's part under the terms of the purchase 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 Defendant and/or by operation of law.

33. As a direct and proximate result of the acts and omissions of the Defendant, 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. Under the Act, Plaintiff is entitled to reimbursement of the entire amount paid or payable.

34. Plaintiff is entitled to all incidental, consequential, and general damages resulting from Defendant's failure to comply with its obligations under the Mag-Moss Act.

35. 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 attorneys' fees, reasonably incurred in connection with the commencement and prosecution of this action pursuant to 15 U.S.C. § 2310(d)(2).

36. Defendant does not maintain an informal dispute resolution mechanism which complies with the requirements of 15 U.S.C. § 2310(a) and the rules and regulations adopted pursuant thereto by the Federal Trade Commission.

SIXTH CAUSE OF ACTION

FOR VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200

(as to DEFENDANT FORD MOTOR COMPANY, only)

37. Plaintiff incorporates by reference the allegations contained in the paragraphs set forth above.

38. Defendant is alleged to have committed several statutory violations, as alleged in the preceding causes of actions which provide a predicate for violations of B & P § 17200. Et seq.

39. Defendant is required to comply with the Song-Beverly Act and the common-law duties as well. As alleged herein, Defendant violated these statutes and duties. These violations of law serve as a basis for a *per se* unlawful business practice under B & P § 17200. As a result of the aforementioned actions the Plaintiff was harmed. Injunctive relief and restitution, including disgorgement of improper fees penalties and interest, is appropriate.

SEVENTH CAUSE OF ACTION

NEGLIGENT REPAIR

(as to DEFENDANT TED JONES FORD, INC. dba KEN GRODY FORD, only)

40. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this Complaint.

41. Defendant was negligent in its repair of Plaintiff's Vehicle.

42. Plaintiff was harmed because of Defendant's negligent repair of the Vehicle on the repair attempt on or about October 5, 2022. The repair attempt damaged the Vehicle to the extent it became beyond repair. Plaintiff purchased a Vehicle containing a defect. Defendant, through its relationship with the issuer of the warranty had a duty to repair said defect and perform repairs in a competent and workman like matter up to industry standards. In so doing, Defendant breached its duty of care. Defendant used sub-industry standard repair procedures causing harm and damaging Plaintiff's Vehicle. Therefore, the Vehicle currently has de minimis value, i.e., worthless.

43. Defendant had/has a duty to promptly repair. Defendant violated this duty in its refusal to repair and/or failure to repair and/or damage to the Vehicle.

44. Defendant's negligence and/or violation was a substantial factor in bringing about harm and/or damages to Plaintiff.

45. Plaintiff's damages include the amount paid or payable with respect to the Vehicle, including down payment, finance payments, loan payoff, DMV registration, and other out of pocket expenses related to the Vehicle's defective condition.

WHERERFORE, PLAINTIFF PRAYS for judgment against Defendant as follows:

A. For Plaintiff's actual damages in an amount according to proof;

B. For restitution;

C. For a civil penalty in the amount of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c) or (e);

D. For any consequential and incidental damages;

E. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to Civil Code section 1794, subdivision (d) and 15 U.S.C. §2310(d)(2);

F. For prejudgment interest at the legal rate;

G. For such other relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all causes of action asserted herein.

DATED: January 11, 2023

CLINE, APC

By: Amy Lam
Amy A. Lam
Attorneys for Plaintiff
[redacted]

/

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
'Amy A.' Lam, State Bar No. 347419 CLINE, APC, 7855 Ivanhoe Avenue, Suite 408, La Jolla, CA, 92037 TELEPHONE NO.: 858.373.9337 FAX NO. (Optional): E-MAIL ADDRESS: amylam@clineapc.com ATTORNEY FOR (Name): Plaintif[redacted]	**ELECTRONICALLY FILED** Superior Court of California, County of San Diego **01/04/2023** at 10:47:28 PM Clerk of the Superior Court By Erika Deavers,Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 325 South Melrose Drive MAILING ADDRESS: same CITY AND ZIP CODE: Vista, CA 92081 BRANCH NAME: NORTH COUNTY REGIONAL CENTER	
CASE NAME: ANDREW BATSON V. FCA US, LLC ET AL.	

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
[X] **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)	[redacted] JUDGE: DEPT.: Judge Robert P Dahlquist

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)
- [x] 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 [x] 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. [x] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [x] punitive
4. Number of causes of action *(specify)*:
5. This case [ ] is [x] 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: January 4, 2023

Amy A. Lam, Attorney for Plaintiff
(TYPE OR PRINT NAME)

Amy Lam
(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.

FA23002000015 LC

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

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	FOR COURT USE ONLY
STREET ADDRESS: 325 S. Melrose MAILING ADDRESS: 325 S. Melrose CITY, STATE, & ZIP CODE: Vista, CA 92081-6695 BRANCH NAME: North County	
PLAINTIFF(S): Andrew Batson	
DEFENDANT(S): FCA US, LLC et.al.	
SHORT TITLE: BATSON VS. FCA US LLC [IMAGED]	
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)	CASE NUMBER: [redacted]

Judge: Robert P Dahlquist Department: N-29

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- ☐ Mediation (court-connected)
- ☐ Mediation (private)
- ☐ Voluntary settlement conference (private)
- ☐ Neutral evaluation (private)
- ☐ Non-binding private arbitration
- ☐ Binding private arbitration
- ☐ Non-binding judicial arbitration (discovery until 15 days before trial)
- ☐ Non-binding judicial arbitration (discovery until 30 days before trial)
- ☐ Other (*specify e.g., private mini-trial, private judge, etc.*): _____

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: *(Name)* _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____ Date: _____

Name of Plaintiff Name of Defendant

Signature Signature

Name of Plaintiff's Attorney Name of Defendant's Attorney

Signature Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 01/05/2023

JUDGE OF THE SUPERIOR COURT

LEMBERG LAW

Sergei Lemberg, Esq.
Managing Partner
✆ +1.203.653.2250 x5500
☎ +1.203.653.3424
✉ slemberg@lemberglaw.com

February 2, 2022

FORD MOTOR COMPANY
FEB 23 REC'D
OFFICE OF THE GENERAL COUNSEL

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

Make and Model:	2021 Ford Explorer ST
VIN #	[redacted]
Record Owner	
State of Purchase or Lease	Georgia

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle leased in Georgia State. **Please consider this your twenty eight (28) day notice period for making such further repairs, and also your ten (10) day notice prior to filing suit in the event future problems occur and are not resolved to our client's satisfaction.** We will seek relief on our client's behalf under Georgia Lemon Law, the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Georgia consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the lemon law period, this vehicle has been subject to repair for over 30 days due to the car stopping and not restarting and same defect continues to persist.

The defects in the vehicle meet the requirements of Georgia Lemon Law, in that they substantially impair its use, value, and safety to our client, and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired.

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

/s/ Sergei Lemberg

Sergei Lemberg

CERTIFIED MAIL®

LEMBERG LAW
ATTORNEYS AT LAW
43 Danbury Road
Wilton, CT 06897

WESTCHESTER NY 105
2 FEB 2022 PM 3 L

$4.150
US POSTAGE
FIRST-CLASS
062S0007252689
FROM 06905

$4.150
US POSTAGE
FIRST-CLASS
062S0007252689
FROM 06905

7021 1970 0000 9686 7678

FEB 14 2022

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

48121-624848

EA23-002 000020 LC

CUSTOMER #: [redacted]

302669

INVOICE

PAGE 1

WADE Ford
3860 SOUTH COBB DRIVE
SMYRNA, GA 30080
(770) 436-1200
www.wadeford.com

[redacted]
SMYRNA, GA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: CELL:

SERVICE ADVISOR: 16342 KELSEY BLAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GRAY	21	FORD Explorer	[redacted]		4870/4870	T7051

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26AUG21 DD			17:00 01MAR22		170.00	CASH	11MAR22

R.O. OPENED	READY	OPTIONS:
13:10 31DEC21	14:48 11MAR22	DLR:00478 ENG:3.0_Liter_GTDI

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES VEHICLE SHUT OFF WHILE DRIVING AND IS UNABLE TO RESTART. ADVISE.			
CAUSE: p0305 SMOKE FROM EXHAUST, LOUD KNOCKING NOISES			
12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N			(N/C)
14962 W			(N/C)
1 L1MZ*6006*A A SERVICE ENGINE ASY			(N/C)
CORE CHARGE W			
4 *W714660*S439 BOLT - HEX.HEAD			(N/C)
2 BB5Z*4B422*A B CIRCLIP - INNER			(N/C)
1 L1MZ*00815*A "O" RING			(N/C)
1 L1MZ*3B478*A B CLAMP - BOOT			(N/C)
1 L1MZ*4421*A B BOOT			(N/C)
3 L1MZ*4382*C B BOLT			(N/C)
1 L1MZ*9F598*A B SEALING RING			(N/C)
1 L1MZ*9F598*A B SEALING RING			(N/C)
3 *W718263*S442 B BOLT			(N/C)
2 LB5Z*3B477*A B RETAINER - NUT			(N/C)
4 *W715295*S439 B BOLT			(N/C)
4 *W520517*S440 NUT - HEX.			(N/C)
2 *W715131*S442 B BOLT			(N/C)
6 *W719511*S439 BOLT			(N/C)
4 *W721083*S439 B BOLT AND WASHER ASY - HEX.HEAD			(N/C)
6 *W715618*S437 B NUT			(N/C)
2 *W716979*S439 B BOLT			(N/C)
4 *W719413*S439 B BOLT AND WASHER ASY - HEX.HEAD			(N/C)
2 *W717521*S440 NUT - HEX.			(N/C)
4 *W719326*S439 BOLT AND WASHER ASY - HEX.HEAD			(N/C)
2 L1MZ*4382*B B BOLT			(N/C)
2 L1MZ*4382*A B BOLT			(N/C)
2 *W716300*S450B NUT			(N/C)

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By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the 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 15% of the total cost of labor and parts, not to exceed $20.00, 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

DealerCAR 2014 CDK Global, LLC (01/17) SERVICE INVOICE TYPE 2 - 2012C - "AS-IS" - GENERIC - 9088010

CUSTOMER COPY

EA23-002 000021 LC

CUSTOMER #: [redacted]

302669

INVOICE

PAGE 2

WADE Ford
3860 SOUTH COBB DRIVE
SMYRNA, GA 30080
(770) 436-1200
www.wadeford.com

[redacted]
SMYRNA, GA [redacted]
HOME: [redacted] CONT: [redacted]
BUS: CELL:

SERVICE ADVISOR: 16342 KELSEY BLAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GRAY	21	FORD Explorer	[redacted]		4870/4870	T7051

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26AUG21 DD			17:00 01MAR22		170.00	CASH	11MAR22

R.O. OPENED	READY	OPTIONS: DLR:00478 ENG:3.0_Liter_GTDI
13:10 31DEC21	14:48 11MAR22	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	2 *W719506*S440 NUT						(N/C)
	2 L1MZ*6L612*B B GASKET						(N/C)
	4 *W719699*S442 NUT - FLANGED						(N/C)
	8 7T4Z*6379*AA B BOLT - HEX.HEAD						(N/C)
	2 L1MZ*9448*A B GASKET						(N/C)
	2 *W716383*S437 B STUD						(N/C)
	4 *W716117*S437 B BOLT						(N/C)
	2 *W714870*S430 B NUT						(N/C)
	2 FT4Z*6N652*F B GASKET						(N/C)
	2 FT4Z*6N652*G B GASKET						(N/C)
	2 JT4Z*6C683*A B FILTER ASY						(N/C)
	2 JT4Z*6N652*A GASKET						(N/C)
	2 FT4Z*6N652*F B GASKET						(N/C)
	1 XL*5*A A GREASE - CHASSIS LUBRICATION						(N/C)
	1 XT*12*QULV A OIL - AUTOMATIC TRANSMISSION						(N/C)
	2 VC*13*G A ANTI-FREEZE						(N/C)
	1 *W715479*S439 BOLT						(N/C)
	-1 L1MZ*6006*A A CORE RETURN						(N/C)
	1 L1MZ*6758*D TUBE ASY						(N/C)
	6007AXQ ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L EXTRA TIME FOR A POST-REPAIR ROAD TEST.						
	14962	W					(N/C)
	6007A34 SERVICE ENGINE ASSEMBLY - FR (FORD REMANUFACTURED ENGINE)/OEM LONG BLOCK - REPLACE (6006/6007) - L						
	14962	W					(N/C)
	6007E ENGINE EXCHANGE - DIAGNOSIS (6006/6007/6009/6012) - M						
	14962	W					(N/C)
	6007E1 INSPECT AND DETERMINE ENGINE CONDITION - CHECK (6006/6007/6009/6012/6675) - L						
	14962	W					(N/C)

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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

DealerCAP 2014 CDK Global, LLC (01/12) SERVICE INVOICE TYPE 2 - 2512C "AS-IS" GENERIC 3686030

CUSTOMER COPY

EA23-002 000022 LC

CUSTOMER #: [redacted]

302669

INVOICE

3860 SOUTH COBB DRIVE
SMYRNA, GA 30080
(770) 436-1200
www.wadeford.com

[redacted]

SMYRNA, GA [redacted]

PAGE 3

HOME: [redacted] CONT: [redacted]

BUS: CELL:

SERVICE ADVISOR: 16342 KELSEY BLAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GRAY	21	FORD Explorer	[redacted]		4870/4870	T7051

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26AUG21 DD			17:00 01MAR22		170.00	CASH	11MAR22

R.O. OPENED	READY	OPTIONS:
13:10 31DEC21	14:48 11MAR22	DLR:00478 ENG:3.0_Liter_GTDI

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL

MT60007A R&R ENGINE
14962 W (N/C)
FC: S105 PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
14962

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

FOUND CHECK ENGINE LIGHT ON, ENGINE KNOCKING, SKIPPING AND OIL COMING FROM EXHAUST. P0305. BORE SCOPED CYLINDER #5 AND FOUND BROKEN VALVE. PISTON DAMAGED. CYLINDER WALL DAMAGED AND HEAD DAMAGED. REMOVED OIL FILTER AND FOUND METAL IN ELEMENT. FILLED OUT COST CAP AND FALLS UNDER SPECIAL PROGRAM. RE-CLAIMED A/C R1234YF. REMOVED TRANSMISSION. REMOVED POWERTRAIN. REMOVED ENGINE FROM SUBFRAME. REPLACED ENGINE WITH NEW FORD LONG BLOCK. INSTALLED ENGINE TO SUBFRAME. INSTALLED POWERTRAIN TO CAR. INSTALLED TRANSMISSION. REPLACED ALL OTUP'S AND USED LOCTITE WHERE NEEDED PER WORKSHOP MANUAL. VACUUM FILLED ENGINE COOLANT. RE-CHARGED A/C. INSTALLED OIL. RELEARNED MMNCP. RESET KAM. CLEARED ALL DTC'S SET FROM REPAIR AND TEST DROVE: OK

****

B** 21S44 2020-2021 AVIATOR, EXPLORER, CORSAIR-REAR/360 CAMERA IPMB BLUE SCREEN
CAUSE: F

S110 RECALLS - - -
13543 W (N/C)
FC: S110 PART#: COUNT:
CLAIM TYPE:
AUTH CODE:
13543

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

reprogram ipm-b per recall 21s44 to get rid of blue screen

****

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DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

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

DealerCAP 2014 CDK Global, LLC (01/17) SERVICE INVOICE TYPE 2 - 2SI2C - "AS-IS" - GENERIC - 9698010

CUSTOMER COPY

CUSTOMER #: [redacted]

302669

INVOICE

3860 SOUTH COBB DRIVE
SMYRNA, GA 30080
(770) 436-1200
www.wadeford.com

[redacted]

SMYRNA GA [redacted]

HOME [redacted] CONT: [redacted]

BUS: CELL:

SERVICE ADVISOR: 16342 KELSEY BLAIR

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
GRAY	21	FORD Explorer	[redacted]		4870/4870	T7051

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
26AUG21 DD			17:00 01MAR22		170.00	CASH	11MAR22

R.O. OPENED	READY	OPTIONS: DLR:00478 ENG:3.0_Liter_GTDI
13:10 31DEC21	14:48 11MAR22	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

CUSTOMER IS AWARE THAT WE ARE STILL CURRENTLY W AITING FOR ENGINE TO COME IN. LAST TALKED TO CU STOMER 2/8/22. TEXT CUSTOMER 2/21/22 STILL WAITING FOR ENGINE.

WARRANTY DISCLAIMER: ALL PARTS AND ACCESSORIES ARE SOLD AND ALL REPAIRS ARE PROVIDED BY THE DEALERSHIP AS-IS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR. THE ONLY WARRANTIES ON PARTS AND ACCESSORIES OR REPAIRS ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER OR THE ORIGINAL PARTS DISTRIBUTOR AND ONLY SUCH MANUFACTURER OR DISTRIBUTOR SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFIT OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.
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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

DealerCAP 2014 CDK Global, LLC 101/17I SERVICE INVOICE TYPE 2 - 2S12C - "AS-IS" - GENERIC - 9698010

CUSTOMER COPY

[redacted]

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@FILELEMONLAW.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-570-5413

FORD MOTOR COMPANY
JAN 27 REC'D
OFFICE
COUNSEL

January 13, 2022

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

RE: Lesedric Curtis v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION

Our Client:	[redacted]
Vehicle:	2021 Lincoln Aviator
VIN:	[redacted]
Date of purchase:	9/29/21
Our File No.:	LL22-10130

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. **Driveability;**
3. **Excessive repair attempts;**
4. **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,

ALEX SIMANOVSKY & ASSOCIATES, LLC

/s/ Alex Simanovsky

Alex Simanovsky
Attorney at Law

AS/ld

CC: Lesedric Curtis

9650
9650 ETR - REDCAP - DLRDMV
4125 WELCOME ALL RD
ATLANTA, GA 30349

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

REGISTRANT'S NAME [redacted]	SERVICE AGENT ID		EXPIRATION DATE 2/1/2022	FEES
	BRANCH [redacted]		PURCHASE DATE 9/29/2021	TITLE AD VALOREM TAX 2842.32
CLASSIFICATION Standard Alternate	TAG FEE 20		APPLICATION DATE 10/5/2021	ANNUAL REGISTRATION FEE 20
TAG NUMBER [redacted]	MAKE LINC	YEAR 2021	SERVICE DATE 10/7/2021	TITLE FEE 18
MODEL AVIATOR	COUNTY 089	STYLE MP / FUEL G	COLOR UNK	MAIL PLATE CONVENIENCE FEE 5
VIN [redacted]	DISTRICT 02	GVW 0	CUSTOMER 1 NUMBER [redacted]	TOTAL FEES PAID 2885.32
COUNTY DESCRIPTION ROCKDALE	[redacted]		CUSTOMER 2 NUMBER	PAYMENT TYPE
INSURANCE STATUS ACTIVE	FARM VEH N	EQUIP. NO	LEASE DESCRIPTION	

INSTRUCTIONS:
1) Remove decal by bending paper along dotted line.
2) Lift edge of decal and slowly peel.
3) See back side for instructions.

[redacted]

[redacted]

CONYERS, GA [redacted]

LIEN 1 OF 1
BANK OF AMERICA
PO BOX 2759
JACKSONVILLE, FL 32203-2759

[redacted]

SIGNATURE: _____

THIS IS NOT A BILL THIS IS YOUR RECEIPT *** RETAIN FOR TAX PURPOSES ***

[redacted]

T480523025-DP480523026 - THIS IS A [redacted] NE LLC.

RETAIL INSTALLMENT SALE CONTRACT – SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
[redacted]	N/A	Berwyn Partners Inc 5675 Peachtree Ind. Blvd Atlanta, GA 30341

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 in this contract. You agree to pay the Seller - Creditor (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	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
New	2021	Lincoln Aviator	[redacted]	Personal, family, or household unless otherwise indicated below ☐ business ☐ agricultural ☐ N/A

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 $ 29,282.52 is
3.29 %	$ 5,225.74	$ 49,859.30	$ 55,085.04	$ 84,367.56

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
72	$ 765.07	Monthly beginning 11/13/2021
N/A	$ N/A	N/A
N/A		

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of $ 50.00 or 5 % of the part of the payment that is late, whichever is less.

Prepayment. If you pay 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.

Returned Check Charge: You agree to pay a charge equal to the greater of $30 or 5% of the check amount if any check you give us is dishonored and we make written demand that you do so.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If the goods or services are obtained primarily for business or agricultural use, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract, unless the law allows it.

☐ VENDOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theft, concealment, skip). VSI insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. **You may choose the insurance company through which the VSI insurance is obtained.** If you elect to purchase VSI insurance through the Creditor, **the cost of this insurance is $** N/A and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract.

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate.

Buyer Signs X A Transmitted - 9/29/21 8:19:23pm Co-Buyer Signs X A N/A

TRUE AND ACCURATE REVIEW COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE REVIEW COPY - UCC NON-AUTHORITATIVE COPY

T480523025-DP480523026 - THIS IS A CUSTOMER REVIEW COPY OF THE UNSIGNED ELECTRONIC FORM HELD BY ROUTEONE LLC.

TRUE AND ACCURATE REVIEW COPY - UCC NON-AUTHORITATIVE COPY

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including taxes of $ 2,842.32) $ 78,297.32 (1)

2 Total Downpayment =

Trade-in 2017 (Year) Mercedes-Benz (Make) GLC (Model)

Gross Trade-In Allowance		$ 33,188.00
Less Pay Off Made By Seller to	NAVY FEDERAL	$ 12,405.48
Equals Net Trade In		$ 20,782.52
+ Cash		$ 8,500.00
+ Other	N/A	$ N/A
+ Other	N/A	$ N/A
+ Other	N/A	$ N/A
(If total downpayment is negative, enter "0" and see 4I below)		$ 29,282.52 (2)
3 Unpaid Balance of Cash Price (1 minus 2)		$ 49,014.80 (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	$ N/A	
	Disability	$ N/A	$ N/A
B	Vendor's Single Interest Insurance Paid to Insurance Company		$ N/A
C	Other Optional Insurance Paid to Insurance Company or Companies		$ N/A
D	Optional Gap Contract		$ N/A
E	Official Fees Paid to Government Agencies		
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
F	Government Taxes Not Included in Cash Price		$ N/A
G	Government License and/or Registration Fees		
	License Fee : $ 28.00		
	Registration Fee : $ 99.50		$ 127.50
H	Government Certificate of Title Fees		$ 18.00
I	Other Charges (Seller must identify who is paid and describe purpose.)		
	to NAVY FEDERAL	for Prior Credit or Lease Balance	$ N/A
	to Dealer	for Documentation Fee	$ 699.00
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	to N/A	for N/A	$ N/A
	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		$ 844.50 (4)

5 Amount Financed (3 + 4) $ 49,859.30 (5)

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 N/A

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 B N/A

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is authorized to sell such insurance in Georgia. You may also provide the physical damage insurance through an existing policy owned or controlled by you that is acceptable to us. You are not required to buy any other insurance to obtain credit unless the box indicating Vendor's Single Interest Insurance is required is checked on page 1 of this contract.

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 ☐ Co-Buyer ☐ Both

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 is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A

Home Office Address N/A

☐ N/A (Type of Insurance) N/A (Term)

Premium $ 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 C N/A (Buyer Signature) N/A (Date)

x C N/A (Co-Buyer Signature) N/A (Date)

THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS.

TRUE AND ACCURATE REVIEW COPY - UCC NON-AUTHORITATIVE COPY

DEAL #: 77501 CUST #: [redacted]

HENNESSY FORD LINCOLN (770) 621-0200

1 STOCK NUMBER	DATE	SALESPERSON	INVOICE NO.
[redacted]	09/29/2021	ANDRES CASTANO	

2 CUSTOMER INFORMATION FOR TITLE PURPOSES [redacted]

NAME (FIRST, LAST)

HOME PHONE ([redacted]

STREET ADDRESS [redacted]

EMAIL

OFFICE PHONE ( ) -

CITY: CONYERS

STATE: GA [redacted]

COUNTY: ROCKDALE

3

YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER
2021	LINCOLN TRUCK	AVIATOR NEW	[redacted]

ENGINE TYPE & MFG.	UPPER COLOR / LOWER COLOR	IGN. KEY	TRUNK KEY	TAG NUMBER	DECAL NUMBER	STATE	MILEAGE @ DEL.
	OCEAN DRIVE BLU	[redacted]	[redacted]			GA	72

4

YEAR	TRADE NAME	MODEL	MILEAGE	VEHICLE IDENTIFICATION NUMBER
17	MERCEDES LIGHT	GLC	83107	[redacted]
YEAR	TRADE NAME	MODEL	MILEAGE	VEHICLE IDENTIFICATION NUMBER

5

PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER
12405.48	10/09/2021	[redacted]

PAYOFF OWED TO (BANK OR CREDIT UNION)
NAVY FEDERAL CREDIT UNION

STREET ADDRESS
820 FOLLIN LN

CITY	STATE	ZIP	QUOTED BY
VIENNA	VA	22180	

NOTATIONS
EXCEPTIONS
REVISIONS

6 LIEN HOLDER INFORMATION
BANK OF AMERICA

STREET ADDRESS
PO BOX 2759

CITY	STATE	ZIP
JACKSONVILLE	FL	32203-2759

7 INSURANCE COMPANY
USAA

INSURANCE INFORMATION POLICY NUMBER

8 CASH PURCHASE PRICE 75554.50

A	BASE OR LIST PRICE	73610.
B	APEX 5 YEAR	950.
C		
D	PAINT & FAB	895.
E	NITRO FILL	0.
F	TOTAL PRICE INCLUDING DEALER OPTIONS	75455.
G	DEALER SERVICES FEE	699.
H	ELECTRONIC FILING FEE	99.
I	TOTAL PRICE	76253.
J	GROSS TRADE-IN ALLOWANCE	33188.
K	TAXABLE AMOUNT	43065.
L	TAVT / SALES TAX (6.60)%	2842.
M	GA WARRANTY RIGHTS FEE	3.
N	TITLE FEE	18.
	TAG FEE	25.
O	PRICE INCLUDING TAX AND FEES	45953.
P	BALANCE OWED ON TRADE	12405.
Q	TOTAL PURCHASE PRICE W/ TRADE	58359.
R	CASH DOWN	8500.
S	REBATE	N
T	UNPAID BALANCE	49859.
U		
V		
W		
X	NET DUE UPON DEL. ☐ CASH / CHECK ☐ CONTRACT	49859.

DISCLOSURE STATEMENT: ***(APPLICABLE ONLY WITH RESPECT TO USED VEHICLE SALES)*** The information on the window form (Buyer's Guide) for the Vehicle is part of this Bill of Sale. Information on the window form overrides any contrary provisions in this Bill of Sale.

DISCLAIMER OF WARRANTIES: Any warranties applicable to the Vehicle are those made by the Manufacturer. Dealer hereby expressly disclaims all warranties applicable to the Vehicle, either express or implied, including any warranties of merchantability or fitness for a particular purpose. Moreover, Dealer neither assumes nor authorizes any other person to assume for Dealer any liability in connection with the sale of the Vehicle. Purchaser shall not be entitled to recover from Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, loss of income or any other incidental damages.

At the time of Purchaser's delivery to Dealer of the Trade-In Vehicle, Purchaser shall deliver to Dealer evidence of Purchaser's title to the Trade-In Vehicle, which evidence must be satisfactory to Dealer in Dealer's sole and absolute discretion. Purchaser promises, warrants and covenants that (i) Purchaser, prior to execution of this Bill of Sale, owns and has absolute title to the Trade-In Vehicle, (ii) the Trade-In Vehicle is free from any and all liens, encumbrances and title defects, except as otherwise disclosed in this Bill of Sale, (iii) title to the Trade-In Vehicle is not (a) a "salvage certificate of title" under O.C.G.A. Section 40-3-36, or (b) otherwise subject to the provisions set forth in O.C.G.A. Section 40-3-36, and (iv) if there is any difference between the actual pay-off balance on the Trade-In Vehicle and the pay-off balance shown in section 5 of this Bill of Sale, Purchaser will pay that difference within twenty-four (24) hours of Dealer's demand for such payment.

If any of Purchaser's promises, warranties or covenants in this Bill of Sale are false or misleading in any manner whatsoever, Dealer may elect to declare the Transaction null and void, such that no title to the Vehicle passes to Purchaser. Upon such declaration by Dealer and notice of the same to Purchaser, Purchaser shall immediately return the Vehicle to Dealer and Dealer will return the Trade-In Vehicle to Purchaser; provided, however, that Dealer shall be under no obligation to return the Trade-In Vehicle to Purchaser if, at the time Dealer declares the Transaction null and void, Dealer has transferred possession of the Trade-In Vehicle to a third party; in that circumstance, Dealer's obligations to Purchaser with respect to the Trade-In Vehicle shall be governed by paragraph 11 on the reverse side hereof. Regardless of whether Dealer declares the Transaction null and void, Purchaser hereby indemnifies Dealer and agrees to hold Dealer harmless with respect to damage or loss of any [redacted] rning the Trade-In Vehicle, or (ii) Dealer's resale of the Trade-In Vehicle to a third party.

Purchaser hereby certifies that Purchaser is 18 years of age or older.

Purchaser accepts delivery of the Vehicle as described herein and acknowl[redacted]de in accordance with 15 USCA Sections 1231 through 1233.

Purchaser agrees that this Bill of Sale, including all terms on **BOTH THE FACE AND REVERSE SIDE HEREOF,** and any retail installment sales contract evidencing the Transaction supersede any and all prior discussion, understanding, agreement or contract concerning the Transaction. This Bill of Sale evidences the exclusive and entire agreement of the parties with respect to the Transaction. THIS BILL OF SALE SHALL NOT BECOME BINDING UNTIL ACCEPTED IN WRITING BY DEALER OR DEALER'S AUTHORIZED REPRESENTATIVE. FURTHERMORE IN THE EVENT OF A TIME SALE, THIS BILL OF SALE SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT (A) IS SIGNED BY PURCHASER, AND (B) HAS BEEN FUNDED BY A BANK OR FINANCE COMPANY PURCHASING SAID CONTRACT ON THE TERMS CONTAINED THEREIN. This Bill of Sale cannot be modified except by express written agreement of Dealer and Purchaser. Purchaser, by Purchaser's execution of this Bill of Sale, acknowledges that Purchaser (i) has read this Bill of Sale in its entirety, (ii) understands all terms and conditions contained in this Bill of Sale, and (iii) has received a true, correct and complete copy of this Bill of Sale.

[redacted] 09/29/2021

[redacted] Date [redacted] sentative

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL

ALEX SIMANOVSKY & ASSOCIATES, LLC
LEMON LAW & CONSUMER PROTECTION ATTORNEYS
2300 Henderson Mill Road, Suite 300
Atlanta, GA

ATLANTA METRO 301
19 JAN 2022
FIRST-CLASS
PITNEY BOWES
US POSTAGE
02 1P $ 000.73⁰
0002103891 JAN 18 2022
MAILED FROM ZIP CODE 30345

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

48126-279893

EA23-002 000033 LC

ROBERT M. SILVERMAN[+*-]
CRAIG THOR KIMMEL[+^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[•] Member, OH Bar
[□] Member, NH Bar
[±] Member, CT Bar
[«] Member, TN Bar
[µ] Member, WY Bar
[¥] Member, DC Bar
[¢] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[a] Member, AZ Bar
[b] Member, TX Bar
[§] Member, MI Bar
[£] Member, WV Bar
[&] Member, IL Bar
[>] Member, IN Bar

KIMMEL & SILVERMAN P.C.

JACQUELINE C. HERRITT[+*#-^•°¢]
ROBERT A. RAPKIN[+]
ANGELA K. TROCCOLI[^□±]
JOSEPH D. STEWARD III[¢]
W. CHRISTOPHER COMPONOVO[±¥#£]
JASON L. GRESHES [+*-¥]
CHAD P. DOMAN[+£]
JACOB U. GINSBURG[*§]
MICHAEL MILEWSKI[+*]
BLAKE K. WALSH[«&>]

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Avenue
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
NEW YORK OFFICE, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
SAN FRANCISCO, CA OFFICE, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
SAN DIEGO, CA OFFICE, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817
LOS ANGELES, CA OFFICE, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

February 25, 2022

VIA EMAIL ONLY
ogcclaim@ford.com

Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

Re: [redacted] **v. Ford Motor Company**
Vehicle: 2022 Lincoln Aviator
Date of Purchase: 1/08/2022
Place of Purchase: Stamford Lincoln - Stamford, CT
VIN: [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the NY Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Jacqueline C. Herritt
KIMMEL & SILVERMAN, PC

JCH\nc
cc: Ibrahim Duka

ROBERT M. SILVERMAN[*•]
CRAIG THOR KIMMEL[+-^]

[*] Member, PA Bar
[+] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[•] Member, OH Bar
[¤] Member, NH Bar
[~] Member, CT Bar
[~] Member, TN Bar
[#] Member, WY Bar
[¥] Member, DC Bar
[¢] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[ª] Member, AZ Bar
[²] Member, TX Bar
[§] Member, MI Bar
[f] Member, WV Bar
[&] Member, IL Bar
[>] Member, IN Bar

KIMMEL & SILVERMAN P.C.

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www.lemonlaw.com

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BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
SAN FRANCISCO, CA OFFICE, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
SAN DIEGO, CA OFFICE, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817
LOS ANGELES, CA OFFICE, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT[*•^•◊•]
ROBERT A. RAPKIN[^]
ANGELA K. TROCCOLI[¤±]
JOSEPH D. STEWARD III[f]
W. CHRISTOPHER COMPONOVO[#¥¢]
JASON L. GRESHES [+•-¥]
CHAD P. DOMAN[+ £]
JACOB U. GINSBURG[+§]
MICHAEL MILEWSKI[+*]
BLAKE K. WALSH[¤&>]

March 2, 2022

Email: Claims <claims@erskinelaw.com>
Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

Re: Mr. Ibrahim Duka
2022 Lincoln Aviator
VIN: [redacted]

Dear Sir/Madam:

As you know, this office represents the above-referenced individual for problems encountered with the 2022 Lincoln Aviator. I am enclosing the contract and repair slips. As you can see, my client has returned to the dealership for problems with the total engine failure.

Please let me know if Ford Motor Company is interested in attempting an early resolution in this matter. I will refrain from filing suit in this matter for 30 days while you evaluate my client's claim. If I do not hear from you within the next 30 days, suit will be prepared and filed.

I look forward to hearing from you.

Very truly yours,

[redacted]

Jacqueline C. Herritt

JCH/nc
Attachments

LOT LOCATION:
CUSTOMER #: [redacted]

157700

INVOICE

PAGE 1

IRWIN SERVICE CENTER
LINCOLN mazda
Quick Lane

4032 Route 9 South · Freehold, NJ 07728
Service: (732) 677-5701 · Quick Lane: (732) 677-5700
Parts: (732) 677-5706 · Fax: (732) 677-5705
www.irwincars.com

[redacted]
STATEN ISLAND, [redacted]
HOME:
BUS:
CONT:
CELL: [redacted]

SERVICE ADVISOR: [redacted] AMANDA JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	22	LINCOLN AVIATOR	[redacted]	TEMPO	743/750	T316

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JAN22 IS 08JAN22 DD	02SEP21		16:59 28FEB22		150.00	CASH	23FEB22

R.O. OPENED	READY	OPTIONS: ENG:3.0 TRN:10R60 AXL:3B 1)MAINT PLAN
17:32 27JAN22	17:36 23FEB22	EXP 01/08/2026 OR 51,000 MILES

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	CUSTOMER STATES CAR DIES WHILE DRIVING, AND WONT RESTART. CRANK BUT							
	NO START							
	CAUSE: INTERNAL ENGINE							
	12650D EEC SYSTEM DIAGNOSIS - (QUICK TEST) - N							
	997108 W							
	1 L1MZ*6006*A SERVICE ENGINE ASY							(N/C)
	2 DS7Z*19B596*A KIT - AIR CONDITIONING SYSTEM							(N/C)
	4 *W719413*S439 BOLT AND WASHER ASY - HEX.HEAD							(N/C)
	2 *W716979*S439 BOLT							(N/C)
	2 *W719503*S439 BOLT							(N/C)
	3 *W719511*S439 BOLT							(N/C)
	2 *W715131*S442 BOLT							(N/C)
	1 *W712961*S439 BOLT							(N/C)
	8 *W716375*S900 BOLT							(N/C)
	3 *W719431*S439 BOLT							(N/C)
	2 *W716117*S437 BOLT							(N/C)
	4 *W721083*S439 BOLT AND WASHER ASY - HEX.HEAD							(N/C)
	1 L1MZ*4421*A BOOT							(N/C)
	2 BB5Z*4B422*A CIRCLIP - INNER							(N/C)
	1 L1MZ*3B478*A CLAMP - BOOT							(N/C)
	2 JT4Z*6C683*A FILTER ASY							(N/C)
	2 L1MZ*6L612*B GASKET							(N/C)
	2 L1MZ*9448*A GASKET							(N/C)
	1 FT4Z*6731*CA KIT - ELEMENT & GASKET - OIL F							(N/C)
	6 *W719699*S442 NUT - FLANGED							(N/C)
	2 *W717521*S440 NUT - HEX.							(N/C)
	2 *W719506*S440 NUT							(N/C)
	2 LB5Z*3B477*A RETAINER - NUT							(N/C)
	2 *W711310*S440 NUT							(N/C)
	2 *W720123*S440 NUT							(N/C)
	4 *W720050*S440 NUT							(N/C)
	6 *W715618*S437 NUT							(N/C)
	1 L1MZ*9F598*B GASKET - COVER							(N/C)
	1 L1MZ*00815*A "O" RING							(N/C)

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to the vehicle or for the article left in the vehicle in case of fire, theft or other cause beyond your control. I also understand and agree that you are not responsible for delays caused by the unavailability of parts or scheduling. I hereby grant permission to operate said vehicle on streets, highways or elsewhere for the purpose of testing or inspection. An express mechanics lien is hereby acknowledged an above vehicle to secure the amount of repairs here to.

METHOD OF PAYMENT:
☐ CASH ☐ CHECK #_____ ☐ VISA/MASTERCARD ☐ AMERICAN EXPRESS

REC'D BY:_____ DATE:_____

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

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LOT LOCATION:
CUSTOMER #: [redacted]

157700

INVOICE

PAGE 2

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Parts: (732) 677-5706 · Fax: (732) 677-5705
www.irwincars.com

[redacted]
STATEN ISLAND, NY [redacted]
HOME: CONT: [redacted]
BUS: CELL:

SERVICE ADVISOR: 997676 AMANDA JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	22	LINCOLN AVIATOR	[redacted]	TEMPO	743/750	T316

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JAN22 IS 08JAN22 DL	02SEP21		16:59 28FEB22		150.00	CASH	23FEB22

R.O. OPENED	READY	OPTIONS: ENG:3.0 TRN:10R60 AXL:3B 1)MAINT PLAN EXP 01/08/2026 OR 51,000 MILES
17:32 27JAN22	17:36 23FEB22	

LINE	OPCODE	TECH TYPE	HOURS		LIST	NET	TOTAL
1	CN1Z*7H424*B	SEAL					(N/C)
2	*W716383*S437	STUD					(N/C)
4	FT4Z*6N652*B	GASKET					(N/C)
4	FT4Z*6N652*G	GASKET					(N/C)
1	FT4Z*6N652*E	GASKET					(N/C)
2	FT4Z*6N652*F	GASKET					(N/C)
4	JT4Z*6N652*A	GASKET					(N/C)
4	JT4Z*6N652*B	GASKET					(N/C)
1	L1MZ*6K682*B	TURBOCHARGER ASY					(N/C)
1	L1MZ*6K682*C	TURBOCHARGER ASY					(N/C)
1	L1MZ*9T515*A	TUBE ASY					(N/C)
1	L1MZ*9T515*B	TUBE ASY					(N/C)
1	L1MZ*9F598*A	SEALING RING					(N/C)
1	L1MZ*9F598*C	SEALING RING					(N/C)
1	L1MZ*9K540*A	INSULATOR					(N/C)
1	L1MZ*9S468*B	HOSE					(N/C)
1	JU2Z*14S411*TA	WIRE ASY					(N/C)
1	L1MZ*6758*G	TUBE ASY					(N/C)
1	YN*35*	OIL - COMPRESSOR - AIR CONDITI					(N/C)
1	FT4Z*9424*E	MANIFOLD ASY - INLET					(N/C)
1	L1MZ*19C836*AB	ACCUMULATOR ASY - AIR CONDITIO					(N/C)
2	VC*13*G	ANTI-FREEZE					(N/C)
6	XO*5W30*Q1SP	MOTORCRAFT SAE 10W-30 API GF-6					(N/C)
37	YN*33*A	REFRIGERANT - R1234YF					(N/C)
8	*W714040*S300	PIN					(N/C)
12650D45		ENGINE MODULE - DIAGNOSTIC PIN POINT TEST - L					
	997108	W					(N/C)
10654C		BATTERY - TEST, CHARGE, AND RE-TEST (10653/10654/10655) - L					
	997108	W					(N/C)
6007E		ENGINE EXCHANGE - DIAGNOSIS (6006/6007/6009/6012) - M					

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

METHOD OF PAYMENT:
☐ CASH ☐ CHECK #_____ ☐ VISA/MASTERCARD ☐ AMERICAN EXPRESS

REC'D BY:_____ DATE:_____

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EA23-002 000038 LC

LOT LOCATION:
CUSTOMER #: [redacted]

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PAGE 3

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www.irwincars.com

[redacted]
STATEN ISLAND, NY [redacted]
HOME:
BUS:
CONT
CELL [redacted]

SERVICE ADVISOR: 997676 AMANDA JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	22	LINCOLN AVIATOR	[redacted]	TEMPO	743/750	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JAN22 IS 08JAN22 DL	02SEP21		16:59 28FEB22		150.00	CASH	23FEB22

R.O. OPENED	READY	OPTIONS:
17:32 27JAN22	17:36 23FEB22	ENG:3.0 TRN:10R60 AXL:3B 1)MAINT PLAN EXP 01/08/2026 OR 51,000 MILES

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	997108		W					(N/C)
	12650D47 RELATIVE COMPRESSION/POWER BALANCE - TEST - L							
	997108		W					(N/C)
	AD AD(M-TIME FOR ADDITIONAL DIAGNOSIS)							
	997108		W					(N/C)
	6051A11 COMPRESSION PRESSURE - CHECK - L							
	997108		W					(N/C)
	6007A ENGINE ASSEMBLY - REMOVE AND INSTALL							
	997108		W					(N/C)
	6007A34 ENGINE OEM LONG BLOCK REPLACE TOTAL 3.8							
	997108		W					(N/C)
	MT6K775 TIME TO ACCESS FRONT BUMPER COVER FLUSH OUT AIR CHARGE COO							
	997108		W					(N/C)
	00 ADDITIONAL ENGINE REPLACEMENT TIME NEEDED							
	997108		W					(N/C)
	6007AXQ ENGINE ASSEMBLY - REMOVE AND INSTALL (6007) - L EXTRA TIME FOR A POST-REPAIR ROAD TEST.							
	997108	LW						(N/C)
	FC: PART#: COUNT:							
	CLAIM TYPE:							
	AUTH CODE:							
	997108							

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

VERIFY CONCERN VEHICLE WILL NOT RUN FOR ABOUT 10 SECONDS BEFORE STALLS/QUITS, CHECK FUEL FOR CONTAMINATION, PASSED. BATTERY NEEDS CHARGING TO CONTINUE DIAGNOSIS. CHARGE BATTERY, FDRS SELF TEST PCM. P0234:00 PCM, P1025:00 PCM, P1116:00 PCM, P1397:00 PCM, P1397:00 PCM, CHECK OIL LEVEL, OKAY, INSPECT OIL FILTER, NO METAL SEEN. UNDER VEHICLE INSPECTION, OKAY. UNDER HOOD VISUAL INSPECTION, FOUND RIGHT BANK WASTE GATE HOSE PINCHED (SEE PICTURE), LEFT SIDE OKAY. FDRS SELF TEST, KOEO

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☐ CASH ☐ CHECK #_____ ☐ VISA/MASTERCARD ☐ AMERICAN EXPRESS

REC'D BY:_____ DATE:_____

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

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LOT LOCATION:
CUSTOMER #: [redacted]

157700

INVOICE

PAGE 4

[redacted]

STATEN ISLAND [redacted]
HOME: CONT: [redacted]
BUS: CELL:

IRWIN SERVICE CENTER
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COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	22	LINCOLN AVIATOR	[redacted]	TEMPO	743/750	[redacted]

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JAN22 IS 08JAN22 DD	02SEP21		16:59 28FEB22		150.00	CASH	23FEB22

R.O. OPENED	READY	OPTIONS:
17:32 27JAN22	17:36 23FEB22	ENG:3.0 TRN:10R60 AXL:3B 1)MAINT PLAN EXP 01/08/2026 OR 51,000 MILES

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

HISTORICAL CODE P0234. RELATIVE COMPRESSION TEST SHOWING #4 CYLINDER IN 6% LOWER COMPRESSION. ENGINE WILL RUN FOR 10 SECONDS BEFORE STALLING, EXCESSIVE INTERNAL NOISE PRESENT, DID GET A POWER BALANCE READING, SHOWS CYLINDER 1, 4 AND 3 ARE DEAD. MT-AD DIAG. TIME NEEDED TO ACCESS ALL SPARK PLUGS, MANUAL COMPRESSION TEST, VERIFIED #4 LOW, ALSO NUMBER 4 CYLINDER SPARK PLUG, FOUND EXCESSIVE DAMAGE, INSPECT COMBUSTION CAMBER WITH BORE SCOPE, INTERNAL ENGINE DAMAGE BEYOND REPAIR. SMART COST CAP TOOL AND VEHICLE ELIGIBLE FOR LTIS PROGRAM, UPDATE HOTLINE WITH NEW PICTURES.
ACCESS FRONT BUMPER COVER, REMOVER COOLING PACK ASSEMBLY, ACCESS CAC COOLER AND ALL TURBO RELATED CAC TUBES, FLUSH ALL COMPONENTS WITH DEGREASER AND SOAPY WATER AND RINSE, REPLACE A/C DESICCANT BAG. INSPECT INTAKE FOR DEBRIS, FOUND UPPER INTAKE STILL HAS DEBRIS PRESENT. REPLACE UPPER INTAKE INTAKE ASSEMBLY. CLEAN OUT PRECAT EXHAUST DEBRIS. TRANSFER ALL COMPONENTS TO NEW ENGINE, RESEAL ALL WATER AND OIL TUBES, REPLACE TURBO/ENGINE VACUUM LINE ASSEMBLY (CAUSAL PART), INSTALL POWER-TRAIN INTO VEHICLE, REFILL ALL FLUID LEVELS- ENGINE OIL, FRONT DIFF, TRANSMISSION, CHECK TRANSFER CASE OIL. VACUUM FILL COOLING SYSTEM, RESET KAM, WARM ENGINE PERFORM MISFIRE MONITOR RESET, CLEAR ALL CODES. TECH ROAD TESTED AND FOUND A/C BLOWS WARM AIR(SEE LINE 'D' FOR CONCERN/CLAIM), SELF TEST, BCMC B2CRD:00 RUN PPTS B1:NO, ACCESS UNDER VEHICLE PANELS AND COWL TRAM PANELS, B2-YES, B3-YES, TO B5, STATES TO REPLACE BCMC? APPLY POWER AND GROUND TO FIELD CLUTCH COIL, NO RESPONSE OR STATE CHANGE. LOAD TEST WIRING FROM HARNESS SIDE CONNECTOR C100 A/C CLUTCH FIELD COIL TO VEHICLE CIRCUITS, FOUND CIRCUITS WORKING NORMAL, RERUN SELF TEST, PASS. PPTS ARE INCORRECT. ACCESS A/C CLUTCH COVER, CLUTCH COVER RETAINING BOLT SNAPPED, ATTEMPT BOLT EXTRACTION, UNSUCCESSFUL. INSPECT FIELD COIL ASSEMBLY FOR VISUAL INSPECTION AND BENCH TEST. PASSED VISUAL INSPECTION, OHM TEST COIL, READING 5 OHMS, BENCH TEST, CLUTCH IS FUNCTIONING NOW, UNABLE TO REINSTALL A/C CLUTCH COMPONENTS DUE TO BOLT FAILURE. COMPRESSOR ON ORDER. INSPECT NEW COMPRESSOR, FOUND FIELD COIL SHORTED FROM SUSPECT SHIPPING DAMAGE(BOX WAS DAMAGED BUT PHYSICAL PART WAS NOT)HAD TO REORDER PART. REPLACE COMPRESSOR ASSEMBLY, EVAC AND CHARGE SYSTEM, CHECK OPERATION, OKAY.

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to the vehicle or for the article left in the vehicle in case of fire, theft or other cause beyond your control. I also understand and agree that you are not responsible for delays caused by the unavailability of parts or scheduling. I hereby grant permission to operate said vehicle on streets, highways or elsewhere for the purpose of testing or inspection. An express mechanics lien is hereby acknowledged an above vehicle to secure the amount of repairs here to.

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

METHOD OF PAYMENT:
☐ CASH ☐ CHECK #_____ ☐ VISA/MASTERCARD ☐ AMERICAN EXPRESS

REC'D BY:_____ DATE:_____

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LOT LOCATION:
CUSTOMER #: [redacted]

[redacted]
STATEN ISLAND, [redacted]
HOME: CONT: [redacted]
BUS: CELL:

157700

INVOICE

PAGE 5

IRWIN SERVICE CENTER
LINCOLN mazda Quick Lane

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SERVICE ADVISOR: 997676 AMANDA JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	22	LINCOLN AVIATOR	[redacted]	TEMPO	743/750	T316

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JAN22 IS 08JAN22 DI	02SEP21		16:59 28FEB22		150.00	CASH	23FEB22

R.O. OPENED	READY	OPTIONS:
17:32 27JAN22	17:36 23FEB22	ENG:3.0 TRN:10R60 AXL:3B 1)MAINT PLAN EXP 01/08/2026 OR 51,000 MILES

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
SELF TEST BCMC, PASSED. FINAL QUALITY CHECK AND ROAD TESTING BY MANAGEMENT VERIFY FIX RELEASE VEHICLE TO CUSTOMER			
**********			
B Perform Lincoln Vehicle Multi-Point Inspection			
L99P Perform Lincoln Vehicle Multi-Point Inspection			
997108 C			
GBATT BATTERY GOOD AT PRESENT TIME	0.00	0.00	
997108 C			
GTIRE 7/32 OR GREATER	0.00	0.00	
997108 C			
GBK BRAKES WEARING OK AT THIS TIME	0.00	0.00	
997108 C			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:	0.00	0.00	0.00
**********			
C CUSTOMER ACCEPTED COMPLIMENTARY EXTERIOR VEHICLE WASH			
WASH1 CUSTOMER ACCEPTED COMPLIMENTARY EXTERIOR VEHICLE WASH			
997108 C			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:	0.00	0.00	0.00
**********			
D** TECH STATES AFTER NEW POWERTRAIN ENGINE LONG BLOCK WAS INSTALLED INTO VEHICLE AND TECH REASSEMBLING COMPONENTS AND COMPLETE FINAL CHECKS WITH VEHICLE, TECH FOUND THE AIR CONDITIONING IS BLOWING WARM AIR, NEEDS DIAGNOSIS/REPAIR OF CONCERN BEFORE RELEASED BACK TO CLIENT			
CAUSE: A/C CONCERN			
19700D ELECTRONIC CLIMATE CONTROL SYSTEM - DIAGNOSIS - L			
997108 W			
1 L1MZ*19703*E COMPRESSOR ASY			(N/C)
1 L1MZ*19703*E COMPRESSOR ASY			(N/C)
1 DL3Z*19B596*B "O" RING			(N/C)
19700D45 A/C - DIAGNOSTIC PIN POINT TEST - L			(N/C)

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REC'D BY:_____ DATE:_____

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

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LOT LOCATION:
CUSTOMER #: [redacted]

157700

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PAGE 6

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www.irwincars.com

[redacted]
STATEN ISLAND, [redacted]
HOME: CONT [redacted]
BUS: CELL

SERVICE ADVISOR: 997676 AMANDA JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	22	LINCOLN AVIATOR	[redacted]	TEMPO	743/750	T316

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JAN22 IS 08JAN22 DD	02SEP21		16:59 28FEB22		150.00	CASH	23FEB22

R.O. OPENED	READY	OPTIONS: ENG:3.0 TRN:10R60 AXL:3B 1)MAINT PLAN EXP 01/08/2026 OR 51,000 MILES
17:32 27JAN22	17:36 23FEB22	

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	997108		W				(N/C)
	MT19D786 TIME TO ACCESS A/C CLUTCH/BROKEN BOLT AND DIAG CONCERN						
	997108		W				(N/C)
	19700A4 COMPRESSOR ASSEMBLY-AIR CONDITIONER - REPLACE (19703/19V703) - L						
	997108		W				(N/C)
	19700A PRESSURIZE, LEAK TEST, DISCHARGE, EVACUATE AND CHARGE AIR CONDITIONING SYSTEM. - DIAGNOSIS - L						
	997108		W				(N/C)
	ADD ADDED LINE TO REPAIR ORDER _____						
	997108		W				(N/C)
	FC: PART#: COUNT: CLAIM TYPE: AUTH CODE: 997108						

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

TECH STATES AFTER NEW POWERTRAIN ENGINE LONG BLOCK WAS INSTALLED INTO VEHICLE AND TECH REASSEMBLING COMPONENTS AND COMPLETE FINAL CHECKS WITH VEHICLE, TECH FOUND THE AIR CONDITIONING IS BLOWING WARM AIR, NEEDS DIAGNOSIS/REPAIR OF CONCERN BEFORE RELEASED BACK TO CLIENT-----TECH ROAD TESTED AND FOUND A/C BLOWS WARM AIR(SEE LINE 'A' FOR ENGINE CONCERN/CLAIM), SELF TEST, BCMC P2CFD:00, RUN PPTS B1-NO, ACCESS UNDER VEHICLE PANELS AND COWL TRAM PANELS, B2-YES, B3-YES, TO B5, STATES TO REPLACE BCMC?? APPLY POWER AND GROUND TO FIELD CLUTCH COIL, NO RESPONSE OR STATE CHANGE. LOAD TEST WIRING FROM HARNESS SIDE CONNECTOR C100 A/C CLUTCH FIELD COIL TO VEHICLE CIRCUITS, FOUND CIRCUITS WORKING NORMAL, RERUN SELF TEST, PASS. PPTS ARE INCORRECT. ACCESS A/C CLUTCH COVER, CLUTCH COVER RETAINING BOLT SNAPPED, ATTEMPT BOLT EXTRACTION, UNSUCCESSFUL. INSPECT FIELD COIL ASSEMBLY FOR VISUAL INSPECTION AND BENCH TEST. PASSED VISUAL INSPECTION, OHM TEST COIL, READING 5 OHMS, BENCH TEST, CLUTCH IS FUNCTIONING NOW, UNABLE TO REINSTALL A/C CLUTCH COMPONENTS DUE TO BOLT FAILURE. COMPRESSOR ON

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to the vehicle or for the article left in the vehicle in case of fire, theft or other cause beyond your control. I also understand and agree that you are not responsible for delays caused by the unavailability of parts or scheduling. I hereby grant permission to operate said vehicle on streets, highways or elsewhere for the purpose of testing or inspection. An express mechanics lien is hereby acknowledged an above vehicle to secure the amount of repairs here to.

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

METHOD OF PAYMENT:
☐ CASH ☐ CHECK #_____ ☐ VISA/MASTERCARD ☐ AMERICAN EXPRESS

REC'D BY:_____ DATE:_____

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

LOT LOCATION:
CUSTOMER #: 28681

157700

INVOICE

PAGE 7

[redacted]

IRWIN SERVICE CENTER
LINCOLN mazda Quick Lane
4032 Route 9 South · Freehold, NJ 07728
Service: (732) 677-5701 · Quick Lane: (732) 677-5700
Parts: (732) 677-5706 · Fax: (732) 677-5705
www.irwincars.com

SERVICE ADVISOR: 997676 AMANDA JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLACK	22	LINCOLN AVIATOR	[redacted]	TEMPO	743/750	T316

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
08JAN22 IS 08JAN22 DL	02SEP21		16:59 28FEB22		150.00	CASH	23FEB22

R.O. OPENED	READY	OPTIONS: ENG:3.0 TRN:10R60 AXL:3B 1)MAINT PLAN
17:32 27JAN22	17:36 23FEB22	EXP 01/08/2026 OR 51,000 MILES

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

ORDER. INSPECT NEW COMPRESSOR, FOUND FIELD COIL SHORTED FROM SUSPECT SHIPPING DAMAGE(BOX WAS DAMAGED BUT PHYSICAL PART WAS NOT) HAD TO REORDER PART. THEN NECESSARY TO ACCESS AND REPLACE COMPRESSOR ASSEMBLY, EVAC AND CHARGE SYSTEM, CHECK OPERATION, OKAY. SELF TEST BCMC, PASSED. FINAL QUALITY CHECK AND ROAD TESTING BY MANAGEMENT VERIFY FIX RELEASE VEHICLE TO CUSTOMER

****

EST: 0.00 27JAN22 17:32 SA: 997676
CONTACT:
****

EMERGENCY TOW IN

Thank you for your business. We appreciate your trust and confidence in choosing us to service your vehicle's needs.

LINCOLN mazda

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to the vehicle or for the article left in the vehicle in case of fire, theft or other cause beyond your control. I also understand and agree that you are not responsible for delays caused by the unavailability of parts or scheduling. I hereby grant permission to operate said vehicle on streets, highways or elsewhere for the purpose of testing or inspection. An express mechanics lien is hereby acknowledged an above vehicle to secure the amount of repairs here to.

METHOD OF PAYMENT:
☐ CASH ☐ CHECK #_____ ☐ VISA/MASTERCARD ☐ AMERICAN EXPRESS

REC'D BY:_____ 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

Copyright 2014 CDK Global, LLC SERVICE INVOICE TYPE 2 - SI2C - IMAGING

CUSTOMER COPY

Vehicle Evaluation

THE LINCOLN MOTOR COMPANY

Date 01/27/2022 RO/Tag # 157700

Name [redacted]

Email

Year/Make/Model 2022 LINCOLN AVIATOR

VIN # [redacted] Plate # TEMPO

Odometer 743 Inspect. Month

Owner Advantage Rewards® # Service Balance

Lincoln Protect™ Extended Service Plan ☐ YES ☐ NO

Complimentary Visits Remaining: by: (MILES / DATE)

THE LINCOLN WAY℠ Member? ☐ YES ☐ NO If no, download at the App Store® or Google Play℠

SCHEDULED MAINTENANCE ITEMS*

DUE	SERVICED	DUE	SERVICED
Oil Change & Filter	☐	Engine Coolant	☐
Tire Rotation	☑ ☐	Transmission Fluid and/or Filter	☐
Multi-Point Inspection	☑ ☐	Cabin Air Filter	☑ ☐
Fuel Filter	☐	Spark Plugs	☑ ☐
Engine Air Filter	☑ ☐		

OK K Scheduled Maintenance ☐

*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit LincolnOwner.com for vehicle-specific maintenance requirements.

FLUID LEVELS — SERVICED

☑ ☐ Oil and/or Fluid Leaks ☐

OK	FILL		OK	FILL		OK	FILL	
✓		Engine Oil	✓		Power Steering	✓		Transmission (if equipped with dipstick)
✓		Brake Reservoir	✓		Window Washer	✓		Coolant Reservoir

WIPER BLADES — SERVICED

✓ Test Performed ☑ ☐ Front ☑ ☐ Rear ☐

BATTERY — SERVICED

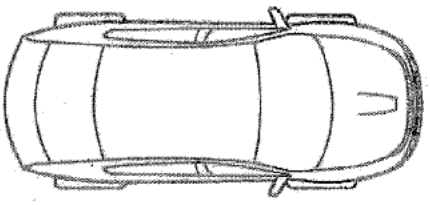
☐

State of Health 100% 0%

☑ ☐ ☐ Condition

Factory spec cold cranking amps Actual cold cranking amps

EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

SYSTEMS/COMPONENTS — SERVICED

Lights & Windshield

☑ ☐ Horn, interior lights, exterior lamps, turn signals, hazard & brake lamps ☐

☑ ☐ Windshield for cracks, chips and pitting OK ☐

Belts, Hoses & Mounts

☑ ☐ ☐ HVAC system and hoses / lines for leaks and/or damage ☐

☑ ☐ ☐ Engine Cooling System, radiator, hoses and clamps ☐

☑ ☐ ☐ Accessory drive belt(s) ☐

Brake System

☑ ☐ ☐ Brake system (including lines, hoses, and parking brake) ☑ ☐

Steering & Suspension

☑ ☐ ☐ Shocks, struts & suspension components for leaks/damage ☐

☑ ☐ ☐ Steering, steering linkages and ball joints (visual) ☐

Exhaust System

☑ ☐ ☐ Exhaust system and heat shield (leaks, damage, loose parts) ☑ ☐

Transmission & Drive Axle

☑ ☐ ☐ Clutch operation* ☐

☑ ☐ ☐ Constant velocity (CV) drive axle boots* ☐

☑ ☐ ☐ Drive shaft, trans, u-joint & shift linkage* (lubricate as needed) ☐

*If equipped

Tire Tread

4/32" and greater | 3/32"-4/32" | 2/32" or less

Brake Lining (Disc)

Over 7/32" (6mm) | 4/32"-7/32" (3-5mm) | 3/32" or less (4/32" if front)

Brake Lining (Drum)

Over 3/32" (2mm) | 2/32"-3/32" (1-2mm) | 1/32" or less

Tire Wear Indicates — SERVICED

Alignment Check Needed ☐

Wheel Balance Needed ☐

☐ **Brake measurements not taken this visit**

Lincoln Services

Complimentary Car Wash

Left Front ☑ — SERVICED

☑ ☐ ☐ Tire Tread Depth >6 /32 | TIRE AGE ☐

☑ ☐ ☐ Tire Wear Pattern / Damage OK ☐

☑ ☐ ☐ Tire Pressure Set to Recommended PSI ☐

☑ ☐ ☐ Brake Lining >5 mm /32 ☐

Right Front ☑ — SERVICED

☑ ☐ ☐ Tire Tread Depth >6 /32 | TIRE AGE ☐

☑ ☐ ☐ Tire Wear Pattern / Damage OK ☐

☑ ☐ ☐ Tire Pressure Set to Recommended PSI ☐

☑ ☐ ☐ Brake Lining >5 mm /32 ☐

Left Rear ☑ — SERVICED

☑ ☐ ☐ Tire Tread Depth >6 /32 | TIRE AGE ☐

☑ ☐ ☐ Tire Wear Pattern / Damage OK ☐

☑ ☐ ☐ Tire Pressure Set to Recommended PSI ☐

☑ ☐ ☐ Brake Lining >5 mm /32 ☐

Right Rear ☑ — SERVICED

☑ ☐ ☐ Tire Tread Depth >6 /32 | TIRE AGE ☐

☑ ☐ ☐ Tire Wear Pattern / Damage OK ☐

☑ ☐ ☐ Tire Pressure Set to Recommended PSI ☐

☑ ☐ ☐ Brake Lining >5 mm /32 ☐

Spare Tire ☑ — SERVICED

☑ ☐ Tire Pressure Set TIRE AGE ☐

Note: *Tires should be replaced after 6 years regardless of tread wear

Comments

Advisor Amanda Johnson

Technician Chris Stavrou, Christopher ...

Client Signature

LEGEND

☑ May contribute to vehicle efficiency

☐ Checked and OK at this time

☐ May require future attention

☐ Requires immediate attention

Client Copy

Visit us at *LincolnOwner.com* for all your vehicle needs including your recommended maintenance schedule

SMART TECHNOLOGY #VRG-LINCOLN, Rev 06/18
©2018 Ford Motor Company,All Rights Reserved

[redacted]

Service of Process Transmittal Summary

TO: Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in Texas**

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:	Re: [redacted] // To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Proof(s), Complaint
COURT/AGENCY:	Western District of Texas -United States District Court -Austin Division, TX Case # [redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2021 Ford F-150, VIN [redacted]
PROCESS SERVED ON:	C T Corporation System, Dallas, TX
DATE/METHOD OF SERVICE:	By Process Server on 10/25/2022 at 15:13
JURISDICTION SERVED:	Texas
APPEARANCE OR ANSWER DUE:	Within 21 days after service, not counting the day of receipt
ATTORNEY(S)/SENDER(S):	Kevin R. Duck Duck Law Firm, LLC 5040 Ambassador Caffery Pkwy., Ste. 200 Lafayette, LA 70508 337-406-1144
ACTION ITEMS:	CT has retained the current log, Retain Date: 10/26/2022, Expected Purge Date: 10/31/2022 Image SOP
REGISTERED AGENT CONTACT:	C T Corporation System 1999 Bryan Street Suite 900 Dallas, TX 75201 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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, Oct 25, 2022
Server Name: Michael Jackson

Entity Served	FORD MOTOR COMPANY
Case Number	[redacted]
Jurisdiction	TX

Inserts		

[redacted]

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Western District of Texas

[redacted]

Plaintiff(s)

v.

FORD MOTOR COMPANY

Defendant(s)

Civil Action No. [redacted]

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* FORD MOTOR COMPANY
Through their Registered Agent for Service of Process:
CT Corporation System
1999 Bryan St., Ste. 900
Dallas, Texas 75201-3136

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Kevin R. Duck
Duck Law Firm, LLC
5040 Ambassador Caffery Pkwy., Ste. 200
Lafayette, LA 70508
Tel: 337-406-1144
Email: krd@ducklawfirm.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Philip J. Devlin
CLERK OF COURT

Date: 10/11/2022

Deanna Massie
Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No. 1:22-cv-886

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* General Motors, LLC was received by me on *(date)* _____ .

❒ I personally served the summons on the individual at *(place)* _____ on *(date)* _____ ; or

❒ I left the summons at the individual's residence or usual place of abode with *(name)* _____ , a person of suitable age and discretion who resides there, on *(date)* _____ , and mailed a copy to the individual's last known address; or

❒ I served the summons on *(name of individual)* _____ , who is designated by law to accept service of process on behalf of *(name of organization)* _____ on *(date)* _____ ; or

❒ I returned the summons unexecuted because _____ ; or

❒ Other *(specify)*:

My fees are $ _____ for travel and $ _____ for services, for a total of $ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

[redacted]	**CIVIL ACTION NO:**
VERSUS	**JUDGE** [redacted]
FORD MOTOR COMPANY	**MAG. JUDGE:**

COMPLAINT

[redacted] ("Plaintiff"), a person of the age of majority who resides and is a citizen of the State of Texas, by and through his attorney, alleges the following against **Ford Motor Company** ("Defendant"):

INTRODUCTION

1. Plaintiff's Complaint is based on the Magnuson-Moss Warranty Act ("Warranty Act"), Chapter 15 U.S.C.A § 2301, *et. seq.*, breach of implied warranty of merchantability pursuant to the Magnuson-Moss Warranty Act, and Tex. Bus. & Com. Code § 2.314.

JURISDICTION AND VENUE

2. This Court has federal question jurisdiction over this matter pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2310(d)(1)(B), in that the Plaintiff claims more than $50,000.00 in damages, exclusive of interest and costs, and under the doctrine of supplemental jurisdiction as set forth in 28 U.S.C. § 1367.

3. This Court has personal jurisdiction over Defendant who conducts business in the State of Texas, including the Western District of Texas.

4. Venue is proper in this district under 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to the claim, namely the sale of the Vehicle and repairs performed on the Vehicle, occurred in the Western District of Texas and/or a substantial part of property that is the subject of the action, namely the Vehicle, is situated in the Western District of Texas.

PARTIES

5. Plaintiff is an adult individual residing in Leander, Texas.

6. Defendant Ford Motor Company (hereinafter "FORD" and/or Defendant) is a foreign company qualified to do and regularly conducting business in the State of Texas, with their regional offices located in Plano, Texas and their registered principal place of business located at One American Road, Dearborn, Michigan 48126.

Defendant 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 the dealership where the Plaintiffs purchased the Vehicle and tendered the Vehicle for repairs.

FACTUAL ALLEGATIONS

7. On or about September 21, 2021, Plaintiff purchased a 2021 Ford F-150 from Maxwell Ford Inc. in Austin, Texas bearing the Vehicle Identification Number [redacted] (hereinafter the "Vehicle").

8. At all times relevant hereto, the subject vehicle was registered in the State of Texas.

9. The contract price of the vehicle, including registration charges, document fees, sales

tax, finance and bank charges totaled more than $46,358.00.

10. In consideration for the purchase of said vehicle, Defendant issued to the 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.

11. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

12. The parties' bargain included an express written warranty as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

13. The subject Vehicle was afflicted with certain defects, conditions and non-conformities related to the Vehicle's, engine. In connection with those substantial non-conformities, Plaintiffs presented the vehicle for repair.

15. Plaintiff delivered the Vehicle to FORD's authorized service and repair facility, Covert Ford of Hutto ("Service Facility") located in Hutto, on or about October 16, 2021, for approximately 40 days to several days to remedy the defective engine that rendered the Vehicle useless and unavailable to the Plaintiff at that time.

16. Upon information and belief therein, the aforementioned defects identified herein, existed at the time the Vehicle left the Defendant's control and are defects with materials and/or workmanship and caused the Vehicle to be out of service for an excess of thirty days.

FIRST CAUSE OF ACTION

Breach of Implied Warranty of Merchantability Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301, *et seq.* and Tex. Bus. & Com. Code § 2.314

17. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

18. Defendant is a merchant with respect to motor vehicles.

19. The Vehicle was subject to implied warranties of merchantability, as defined in 15 U.S.C. § 2308 and Texas Bus. & C. § 2.314, running from the Defendant to the Plaintiff.

20. An implied warranty that the Vehicle was merchantable arose by operation of law as part of the purchase of the Vehicle.

21. Defendant breached the implied warranty of merchantability in that the subject vehicle was not in merchantable condition when the Plaintiff purchased it, or at any time thereafter, and the subject vehicle is unfit for the ordinary purposes for which such vehicles are used.

22. Indeed, the Vehicle suffered from engine defects that prevented the Plaintiffs from being able to properly use the Vehicle.

23. The defect identified herein was unreasonably dangerous by exposing the Vehicle's driver, passengers, and others who share the road with them to serious risk of accidents and injury or death.

24. Plaintiff notified Defendant of the defects in the Vehicle within a reasonable time after Plaintiff discovered them.

25. As a result of Defendant's breaches of the implied warranty of merchantability, Plaintiff has suffered damages, including, but not limited to incidental and consequential damages, plus attorney fees and cost to recover same.

PRAYER FOR RELIEF

Wherefore, Isaac Theodore Flores, respectfully prays for judgment as follows:

a. An order approving revocation of acceptance of the subject vehicle to include the "full purchase price" of the vehicle, collateral charges, finance charges, incidental and consequential damages under all Counts above;

b. Reasonable attorney's fees and costs and the determination of which damages, if allowed by law shall be trebled, in the event that Plaintiff prevails at a trial on the merits;

c. As an alternative, if the merits justify same, an award for diminution in value;

d. Incidental and consequential damages allowed by law;

e. Any other relief this Honorable Court deems appropriate.

RESPECTFULLY SUBMITTED:

DUCK LAW FIRM, L.L.C.

/s/ Kevin R. Duck
KEVIN R. DUCK (LA23043)
5040 Ambassador Caffery Parkway
Suite 200
Lafayette, Louisiana 70508
Telephone: (337) 406-1144
Facsimile: (337) 406-1050
Attorney-in-Charge for Plaintiff,
[redacted]

CT Corporation

Service of Process Transmittal

02/24/2022
CT Log Number [redacted]

TO: Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in New Jersey**

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:	Re: [redacted] To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Complaint, Attachment(s), Statement
COURT/AGENCY:	Monmouth County Superior Court, Law Division, NJ Case # [redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2021 Ford Explorer, Vehicle Identification Number [redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, West Trenton, NJ
DATE AND HOUR OF SERVICE:	By Process Server on 02/24/2022 at 03:49
JURISDICTION SERVED :	New Jersey
APPEARANCE OR ANSWER DUE:	Within 35 days from the date of receipt, not counting the date of receipt
ATTORNEY(S) / SENDER(S):	Jacqueline C. Herritt Kimmel & Silverman, P.C. Executive Quarters 1930 E. Marlton Pike Suite Q29 Cherry Hill, NJ 08003 856-429-8334
ACTION ITEMS:	CT has retained the current log, Retain Date: 02/24/2022, Expected Purge Date: 03/01/2022 Image SOP
REGISTERED AGENT ADDRESS:	C T Corporation System 820 Bear Tavern Road West Trenton, NJ 08628 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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Wolters Kluwer

PROCESS SERVER DELIVERY DETAILS

Date: Thu, Feb 24, 2022

Server Name: Drop Service

Entity Served	FORD MOTOR COMPANY
Case Number	[redacted]
Jurisdiction	NJ

[redacted]

SUMMONS

Attorney(s) JACQUELINE C. HERRITT, ESQUIRE
Office Address Executive Quarters
1930 E. Marlton Pike, Suite Q29
Town, State, Zip Code Cherry Hill, NJ 08003
Telephone Number 856-429-8334
Attorney(s) for Plaintiff
Stephanie Gurrieri

Superior Court of New Jersey

MONMOUTH COUNTY COUNTY
LAW DIVISION
~~Docket No: MON-L-537-22~~

Plaintiff(s)

Vs.
Ford Motor Company

Defendant(s)

CIVIL ACTION SUMMONS

~~From The State of New Jersey To The Defendant(s) Named Above~~:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/pro se/10153 deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of $175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153 deptyclerklawref.pdf.

Michelle M. Smith
Clerk of the Superior Court

Dated: February 24, 2022

Name of Defendant to Be Served: Ford Motor Company

Address of Defendant to Be Served: 820 Bear Tavern Road, West Trenton, NJ

Revised 11/17/2014, CN 10792-English (Appendix XII-A)

Jacqueline C. Herritt, Esquire
Identification No. 009131997
KIMMEL & SILVERMAN, P.C.
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

ATTORNEY FOR PLAINTIFF

[redacted] Plaintiff, v. Ford Motor Company Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION – MONMOUTH COUNTY CIVIL ACTION NO.

COMPLAINT

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the State of New Jersey, 20 Northgate Dr, Howell, NJ, 07731.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with an address of Ford Consumer Affairs, 16800 Executive Plaza Drive, Dearborn, MI 48126. Defendant can be served at this address.

3. Plaintiff brings this Complaint seeking repurchase or replacement of the involved motor vehicle, at Plaintiff's option, pursuant to the New Jersey Lemon Law and as such, the Lemon Law is Plaintiff's fundamental cause of action. The Plaintiff's claims under the Magnuson Moss Warranty Act are secondary to the Plaintiff's Lemon Law claims and are sought by the Plaintiff as an alternative plea for relief should the trier of fact and law determine that the vehicle's repair history does not warrant the relief provided by the Lemon Law.

BACKGROUND

4. On or about October 13, 2021, Plaintiff leased a new 2021 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number [redacted]

5. The vehicle was leased in the State of New Jersey and is registered in the State of New Jersey.

6. 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 $29,769.11. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

7. 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.

8. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiff.

9. The parties' bargain includes an express 5 year/60,000 mile warranty, as well as other guarantees, affirmations and undertakings as stated in Defendant's warranty materials and owner's manual.

10. 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.

11. During the first 24 months and/or 24,000 miles, Plaintiff complained on at least three (3) occasions about defects and or non-conformities to the following vehicle components: air bag; transmission; and engine. The vehicle was out of service for over 90 days. True and correct copies of all invoices in Plaintiff possession are attached hereto, made a part hereof, and marked Exhibit "B".

12. The vehicle continues to exhibit the foregoing defects and nonconformities which substantially impair its use, value and/or safety.

COUNT I
NEW JERSEY MOTOR VEHICLE WARRANTY ACT

13. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

14. Plaintiff is a "Consumer" as defined by N.J.S.A. §56:12-30.

15. Defendant, is a "Dealer" and/or "Manufacturer" as defined by N.J.S.A. §56:12-30.

16. On or about October 13, 2021, Plaintiff took possession of the above mentioned vehicle and experienced "Nonconformities" as defined by N.J.S.A. §56:12-30, which substantially impair the use, value and/or safety of the vehicle.

17. Defendant through its authorized dealer failed to provide written notification that the vehicle was covered by the New Jersey Motor Vehicle Warranty Act as provided in N.J.S.A. §56:12-34(c). Plaintiff believes and therefore avers said failure is a *per se* violation of the New Jersey Consumer Fraud Act, N.J.S.A. §56:8-1 et seq., as well as a violation of the New Jersey Motor Vehicle Warranty Act §N.J.S.A. 56:12-29 et seq.

18. The persistence of the Nonconformities described herein violate the express written warranties issued to Plaintiff by Defendant.

19. §56:12-32 of the New Jersey Motor Vehicle Warranty Act provides:

> a. If, during the period specified in section 3 of this act, the manufacturer... or its dealer or distributer, is unable to repair or correct the a nonconformity within a reasonable time, the manufacturer... shall accept return of the motor vehicle from the consumer. In the case of a motor vehicle... the manufacturer shall provide the consumer with a full refund of the purchase price of the original motor vehicle including any stated credit or allowance for the consumer's used motor vehicle, the cost of any options or other modifications arranged, installed, or made by the manufacturer or its dealer within 30 days after the date or original delivery, and any other charges or fees including, but not limited to, sales tax, license and registration fees, finance charges, reimbursement for towing and reimbursement for actual expenses incurred by the consumer for the rental of a motor vehicle equivalent to the consumer's motor vehicle and limited to the period during which the consumer's motor vehicle was out of service due to a nonconformity, less a reasonable allowance for vehicle use.

20. §56:12-33 of the New Jersey Motor Vehicle Warranty Act provides a presumption of a reasonable number of repair attempts:

a. It is presumed that a manufacturer…or its dealer is unable to repair or correct a nonconformity within a reasonable time if, within the first 24,000 miles of operation or during the period of two years following the date of original delivery of the motor vehicle to the a consumer, whichever is the earlier date:

(1) Substantially the same nonconformity has been subject to repair three or more times by the manufacturer…or its dealer or distributor, other than a nonconformity subject to examination or repair pursuant to paragraph (3) of this subsection because it is likely to cause death or serious bodily injury if the vehicle is driven and the nonconformity continues to exist;

(2) The motor vehicle is out of service by reason of repair for one or more nonconformities for a cumulative total of 20 or more calendar days…since the original delivery of the motor vehicle and a nonconformity continues to exist; or

(3) A conformity which is likely to cause death or serious bodily injury if the vehicle is driven has been subject to examination or repair at least once by the manufacturer…or its dealer or distributor, and the nonconformity continues to exist.

b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer…or the dealer or distributor, has received written notification, by or on behalf of the consumer, by certified mail return receipt requested, of a potential claim pursuant to the provisions of this act and has had one opportunity to repair or correct the defect or condition within 10 calendar days following receipt of the notification. Notification by the consumer shall take place any time after the motor vehicle has had substantially the same nonconformity subject to repair two or more times or has been out of service by reason of repair for a cumulative total of 20 or more calendar days…or with respect to a nonconformity which is likely to cause death or serious bodily injury if the vehicle is driven, the conformity has been subject to examination or repair at least once by the manufacturer…or its dealer or distributor, and the nonconformity continues to exist.

21. 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.

22. In addition, the above vehicle has or will be out of service by reason of the Nonconformities complained of for a cumulative total of twenty (20) or more calendar days.

23. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions.

24. After a reasonable number of attempts, Defendant was unable to repair the Nonconformities.

25. Plaintiff has been and will continue to be financially damaged due to Defendant's intentional, reckless, wanton, and negligent failure to comply with the provisions of N.J.S.A. §56:12-29 et seq.

26. Plaintiff has provided Defendant with a final repair opportunity prior to filing this Complaint.

27. Pursuant to N.J.S.A. §56:12-29 et seq., Plaintiff seeks relief for losses due to the Nonconformities and defects affecting the above-mentioned vehicle in addition to reasonable attorney 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.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

28. Plaintiff hereby incorporates all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

29. Plaintiff is a "consumer" as defined by 15 U.S.C. §2301(3).

30. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4), (5) and (8), respectively.

31. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

32. By the terms of its express warranties, implied warranties, affirmations, promises, or service contracts, Defendant agreed to perform effective repairs at no charge for parts and/or labor.

33. 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.

34. Defendant has made attempts on several occasions to comply with the terms of its express warranties, implied warranties and contracts; however, such repair attempts have been ineffective.

35. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> 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.

36. Plaintiff has afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

37. As a direct and proximate result of Defendant's failure to comply with its express warranties, implied warranties and contracts, Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, and Plaintiff has suffered damages 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.

38. As a direct and proximate result of Defendant's failure to comply with its express implied warranties and contracts, Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1) and NJ Stat.Ann 12A, including but not limited to 12A:2-713, 12A:2-714 and 12A:2-715 and/or 12A:2A-518, 12A:2A-519 and 12A:2A-520, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief and hereby does so through this Complaint.

39. Plaintiff avers Defendant's informal dispute settlement mechanism is not in compliance with 16 CFR 703 with regards to the claims set forth herein.

40. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiff has justifiably relied upon Defendant's express warranties and implied warranty of fitness for a particular purpose and implied warranty of merchantability.

41. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiff was relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiff has incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

44. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim set forth herein, all attorney fees and costs 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.

KIMMEL & SILVERMAN, P.C.

By: _____

JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff
Executive Quarters
1930 E. Marlton Pike, Suite Q29
Cherry Hill, NJ 08003
(856) 429-8334

JURY-DEMAND

Plaintiff hereby demands a trial by jury as to all the issues

KIMMEL & SILVERMAN, P.C.

By: _____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R.4:15-1

Upon knowledge and belief I hereby certify that there are no other actions or arbitrations related to this suit pending or presently contemplated.

KIMMEL & SILVERMAN, P.C.

By: _____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, Jason L. Greshes, Attorney ID Number 037512001, is designated as trial counsel for plaintiff, Stephanie Gurrieri, in this case.

KIMMEL & SILVERMAN, P.C.

By: _____
JACQUELINE C. HERRITT, ESQUIRE
Attorney for Plaintiff

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LEASE

NEW JERSEY MOTOR VEHICLE LEASE AGREEMENT

FORD CREDIT

www.ford.com/finance
1-800-727-7000

DATE 10/13/2021

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)

[redacted]

N/A

LESSOR (Name, Address, and Phone Number)

FREEHOLD FORD INC
3572 ROUTE 9 SOUTH
FREEHOLD, NJ 07728

"Finance Company" is Ford Motor Credit Company. The **"Holder"** is CAB East LLC and its assigns, whose address is P.O. Box 105704; Atlanta, GA 30348-5704. By signing **"You"** (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the WearCare Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	10	2021 Ford Explorer	[redacted]	Personal

# of Cylinders	Transmission	Brakes	Steering	Air Conditioning	MSRP	Prior Use (If odometer exceeds 1,000 miles)
6	Auto	Power	Power	Yes	$ 59,440.00	N/A

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1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. Payments	3. Other Charges (not part of Your monthly payment)	4. Total of Payments (The amount You will have paid by the end of the lease)
	(a) Monthly Payments Your first monthly payment of $ 700.00 is due on 10/13/2021, followed by 35 payments of $ 700.00 due on the 12th day of each month. The total of Your monthly payments is $ 25,200.00.	Disposition fee (if You do not purchase the Vehicle) $ 395.00	
	(b) Advance Payment Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A.	N/A N/A	
$ 4,874.11		Total $ 395.00	$ 29,769.11

*** Itemization of Amount Due at Lease Signing or Delivery**

5. Amounts Due At Lease Signing or Delivery:		6. How the Amount Due At Lease Signing or Delivery will be paid:	
a. Capitalized cost reduction	$ 4,174.11	a. Net trade-in allowance	$ 1,334.61
b. First monthly payment	700.00	b. Rebates and noncash credits	2,500.00
c. Advance payment	N/A	c. Amount to be paid in cash	1,039.50
d. Refundable security deposit	N/A	d. N/A	N/A
e. Title fees	N/A		
f. Registration fees	N/A		
g. Acquisition fee	N/A		
h. N/A	N/A		
i. N/A	N/A		
j. N/A	N/A		
k. N/A	N/A		
l. N/A	N/A		
m. N/A	N/A		
n. N/A	N/A		
o. N/A	N/A		
p. N/A	N/A		
q. N/A	N/A		
r. N/A	N/A		
s. N/A	N/A		
t. N/A	N/A		
Total	$ 4,874.11	Total	$ 4,874.11

7. Your payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 57,283.14) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (See Item 19)**		$ 59,012.22
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	-	4,174.11
c. **Adjusted capitalized cost.** The amount used in calculating Your base payment	=	54,838.11
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	-	32,692.00
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	=	22,146.11
f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	3,053.89
g. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge	=	25,200.00
h. **Lease payments.** The number of payments in Your lease	+	36
i. **Base payment**	=	700.00
j. **Sales / Use tax**	+	N/A
k. N/A	+	N/A
l. N/A	+	N/A
m. **Total payment**	$	700.00
n. **Lease term in months**		36

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, **You must pay** to Lessor $0.25 per mile for each mile in excess of 36,010 miles shown on the odometer. See Items 23 and 28 and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0.N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than **$1.00.**

10. Purchase Option at End of Lease Term, $ 33,192.00 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

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12. WARRANTY The Vehicle is covered by any warranty indicated below:

☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ N/A

13. OFFICIAL FEES AND TAXES $ 347.00

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with **(a)** comprehensive fire and theft insurance with a **maximum deductible** amount of **$1,000**; and **(b)** collision and upset insurance with a **maximum deductible** of **$1,000**; and **(c)** automobile liability insurance with **minimum limits** for bodily injury or death of $ 15,000.00 for any one person and $ 30,000.00 for any one accident, and $ 5,000.00 for property damage.

You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance $ N/A (Initial Coverage) $ N/A **(Premium)**

N/A
(Insured(s))
N/A
(Insurance Company)

Lessee: xA N/A Co-Lessee: xA N/A

b. Credit Disability Insurance $ N/A (Monthly Coverage) $ N/A **(Premium)**

N/A
(Insured(s))
N/A
(Insurance Company)

Lessee: xB N/A Co-Lessee: xB N/A

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within **10 days** after it is due. The charge is **7.5%** of the full amount of the scheduled payment or **$50.00** whichever is less.

17. LESSOR SERVICES (See Item 22) N/A N/A

18. TOTAL COST OF THE LEASE

$ 62,566.11 (as defined under New Jersey law)

****19. Itemization of Gross Capitalized Cost**

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 57,283.14	+ $ N/A	+ $ N/A	+ $ 339.50	+ $ N/A	+ $ 645.00	+ $ 499.00
NJ Tire Fee	On-line Processing Fee	Supplemental Title Fee	N/A	N/A	N/A	N/A
+ $ 7.50	+ $ 8.95	+ $ 229.13	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	**Total Gross Capitalized Cost**
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 59,012.22

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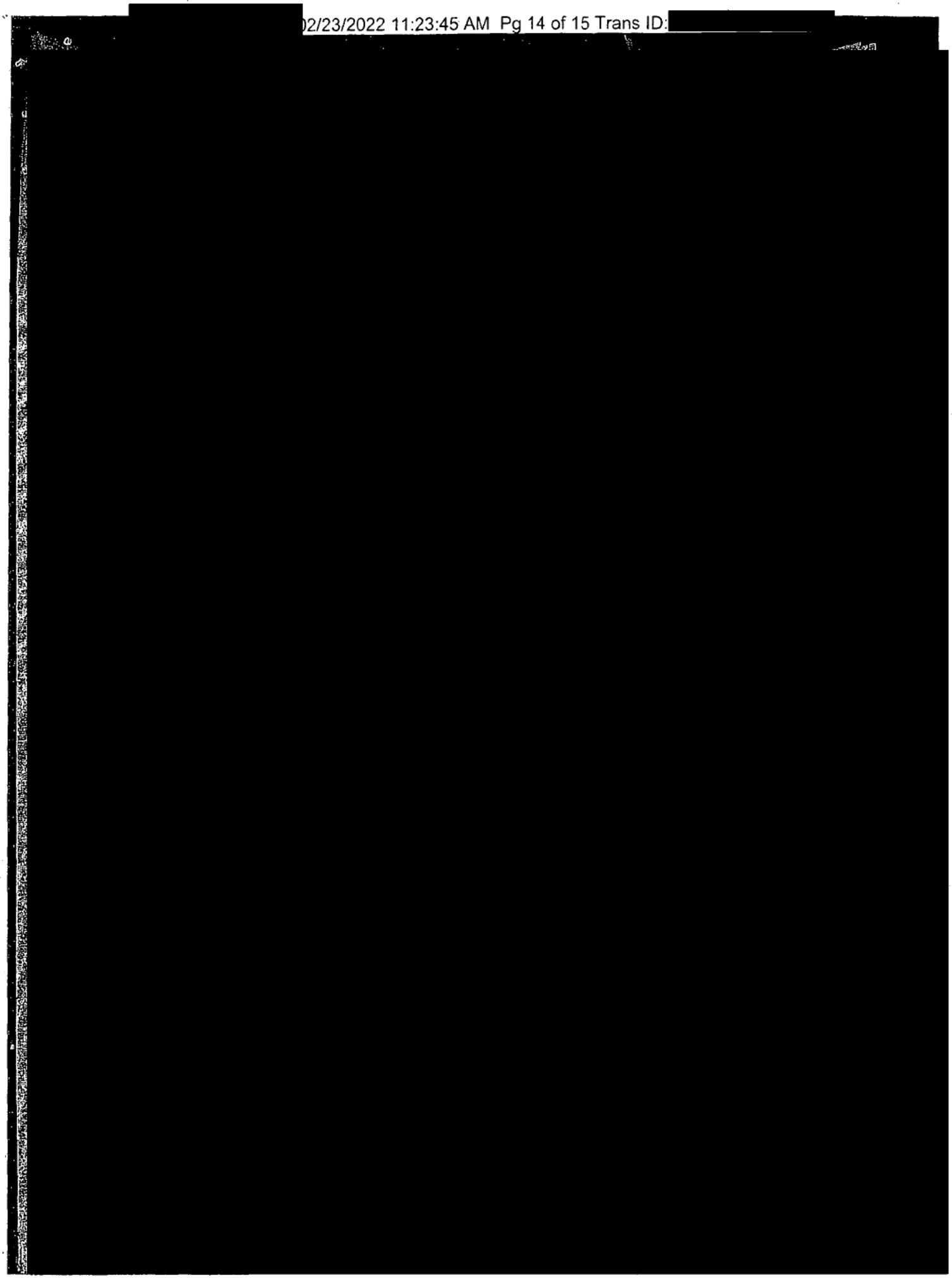
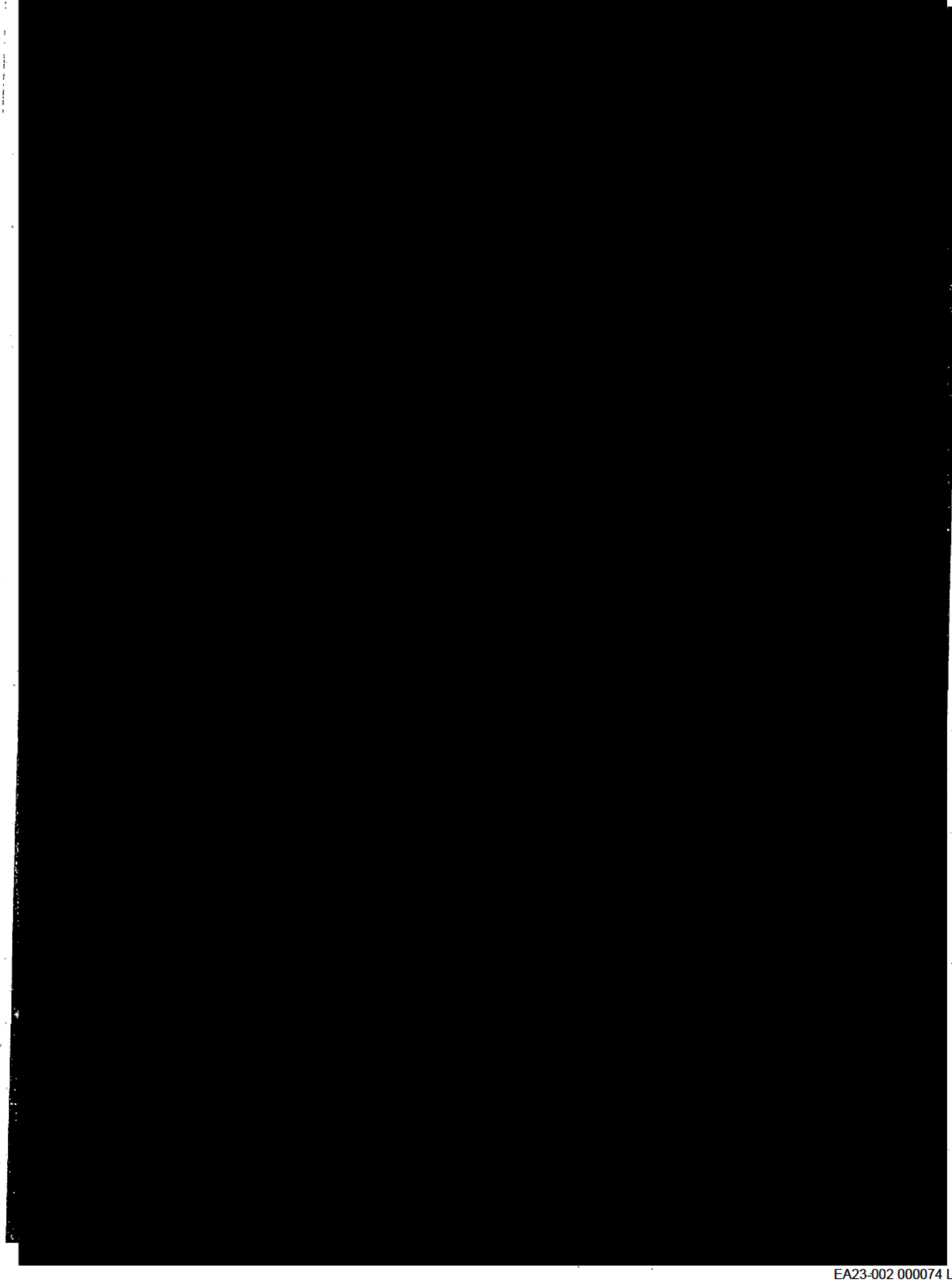




Civil Case Information Statement

Case Details: MONMOUTH | Civil Part Docket# [redacted]

Case Caption: [redacted] VS FORD MOTOR COMPANY
Case Initiation Date: 02/23/2022
Attorney Name: JACQUELINE C HERRITT
Firm Name: KIMMEL & SILVERMAN, PC
Address: 1930 E MARLTON PIKE STE Q29
CHERRY HILL NJ 080030000
Phone: 8564298334
Name of Party: PLAINTIFF : [redacted]
Name of Defendant's Primary Insurance Company (if known): Unknown

Case Type: LEMON LAW
Document Type: Complaint with Jury Demand
Jury Demand: YES - 6 JURORS
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: Stephanie Gurrieri? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO
If yes, please identify the requested accommodation:

Will an interpreter be needed? NO
If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

02/23/2022
Dated

/s/ JACQUELINE C HERRITT
Signed

ROBERT M. SILVERMAN[+*-]
CRAIG THOR KIMMEL[+-^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[♠] Member, OH Bar
[□] Member, NH Bar
[±] Member, CT Bar
[“] Member, TN Bar
[µ] Member, WY Bar
[¥] Member, DC Bar
[¢] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[ª] Member, AZ Bar
[”] Member, TX Bar
[§] Member, MI Bar
[£] Member, WV Bar
[&] Member, IL Bar
[>] Member, IN Bar

KIMMEL & SILVERMAN P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Avenue
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
NEW YORK OFFICE, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
SAN FRANCISCO, CA OFFICE, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
SAN DIEGO, CA OFFICE, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817
LOS ANGELES, CA OFFICE, 1055 West 7th Street, 33rd Floor, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT[-*#¥·○/♠]
ROBERT A. RAPKIN[+]
ANGELA K. TROCCOLI[□±]
JOSEPH D. STEWARD III[¢]
W. CHRISTOPHER COMPONOVO[x#¥£]
JASON L. GRESHES +*-[¥]
CHAD P. DOMAN[+£]
JACOB U. GINSBURG[+§]
MICHAEL MILEWSKI[+*]
BLAKE K. WALSH[“&>]

February 3, 2022

VIA EMAIL ONLY
ogcclaim@ford.com

Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

Re: **Mr. [redacted] v. Ford Motor Company**
Vehicle: 2021 Ford Explorer
Date of Purchase: 10/20/2021
Place of Purchase: Freehold Ford
VIN: [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the NJ Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Jacqueline C. Herritt
KIMMEL & SILVERMAN, PC

JCH\nc
cc: Stephanie Gurrieri

[redacted]

Service of Process Transmittal Summary

TO: Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in Michigan**

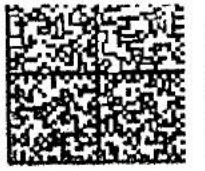
FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Re: [redacted], individually and on behalf of all others similarly situated // To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Return, Complaint, Exhibit(s)
COURT/AGENCY:	Michigan Eastern District - U.S. District Court, MI Case # [redacted]
NATURE OF ACTION:	Product Liability Litigation - Manufacturing Defect - Ford vehicles equipped with 2.7L or 3.0L "EcoBoost" engines, Bronco, F150, Ford Edge, Lincoln Nautilus, Explorer, Aviator
PROCESS SERVED ON:	The Corporation Company, Plymouth, MI
DATE/METHOD OF SERVICE:	By Traceable Mail on 10/17/2023 postmarked on 10/11/2023
JURISDICTION SERVED:	Michigan
APPEARANCE OR ANSWER DUE:	Within 21 days after service, Not counting the day of receipt
ATTORNEY(S)/SENDER(S):	Dennis A. Lienhardt The Miller Law Firm, P.C. 950 W. University Drive Suite 300 Rochester, MI 48307 248-841-2200
ACTION ITEMS:	CT has retained the current log, Retain Date: 10/18/2023, Expected Purge Date: 10/23/2023 Image SOP
REGISTERED AGENT CONTACT:	The Corporation Company 40600 Ann Arbor Road E Suite 201 Plymouth, MI 48170 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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.



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M MILLER
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950 W. University Dr., Suite 300
Rochester, MI 48307

Ford Motor Company
c/o The Corporation Company
40600 Ann Arbor Road E, Ste 201
Plymouth, MI 48170

[redacted]

EA23-002 000080 LC

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Eastern District of Michigan

[redacted]

Plaintiff,

v.

Ford Motor Company

Defendant.

Civil Action No. 2:23-cv-12563

Hon. Terrence G. Berg

SUMMONS IN A CIVIL ACTION

To: Ford Motor Company

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Dennis A. Lienhardt
The Miller Law Firm, P.C.
950 W. University Drive
Suite 300
Rochester, MI 48307

If you fail to respond, judgment by default may be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

KINIKIA D. ESSIX, CLERK OF COURT

By: s/D.Jennings
Signature of Clerk or Deputy Clerk

Date of Issuance: October 11, 2023

[redacted]

AO 440 (Rev. 06/12) Summons in a Civil Action

Summons and Complaint Return of Service

Case No. [redacted]
Hon. Terrence G. Berg

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* Ford Motor Company
was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____ , a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____
_____ .

My fees are $ _____ for travel and $ _____ for services, for a total of $ _____ .

I declare under penalty of perjury that this information is true.

Date: _____

_____
Server's signature

_____
Printed name and title

_____
Server's address

Additional information regarding attempted service, etc:

[redacted]

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

[redacted] individually and on behalf of all others similarly situated, Plaintiff, v. FORD MOTOR COMPANY, Defendant.	Case No.: **JURY TRIAL DEMANDED**

CLASS ACTION COMPLAINT

Plaintiff [redacted] ("Plaintiff"), individually and on behalf of all others similarly situated (the "Class," as more fully defined below), hereby alleges against the Defendant, Ford Motor Company ("Ford" or "Defendant"), upon personal knowledge as to himself and his own acts, and as to all other matters upon information and belief, and based upon the investigation made by the undersigned counsel, as follows:

I. NATURE OF THE CASE

1. Plaintiff seeks damages and equitable relief, individually and on behalf of all other Class members, for Ford's sale and lease of Class Vehicles that suffer from a structural defect in their valvetrains that makes the vehicles susceptible to catastrophic engine failure, exposing occupants to great risk of bodily harm.

2. The Class Vehicles, as that term is used herein, are certain Ford vehicles equipped with 2.7L or 3.0L "EcoBoost" engines containing intake valves made out of "Silchrome Lite." Vehicles equipped with such engines include: the Ford Bronco (model year 2022); the Ford F-150 (model year 2021-2022); the Ford Edge (model year 2021-2022); the Lincoln Nautilus (model year 2021-2022); the Ford Explorer (model year 2021-2022); and the Lincoln Aviator (model year 2021-2022).

3. Lurking inside the engines of the Class Vehicles are intake valves manufactured out of an alloy known as "Silchrome Lite," a material that becomes excessively hard and brittle if exposed to over-temperatures during the machining of the component.

4. These structurally-compromised intake valves cannot withstand the pressures placed upon them and risk fracturing (the "Valvetrain Defect").

5. When this occurs, the consequence can be sudden, catastrophic engine failure and a loss of motive power. In the aftermath of such an event, the only repair available is a full engine replacement.

6. If the Valvetrain Defect causes catastrophic engine failure during high-velocity driving, this poses a high risk of injury not just to the driver of the vehicle, and any passengers, but also to those in the immediate surrounding area who have to contend with a speeding hunk of metal whose driver has lost control.

7. Ford stopped manufacturing valves made out of "Silchrome Lite" in October 2021, opting instead for a different, more resilient alloy that is less prone to fracture.

8. Consumers began to experience vehicle failure as a result of the Valvetrain Defect soon after purchasing their Class Vehicles.

9. As early as March 2022, consumers sent letters to the Office of Defects Investigation (ODI) at the National Highway Traffic Safety Administration (NHTSA) complaining about the defect, raising questions about the integrity of the Ford Bronco, and requesting an investigation.

10. The ODI then opened a formal investigation into the matter on July 22, 2022, after identifying 26 complaints alleging catastrophic engine failure and the sudden loss of motive power at highway speeds in affected vehicles.

11. Despite Ford's longstanding knowledge as to the discrete cause of the defect, as evidenced by its purposeful decision to alter its manufacturing processes and stop using "Silchrome Lite," Ford has yet to initiate a recall of all affected vehicles. Nor has Ford offered its customers an adequate repair or replacement of their defective valves, or compensated consumers for the diminished value caused by the Valvetrain Defect.

12. Ford's failure to implement a recall is particularly egregious, where, as here, the consequences of the defect are potentially enormous and place drivers and their passengers at an unacceptably high risk of bodily injury.

13. Each purchaser or lessee of a Class Vehicle unwittingly paid for a vehicle with an undisclosed and significant safety defect. Each of these purchasers and lessees were damaged in that they paid more for their Class Vehicles than they would have paid had they known about the Valvetrain Defect or in that they would not have purchased or leased their Class Vehicles at all had they been informed of the defect.

II. JURISDICTION AND VENUE

14. This Court has diversity jurisdiction over this action under 28 U.S.C. §§ 1332(a) and (d) because the amount in controversy for the Class exceeds $5,000,000 and Plaintiff and one or more of the other Class members are citizens of a different state than Defendant.

15. This Court has personal jurisdiction over Ford because it is a Michigan corporation with its corporate headquarters located in this district.

16. Additionally, Ford has purposefully availed itself of the privilege of conducting business in the State of Michigan by advertising and selling its manufactured vehicles (including the Class Vehicles) within the State's boundaries, providing another basis for personal jurisdiction.

17. Venue is proper in this District under 28 U.S.C. § 1391 because Ford resides within this district and a substantial part of the events giving rise to Plaintiffs' claims occurred within this district.

III. PARTIES

A. Plaintiff

18. [redacted] is domiciled in Tampa, Florida.

19. [redacted] a 2022 Ford Bronco Wildtrak equipped with a 2.7L EcoBoost engine.

20. According to his vehicle's VIN number, it was manufactured before October 2021.

21. He purchased his 2022 Ford Bronco new from Brandon Ford, a Ford dealership in Tampa, Florida.

22. Prior to purchasing his 2022 Ford Bronco, [redacted] saw multiple commercials for the vehicle that promoted the vehicle's reliability and durability and he also spoke with a sales representative.

23. [redacted] also relied upon the information in the Monroney sticker on the vehicle at the time of purchase. He still possesses the sticker.

24. Ford did not disclose the Valvetrain Defect through any of these avenues.

25. Ford failed to disclose the Valvetrain Defect to [redacted] before he purchased his 2022 Ford Bronco, despite Ford's knowledge of the defect, and [redacted] therefore, purchased his vehicle with the incorrect understanding that it would be a safe and reliable vehicle.

26. Had Ford disclosed the Valvetrain Defect, [redacted] would not have purchased his vehicle, or he certainly would have paid less for it.

B. Defendant

27. Defendant Ford Motor Company is a corporation organized under the laws of the State of Delaware and headquartered in Dearborn, Michigan.

28. Ford is responsible for the manufacturing, sales, marketing, service, distribution, import, and export of the Class Vehicles. Ford is also the warrantor and distributor of Ford vehicles, including the Class Vehicles, throughout the United States.

29. To sell vehicles to the general public, Ford enters into agreements with authorized dealerships who engage in retail sales with consumers such as Plaintiff. In return for the exclusive right to sell new Ford-branded vehicles, authorized dealerships are also permitted to service and repair these new vehicles under the warranties Ford provides directly to consumers. All service and repair at an authorized dealership is completed according to Ford instructions, issued through service manuals, TSBs, and other documents. Per the agreements between

Ford and the authorized dealers, consumers like Plaintiff can receive services under Ford's warranty at dealer locations that are convenient to them. These agreements provide Ford with a significant amount of control over the actions of the authorized dealerships. For example, Ford employees are appointed as managers for particular regions of the United States and their responsibilities include managing the day-to-day operations of the dealerships located within their regions.

30. Ford developed and disseminated the owner's manual and warranty booklets, advertisements, and other promotional material relating to the Class Vehicles. Ford is also responsible for the production and content of the information on the Monroney Stickers.

31. Ford is the drafter of the warranties it provides to consumers nationwide, the terms of which unreasonably favor Defendant. Consumers are not given a meaningful choice in the terms of the warranties provided by Defendant, and those warranties are offered on a "take it or leave it" basis.

IV. FACTUAL ALLEGATIONS

A. Nature of the Defect

32. Each of the Class Vehicles are equipped with either a 2.7L or a 3.0L EcoBoost engine containing intake valves made out of "Silchrome Lite."

33. In simple terms, the function of an intake valve is to regulate the flow of the mixture of fuel and air that is drawn into an engine's cylinder for combustion.

34. To perform this vital function, the valves must be able to withstand the extreme conditions of the combustion chamber.

35. If they are not fixed promptly, broken valves can seriously damage the overall integrity of the engine and its performance.

36. Due to a loss of compression, the engine of a vehicle with compromised intake valves will sputter and misfire when the vehicle is in motion. If the valve fully breaks apart, its component pieces can then get sucked into the combustion chamber itself, causing irreversible damage to the pistons and cylinder heads.

37. Due to the Valvetrain Defect, the intake valves in the Class Vehicles are composed of a compromised material—"Silchrome Lite"—that cannot withstand the intense pressures foisted upon them during the regular operation of the vehicle.

38. If not remedied immediately, these structural infirmities in the intake valves will give way to stress fractures, resulting in sudden and catastrophic engine damage.

B. NHTSA Investigation

39. In March 2022, aggrieved consumers penned a series of letters petitioning NHTSA to launch a defect investigation into Ford for problems stemming from the 2.7L EcoBoost engine.

40. The first of these letters was dated March 17, 2022[1], the second was dated March 18, 2022[2], and the final letter was dated March 29, 2022[3].

41. The letters each contained substantially similar allegations, namely that (1) the 2021 Ford Bronco suffered from a known defect that causes catastrophic engine failure, (2) Ford was aware of the defect as evidenced by internal documents, (3) Ford has not communicated with owners about the defect, which poses major safety issues, (4) 35 people have filed complaints about the issue on NHTSA's website, and (5) there was an urgent need for a recall to prevent serious injury.

42. According to the author of the first letter, the Valvetrain Defect posed:

> a major safety issue in that the catastrophic engine failure has already left hundreds of people stranded on roadways nationwide. Some have barely avoided major injury when their vehicles have had complete power loss at freeway speeds in traffic, others in the middle of busy intersection with no ability to get out of harms way, and still others have been stranded for hours in freezing conditions waiting for help.

43. The author further noted that Ford was aware of the defect:

[redacted]

> Ford needs to recall the affected units immediately for proactive replacement of the parts causing the total failure of this engine. They have clearly acknowledged the problem by stopping production and implementing a change to this engine before resuming production. In fact, an internal Ford memo documents these changes. It appears as if all 2.7L EcoBoost engines build and installed in the 2021 Ford Bronco built between May 2021 and November 2021 are affected by these failures.

44. The author concluded his letter by pleading with federal authorities to get involved: "Please initiate an investigation into this known defect so that we may prevent serious injury or possible death."

45. Shortly after receiving this trio of letters, on May 27, 2022, the ODI opened a Defect Petition to evaluate whether to grant or deny the petitioners' request to investigate the Ford Bronco.[4]

46. On July 22, 2022, ODI elected to proceed and open an investigation (or "Preliminary Evaluation") into the 2021 Ford Bronco. The "Problem Description" was as follows: "Under normal driving conditions without warning the vehicle may experience a loss of motive power without restart due to the catastrophic engine failure related to an alleged fault valve within 2.7 L Eco-Boost Engines."[5]

[redacted]

47. The purpose of the investigation was to "assess the scope, frequency, and potential safety-related consequences of the alleged defect."[6]

48. The problem would prove to be worse and more widespread than originally anticipated.

49. As ODI explained in its subsequent statement released on September 29, 2023, where it authorized a full-scale engineering analysis into the defect, ODI's preliminary evaluation had revealed that the alleged defect also affected vehicles equipped with 3.0L EcoBoost engines.[7]

50. In other words, this defect was not limited to the 2021 Ford Bronco, as alleged in the initial petition letters, but it also affected a much wider range of models. ODI estimated the total number of affected vehicles was 708,837. [8]

51. ODI observed the following about the root cause of the defect:

> During the investigation, multiple contributing factors were identified which can lead to the fracturing of the intake valves in the subject engines. Ford acknowledged that a fractured intake valve can result in catastrophic engine failure and a loss of motive power and noted that following a valve fracture, a vehicle typically requires a full engine replacement. Ford advised ODI that the defective valves were manufactured out of a specific alloy known as "Silchrome Lite", which can become excessively hard and brittle if an over-temperature condition occurs during machining of the component…Ford has identified that the defective intake valves commonly fail early in a vehicle's life and has suggested that the majority of failures have already occurred.

[redacted]

52. To date, Ford has yet to declare a recall targeting the Valvetrain Defect.

C. Ford Is on Notice of the Defect

53. Ford knew about the Valvetrain defect when it sold Plaintiff his vehicle. Such knowledge can be imputed from Ford's field-testing procedures, its purposeful decision to stop makings its valves out of "Silchrome Lite," and its presumed compliance with the TREAD Act, an expansive federal law that requires, among other things, for vehicle manufacturers to track vehicles' diagnoses and repairs for alleged defects in a single, aggregated database. 49 § 30166(m)(3)(A)(West).

54. Like all major vehicle manufacturers, Ford performs comprehensive field testing on its vehicles before the company releases vehicles on the consumer market. Considering that this Defect manifests early in the lifespan of the affected vehicles, standard, pre-release field testing would have alerted Ford engineers to the existence of the Valvetrain Defect. However, Ford failed to act on this knowledge. Instead of delaying the release of the Class Vehicles until its engineers could get to the bottom of the Defect, Ford instead proceeded full steam ahead with the rollout, releasing vehicles into the stream of commerce that it knew contained brittle intake valves suffering from the Defect.

55. Ford subsequently marketed and sold these vehicles to unsuspecting consumers without disclosing the safety risk or warning to Class members. In making this series of decisions, Ford placed its own interests ahead of those of consumers.

56. Further, Ford purposefully stopped using "Silchrome Lite" as early as October 2021. This "design modification," as explained in the ODI materials, "changed the intake valve material to a different alloy known as "Silchrome 1," that is less susceptible to over-temperature during machine grinding."[9]

57. Ford was also put on notice about the Defect's existence from a cascade of information pouring into its dealerships from frustrated customers, who were taking their cars in for repair and complaining to Ford mechanics about sudden loss of motive power. Pursuant to its obligations under the TREAD Act, Ford had to meticulously document and aggregate these types of consumer-driven field reports and the accompanying warranty data they produced. Indeed, Ford, like any major vehicle manufacturer, likely has compliance officers whose entire job is to make sure the company complies with its "early warning" reporting obligations under the TREAD Act. [10]

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[9] *Id.*

[10] Of the major American car manufacturers, Ford is perhaps uniquely aware of the duties imposed upon it by the TREAD Act. Ford was responsible for the passage of the TREAD Act. Congress passed the sweeping law in 2000 largely in response to anger at Ford's failure to notify NHTSA of numerous tire-related safety campaigns

58. In addition to the warranty data produced by customers bringing in their defective vehicles for repair, Ford was also put on notice about the Defect through NHTSA complaints.

59. As ODI noted in its statement on July 22, 2022, when it opened a preliminary investigation into the 2021 Ford Bronco, numerous complaints were posted to NHTSA.gov documenting the Valvetrain Defect.[11]

60. For every complaint that a consumer files with NHTSA, a car manufacturer likely receives hundreds, or even thousands, of related warranty claims.[12]

61. Through monitoring warranty data and NHTSA activity—which is required to be in full compliance with the TREAD Act—Ford knew, or should

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conducted in overseas markets related to the Ford Explorer. *See* Kevin M. McDonald, *Don't Tread on Me: Faster Than A Tire Blowout, Congress Passes Wide-Sweeping Legislation That Treads on the Thirty-Five Year Old Motor Vehicle Safety Act*, 49 Buff. L. Rev. 1163, 1163 (2001).

[11] Ex. 5, https://static.nhtsa.gov/odi/inv/2022/INOA-PE22007-7888.PDF. ODI specifically referenced the following NHTSA complaints: 11448171, 11448461, 11450659, 11450702, 11450737, 11450788, 11450871, 11450879, 11451158, 11451503, 11451957, 11452074, 11452692, 11453669, 11453933, 11454098, 11455294, 11456219, 11456713, 11459262,11460124, 11460125, 11461178, 11463199, 11463296, and 11464516.

[12] For comparison, in a different case—this one involving Honda—Honda, as is mandated by federal regulations, prepared a section 573.6(b)(6) report for NHTSA detailing the history of its investigation into a potential defect. *See* https://static.nhtsa.gov/odi/rcl/2017/RMISC-17V418-5009.pdf. In that report, Honda noted that a potential defect involving a "thermal event" was suspected in some 3,826 warranty claims, even though "zero field reports" were reported.

have known, of the Defect soon after the rollout of the 2020 Ford Explorer, well before it sold a defective vehicle to Plaintiff.

62. The Valvetrain Defect, by stripping vehicles of their motive power—a catastrophic failure that can occur at any moment, including during highway driving—poses an unreasonable safety hazard.

63. This defect is not the equivalent of a broken CD player; it is a problem that makes these Class Vehicles fundamentally unfit to drive unless and until the faulty, brittle valves are replaced.

64. Discovery will show that Ford unlawfully failed to disclose the Defect to induce Plaintiff and other Class Members to purchase or lease the Class Vehicles.

65. Defendant engaged in deceptive acts or practices in Plaintiff's and Class Members' purchases or leases of Class Vehicles.

66. Plaintiff and the Class paid more money for their vehicles than they would have had they been adequately informed about the Valvetrain Defect.

67. Defendant unlawfully induced Plaintiff and Class Members to purchase or lease their Class Vehicles by concealing a material fact (the Defect), and Plaintiff and Class Members would have paid less for the Class Vehicle, or not purchased it at all, had they known of the Defect.

68. To sell vehicles to the general public, Ford enters into agreements with its networks of authorized dealerships to engage in retail sales with consumers such as Plaintiff, while also advertising the warranties it provides directly to consumers when they purchase a Ford-branded vehicle from the authorized dealership.

69. These agreements specifically authorize the dealerships to act in Ford's stead to provide repairs under Ford warranties. Accordingly, discovery will show, particularly through the dealership agreements between Defendant Ford and third-party dealerships, that Defendant Ford has authorized these dealerships to be its agents for the purposes of warranty repairs to provide warranty repairs on its behalf, including diagnosis of whether warranty repairs are required. As such, the consumers are third-party beneficiaries of these dealership agreements because they benefit from being able to purchase vehicles and receive warranty repairs locally. Discovery will show that because Plaintiff and Class Members are third-party beneficiaries of the dealership agreement—which creates an implied warranty of merchantability of the goods being sold by these authorized dealerships—they may avail themselves of the implied warranty against Defendant.

70. Plaintiff and each of the Class Members are the intended beneficiaries of the express and implied warranties that accompany each Class Vehicle. The

dealers were not intended to be the ultimate consumers of the Class Vehicles, and they have no rights under the warranty agreements provided by Ford. These warranties were designed for and intended to benefit the consumers only. The consumers are the true intended beneficiaries of the express and implied warranties, and the consumers may therefore avail themselves of those warranties.

71. Ford issued the express warranty to Plaintiff and the Class Members. Ford also developed and disseminated the owner's manuals and warranty booklets that direct consumers to take their vehicles to authorized dealerships for diagnosis and repair. Ford also developed and disseminated the advertisements, such as vehicle brochures and television commercials, and other promotional materials relating to the Class Vehicles, which promoted the terms of the warranties that they issue with the sale of each Class Vehicle. Ford is also responsible for the content of the Monroney Stickers on its vehicles. Because Ford issues the express warranties directly to consumers, Plaintiff and Class Members are in direct privity with Ford with respect to the warranties.

72. In promoting, selling, and repairing their defective vehicles, Defendant authorizes dealerships to provide repairs that are the responsibility of Ford to provide under Ford's warranties. Ford fulfills its responsibilities under the warranties by, among other things, requiring the following:

(a) The authorized dealerships complete all service and repair according to instructions disseminated directly to them by Ford, including service manuals, TSBs, SSMs, and other documents drafted by Ford;

(b) Technicians at the dealerships are required to attend Ford trainings yearly in order to remain certified to work on Ford vehicles, at which they receive training on proprietary systems and are provided step-by-step instructions on diagnosing and repairing Ford vehicles;

(c) Consumers are able to receive services under Ford's NVLW only at authorized dealerships, and they are able to receive these services because of the agreements between Ford and the authorized dealers;

(d) The warranties provided by Ford for the defective vehicles direct consumers to take their vehicles to authorized dealerships for repairs or services;

(e) Ford manages the way dealers can respond to complaints and inquiries concerning defective vehicles, and the dealerships are able to perform repairs under warranty only with Ford's authorization;

(f) Ford has entered into agreements and understandings with their authorized dealers pursuant to which they manage the dealers' interaction with the public, including the advertising of the Class Vehicles, the terms and conditions of the express warranties, and the terms under which

consumers may avail themselves of the remedies under those express warranties; and

(g) Ford implemented its express and implied warranties as they relate to the Defect alleged herein by instructing authorized Ford dealerships to address complaints of the Defect by prescribing and implementing the relevant TSBs and the Recall cited herein.

(h) Indeed, the Ford warranty booklet makes it abundantly clear that only its authorized dealerships can provide warranty service. The booklets, which are plainly written for the consumers, not the dealerships, tell consumers that to obtain warranty service, their Ford vehicle must be "taken to a Ford dealership for a warranted repair during the warranty period." (Ford Warranty).

73. Had Ford disclosed the Valvetrain Defect, Plaintiff and the other Class members would not have purchased their Class vehicles, or would have paid less for them. Simply put, Plaintiff and the other class members did not get what they paid for.

V. TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery Rule Tolling

74. Plaintiff and the other Class members could not have discovered through the exercise of reasonable diligence that their Class Vehicle were defective within the time period of any applicable statutes of limitation.

75. Neither Plaintiff nor the other Class members knew or could have known of the Valvetrain Defect in their Class Vehicles, at least until after the ODI Report was publicly issued.

B. Fraudulent Concealment Tolling

76. Throughout the time period relevant to this action, Ford concealed from and failed to disclose to Plaintiff and the other Class members vital information about the Valvetrain Defect described herein.

77. Indeed, Ford kept Plaintiff and the other Class members ignorant of vital information essential to the pursuit of their claims. As a result, neither Plaintiff nor the other Class members could have discovered the defect, even upon reasonable exercise of diligence.

78. Specifically, since at least October 2021, when it altered its manufacturing processes and stopped using "Silchrome Lite," Ford has been aware about the Valvetrain Defect.

79. Despite its knowledge of the defect, Ford failed to disclose and concealed this critical information from Plaintiff and the other Class members, even though, at any point in time, it could have done so through individual correspondence, media release, or by other means.

80. Plaintiff and the other Class members justifiably relied on Ford to disclose the Valvetrain Defect in the Class Vehicles that they purchased or leased, because that defect was hidden and not discoverable through reasonable efforts by Plaintiff and the other Class members.

81. Thus, the running of all applicable statutes of limitation have been suspended with respect to any claims that Plaintiff and the other Class members have sustained as a result of the defect, by virtue of the fraudulent concealment doctrine.

C. Estoppel

82. Ford was under a continuous duty to disclose to Plaintiff and the other Class members the true character, quality, and nature of the Class Vehicles.

83. Ford knowingly concealed the true nature, quality, and character of the Class Vehicles.

84. Based on the foregoing, Ford is estopped from relying on any statutes of limitations in defense of this action.

VI. CLASS ACTION ALLEGATIONS

85. Plaintiff brings this action pursuant to Rules 23(a), 23(b)(2), 23(b)(3), and 23(c)(4) of the Federal Rules of Civil Procedure, individually and on behalf of all others similarly situated.

86. Plaintiff seeks to represent the following Classes:

> *All persons who purchased or leased a Class Vehicle (as defined herein) that was purchased or leased in the United States (the "Nationwide Class").*
>
> *All persons who purchased or leased a Class Vehicle (as defined herein) that was purchased or leased in the State of Florida (the "Florida Class").*

87. Excluded from the Classes is the Defendant and any of its members, affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; the judicial officers, and their immediate family members; and Court staff assigned to this case.

88. Plaintiff reserves the right to modify or amend the Class definition, as appropriate, during the course of this litigation.

89. This action has been brought and may properly be maintained on behalf of the Classes proposed herein under the criteria of Rule 23 of the Federal Rules of Civil Procedure.

90. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The members of the Class are so numerous and geographically dispersed that individual

joinder of all class members is impracticable. While Plaintiff is informed and believes that there are thousands of Class members, the precise number of Class members is unknown to Plaintiff, but may be ascertained from Ford's books and records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

91. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

a. whether Ford engaged in the conduct alleged herein;

b. whether Ford's alleged conduct violates applicable law;

c. whether Ford designed, advertised, marketed, distributed, leased, sold, or otherwise placed the Class Vehicles into the stream of commerce in the United States;

d. whether Ford misled Class members about the quality of the Class Vehicles;

e. whether the Class Vehicle contain the Valvetrain Defect;

f. whether Ford had actual or imputed knowledge about the alleged defect but failed to disclose it to Plaintiff and the other Class members;

g. whether Ford's omissions and concealment regarding the quality of the Class Vehicles were deceptive in violation of the consumer protection laws of Florida;

h. whether Ford breached its express warranty to the Class members with respect to the Class Vehicles;

i. whether Class members overpaid for their Class Vehicles as a result of the defect alleged herein;

j. whether Class members are entitled to damages, restitution, restitutionary disgorgement, equitable relief, statutory damages, exemplary damages, and/or other relief; and

k. the amount and nature of relief to be awarded to Plaintiff and the other Class members.

92. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiff's claims are typical of the other Class members' claims because Plaintiff and the other Class members purchased or leased Class Vehicles. Neither Plaintiff nor the other Class members would have purchased the Class Vehicles, or would have paid less for the Class Vehicles, had they known of the Valvetrain Defect in the Class

Vehicles. Plaintiff and the other Class members suffered damages as a direct proximate result of the same wrongful practices in which Ford engaged. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the other Class members.

93. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiff is an adequate Class representative because his interests do not conflict with the interests of the other members of the Class that he seeks to represent, Plaintiff has retained counsel competent and experienced in complex class action litigation, and Plaintiff intends to prosecute this action vigorously. The Class's interests will be fairly and adequately protected by Plaintiff and his counsel.

94. **Declaratory and Injunctive Relief – Federal Rule of Civil Procedure 23(b)(2).** Ford has acted or refused to act on grounds generally applicable to Plaintiff and the other Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Class members as a whole.

95. **Superiority – Federal Rule of Civil Procedure 23(b)(3).** A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other

financial detriment suffered by Plaintiff and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Ford, so it would be impracticable for the Class members to individually seek redress for Ford's wrongful conduct. Even if the Class members could afford litigation the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VII. CLAIMS FOR RELIEF

COUNT 1
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
15 U.S.C. §§ 2301, *et seq.*

96. Plaintiff repeats and realleges paragraphs 1-95 as if fully set forth herein.

97. Plaintiff brings this Count individually and on behalf of the other members of the Nationwide Class (the "Class," for purposes of this Count).

98. This Court has jurisdiction to decide these claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. §§ 1332(a) and (d).

99. Plaintiff is a "consumer" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

100. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson Moss Warranty Act, 15 U.S.C. § 2301(4)–(5).

101. The Class Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

102. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written warranty.

103. In its warranty, Ford expressly warranted that it would repair or replace any part that is defective in material or workmanship under normal use.

104. The Ford Warranty is a written warranty within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied warranty of merchantability is covered by 15 U.S.C. § 2301(7).

105. With respect to Class members' purchases or leases of the Class Vehicles, the terms of the Ford Warranty became part of the basis of the bargain between Ford, on the one hand, and Plaintiff and each of the other Class members, on the other.

106. Ford breached this warranty as described in more detail above.

107. At the time of sale or lease of each Class Vehicle, Ford knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the defective design. Under the circumstances, the remedies available under any

informal settlement procedure would be inadequate, and any requirement that Plaintiff and the other Class members resort to an informal dispute resolution procedure and/or afford Ford a reasonable opportunity to cure its breach of warranties is excused and thus deemed satisfied.

108. The amount in controversy of Plaintiff's individual claims meets or exceeds the sum of $25. The amount in controversy in this action exceeds the sum of $50,000, exclusive of interest and costs, computed based on all claims involved in this lawsuit.

109. As a direct and proximate result of Ford's breaches of its Warranty and the implied warranty of merchantability, Plaintiff and the other Class members have sustained damages in an amount to be determined at trial.

110. Plaintiff, individually and on behalf of all the other Class members, seeks all damages permitted by law, including the diminution in value of their vehicles, in an amount to be proven at trial.

COUNT 2
VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
Fla. Stat. §§ 501.201, *et seq.*

111. Plaintiff repeats and realleges paragraphs 1-95, as if fully set forth herein.

112. Plaintiff brings this Count individually and on behalf of the other members of the Florida Class (the "Class" for purposes of this claim).

113. The Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") prohibits any "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

114. By the conduct described in detail above and incorporated herein, Ford engaged in unfair or deceptive acts in violation of FDUTPA

115. Ford's omissions regarding the Valvetrain Defect, described above, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) a Class Vehicle.

116. Ford's omissions regarding the Valvetrain Defect were likely to deceive a consumer acting reasonably in the same circumstances as Plaintiff and the other Class members.

117. Ford intended for Plaintiff and the other Class members to rely on Ford's omissions of fact regarding the Valvetrain Defect.

118. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Ford's omissions of fact concerning the above-described Valvetrain Defect, as evidenced by Plaintiff's and the other Class members' purchase of their vehicles.

119. Had Ford disclosed all material information regarding the Valvetrain Defect to Plaintiff and the other Class members, then they would not have purchased or leased the vehicle or would have paid less to do so.

120. Ford's omissions deceived Plaintiff and the other Class members.

121. Ford acted willfully in concealing, and not disclosing, the Valvetrain Defect from Plaintiff and the other Class members.

122. Ford's deceptive omissions constitute an independent tort, separate of the breach of warranties alleged herein.

123. Plaintiff and the other Class members suffered ascertainable loss and actual damages as a direct result of Ford's concealment of and failure to disclose the Valvetrain Defect.

124. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have done so, or would have paid significantly less, if the true nature of the Class Vehicles had been disclosed.

125. Ford's violations present a continuing risk to Plaintiff and the Class, as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

126. Plaintiff and the Class seek an award of compensatory damages, punitive damages, reasonable attorneys' fees pursuant to Florida Statute section

501.201 et seq., costs, interest and any other just and proper relief available under FDUTPA.

COUNT 3
BREACH OF EXPRESS WARRANTY
Fla. Stat. §§ 672.313 and 680.21

127. Plaintiff repeats and realleges paragraphs 1-95, as if fully set forth herein.

128. Plaintiff brings this Count individually and on behalf of the other members of the Florida Class (the "Class").

129. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Fla. Stat. § 672.104 and is a "seller" of motor vehicles under § 672.103.

130. With respect to leases, Ford is and was all relevant times a "lessor" of motor vehicles under Fla. Stat. § 680.1031.

131. The Class Vehicles are and were at all relevant times "goods" within the meaning of Fla. Stat. § 672. 105 and § 680.1031.

132. In its warranty, Ford expressly warranted that it would repair or replace any part that is defective in material or workmanship under normal use.

133. The Ford Warranty further states that all repairs/replacements made under the warranty are free of charge.

134. Ford's Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles with the Valvetrain Defect.

135. Ford breached the express warranty to repair parts defective in material or workmanship by failing to repair the Valvetrain Defect.

136. Ford has not repaired, and has been unable to repair, the Valvetrain Defect in Plaintiff's Class Vehicle or the Class Vehicles of the other Class members.

137. Ford was provided notice of the Valvetrain Defect through numerous complaints filed against it directly and through its dealers.

138. Notice can be further imputed from Ford's decision to alter its manufacturing processes.

139. The Ford Warranty therefore fails in its essential purpose because the contractual remedy of repair/replacement is insufficient to make Plaintiff and the other Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

140. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair/replacement, and Plaintiff, individually and on behalf of the other Class members, seek all remedies as allowed by law.

141. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

142. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy of repairs, as those incidental and consequential damages have already been suffered due to Ford's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make Plaintiff and the other Class members whole.

143. As a direct and proximate result of Ford's breach of express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 4
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
Fla. Stat. §§ 672.101, *et seq.*

144. Plaintiff repeats and realleges paragraphs 1-95, as if fully set forth herein.

145. Plaintiff brings this Count individually and on behalf of the other members of the Florida Class (the "Class").

146. Ford is a merchant with respect to the Class Vehicles, as that term is used in Fla. Stat. § 672.104.

147. The Class Vehicles are goods as that term is used in Fla. Stat. § 672.105.

148. Plaintiff and Class members are buyers as that term is used in Fla. Stat. § 672.103, and Ford is a seller as that term is used in Fla. Stat. § 672.103.

149. Plaintiff purchased his Class Vehicle from Ford and an implied warranty that the goods were merchantable arose by operation of law as part of the sale.

150. There is privity because Plaintiff and the other Class members' dealerships were agents of Ford. Namely, upon information and belief, Ford controlled the marketing and sale of the Class Vehicles, Ford controlled any dealership incentives which may have been available, the dealership executed the purchase agreement on behalf of Ford, and the dealership bound Ford to contractual obligations with the sale of the Class Vehicles.

151. Ford breached the implied warranty of merchantability in that the goods were not in a merchantable condition when sold or any time thereafter and

were not fit for the ordinary purposes for which such goods were used, as further alleged herein.

152. Ford has actual knowledge of the Valvetrain Defect as alleged herein, satisfying any notice requirement. Moreover, due to Ford's failure to remedy the Defect, any notice requirement is futile.

153. The Ford Warranty fails in its essential purpose because the contractual remedy of repair/replacement is insufficient to make Plaintiff and the other Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time. Accordingly, the implied warranty of merchantability is not limited to the limited warranty period.

154. As a direct and proximate result of the Valvetrain Defect, Plaintiff has not appreciated the benefit of his bargain and has suffered actual damages, as well as incidental and consequential damages, in an amount to be determined at trial.

COUNT 5
FRAUDULENT CONCEALMENT/OMISSION

155. Plaintiff repeats and realleges paragraphs 1-95, as if fully set forth herein.

156. Plaintiff brings this Count individually and on behalf of the other members of the Florida Class (the "Class").

157. Ford was aware of the Valvetrain Defect when it marketed and sold the Class Vehicles to Plaintiff and the other Class members.

158. Having been aware of the Valvetrain Defect and having known that Plaintiff and the other Class members could not have reasonably been expected to know of this defect, Ford had a duty to disclose the Valvetrain Defect to Plaintiff and the other Class members in connection with the sale or lease of the Class Vehicles.

159. Further, Ford had a duty to disclose the Valvetrain Defect because disclosure of the Valvetrain Defect was necessary to dispel misleading impressions about the Class Vehicles' safety that were or might have been created by partial representation of the facts. Specifically, Ford promoted, through its advertisements available to all Class members, that the vehicles were safe and dependable. Ford also disclosed information concerning the Class Vehicles in window stickers associated with the Class Vehicles, without disclosing that these vehicles contained the Valvetrain Defect.

160. Ford did not disclose the Valvetrain Defect to Plaintiff and the other Class members in connection with the sale or lease of the Class Vehicles.

161. For the reasons set forth above, the Valvetrain Defect comprises material information with respect to the sale or lease of the Class Vehicles.

162. In purchasing or leasing the Class Vehicles, Plaintiff and the other Class members reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles. Had Plaintiff and the other Class members known of the Valvetrain Defect within the Class Vehicles, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

163. Ford's deceptive omissions constitute an independent tort, separate of the breach of warranties alleged herein.

164. Through its omissions regarding the Valvetrain Defect within the Class Vehicles, Ford intended to induce, and did induce, Plaintiff and the other Class members to purchase or lease a Class Vehicle that they otherwise would not have purchased, or to pay more for a Class Vehicle than they otherwise would have paid.

165. As a direct and proximate result of Ford's omissions, Plaintiff and the other Class members either paid too much for the Class Vehicles or would not have purchased the Class Vehicles if the Valvetrain Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 6
UNJUST ENRICHMENT

166. Plaintiff repeats and realleges paragraphs 1-95, as if fully set forth herein.

167. Plaintiff brings this Count individually and on behalf of the other members of the Florida Class (the "Class").

168. Ford has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Valvetrain Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

169. Ford has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

170. It is inequitable and unconscionable for Ford to retain these benefits.

171. Because Ford concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

172. Ford knowingly accepted the unjust benefits of its wrongful conduct.

173. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the other Class members, respectfully requests that the Court enter judgment in his favor and against Defendant, Ford Motor Company, as follows:

1. Declaring that this action is a proper class action, certifying the Florida and Nationwide Classes as requested herein, designating Plaintiff as Class Representative, and appointing Plaintiff's attorneys as Class Counsel;
2. Ordering Ford to pay actual and statutory damages (including punitive damages) and restitution by way of judgment to Plaintiff and the other Class members, as allowable by law;
3. Ordering Ford to pay both pre- and post-judgment interest on any amounts awarded;
4. Ordering Ford to pay attorneys' fees and costs of suit; and
5. Ordering such other and further relief as may be just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all claims so triable.

DATED: October 10, 2023

Respectfully submitted,

/s/ E. Powell Miller
E. Powell Miller (P39487)
Dennis A. Lienhardt (P81118)
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Tampa, Florida 33629
Telephone: 813-259-9555
anthony@aglawinc.com

Counsel for Plaintiff and the Proposed Classes

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

[redacted] individually and on behalf of all others similarly situated, Plaintiff, v. FORD MOTOR COMPANY, Defendant.	Case No.:

INDEX OF EXHIBITS

Exhibit No.	Description
1	March 17, 2022 Letter to NHTSA
2	March 18, 2022 Letter to NHTSA
3	March 29, 2022 Letter to NHTSA
4	NHTSA ODI Defect Petition
5	NHTSA ODI Preliminary Evaluation
6	NHTSA ODI Resume

EXHIBIT 1

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

March 17, 2022

Attention:

U.S. Department of Transportation National Highway Traffic Safety Administration Office of Defects Investigation

I am contacting the NHTSA today to ***Petition for a Defect Investigation.***

The 2021 Ford Bronco with the 2.7L Ecoboost engine has a known defect in the valves causing catastrophic engine failure. This is a known problem by Ford and has been addressed by an engine redesign going forward.

The problem resides with Ford in that they have not communicated in any way with owners currently driving the 2.7L Bronco in the affected build dates. This is a major safety issue in that the catastrophic engine failure has already left hundreds of people stranded on roadways nationwide. Some have barely avoided major injury when their vehicles have had complete power loss at freeway speeds in traffic, others in the middle of busy intersections with no ability to get out of harms way, and still others have been stranded for hours in freezing conditions waiting on help.

As of today, there are 35 complaints registered on the NHTSA website for complete engine failure. There are hundreds more nationwide that have not registered through NHTSA. My personal vehicle was delivered on 11/17/2021 with an engine build date of 8/2/2021. Through a small sampling of a few hundred owners of this vehicle I have found three owners with this build date that have had complete engine failures leaving them stranded. In fact, according to my engine serial number and build sequence one failed unit was three units ahead of mine on the production line. One other was fifteen units behind my production sequence, and another was thirty units behind. These are only the ones I can document. There are surely many more.

Ford needs to recall the affected units immediately for proactive replacement of the parts causing the total failure of this engine. They have clearly acknowledged the problem by stopping production and implementing a change to this engine before resuming production. In fact, an internal Ford memo documents these changes. It appears as if all 2.7L Ecoboost engines built and installed in the 2021 Ford Bronco built between approximately May 2021 and November 2021 are affected by these failures. Vehicle mileage at failure has ranged from under 1000 miles to over 7000 miles that I can document.

Please initiate an investigation into this known defect so that we may prevent serious injury or possible death. I am happy to provide any and all of the information and documentation that will help initiate the recall of the affected vehicles. I cannot emphasize enough the level of stress it brings knowing that I am driving a ticking bomb with no choice going forward.

Sincerely,

[redacted]

Jud Gutheil

[redacted]

Incline Village, N[redacted]

[redacted]

[redacted]
lage, NV
[redacted]

KLNO NV 895
17 MAR 2022 PM 2 T

U.S. Department of Transportation National
Highway Traffic Safety Administration Office of
Defects Investigation (NVS-210)
1200 New Jersey Ave, SE West Building
Washington, DC 20590

[redacted]

[redacted]
Jage, NV
[redacted]

RENO NV 895

17 MAR 2022 PM 3 T

U.S. Department of Transportation National
Highway Traffic Safety Administration Office of
Defects Investigation (NVS-210)
1200 New Jersey Ave, SE West Building
Washington, DC 20590

EXHIBIT 2

CL-11460125-2050

March 18, 2022

INFORMATION REDACTED PURSUANT TOTHE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.552(B)(6)

[redacted]

Crestwood, KY [redacted]

Attention:
U.S. Department of Transportation National Highway Traffic Safety Administration Office of Defects Investigation

I am contacting the NHTSA today to Petition for a Defect Investigation.

The 2021 Ford Bronco with the 2.7L Ecoboost engine has a known defect in the valves causing catastrophic engine failure. This is a known problem by Ford and has been addressed by an engine redesign going forward.

The problem resides with Ford in that they have not communicated in any way with owners currently driving the 2.7L Bronco in the affected build dates. This is a major safety issue in that the catastrophic engine failure has already left hundreds of people stranded on roadways nationwide. Some have barely avoided major injury when their vehicles have had complete power loss at freeway speeds in traffic, others in the middle of busy intersections with no ability to get out of harm's way, and still others have been stranded for hours in freezing conditions waiting on help.

As of today, there are 35 complaints registered on the NHTSA website for complete engine failure. There are hundreds more nationwide that have not registered through NHTSA. My personal vehicle was delivered on 9/14/2021 with an engine build date of 7/28/2021. Through a small sampling of a few hundred owners of this vehicle I have found five owners with this build date alone that have had complete engine failures leaving them stranded. There are surely many more. This is far above and beyond the expected rate of failure for a brand new vehicle.

Ford needs to recall the affected units immediately for proactive replacement of the parts causing the total failure of this engine. They have clearly acknowledged the problem by stopping production and implementing a change to this engine before resuming production. In fact, an internal Ford memo documents these changes. It appears as if all 2.7L Ecoboost engines built and installed in the 2021 Ford Bronco built between approximately May 2021 and November 2021 are affected by these failures. Vehicle mileage at failure has ranged from under 1000 miles to over 7000 miles that I can document.

Please initiate an investigation into this known defect so that we may prevent serious injury or possible death. I am happy to provide any and all of the information and documentation that will help initiate the recall of the affected vehicles. I cannot emphasize enough the level of stress it brings knowing that I am driving a ticking bomb with no choice going forward.

Thank you,

[redacted]

[redacted]
Crestwood, KY [redacted]

LOUISVILLE KY 400
19 MAR 2022PM 2 L

U.S. Department of Transportation National Highway Traffic Safety
Administration Office of Defects Investigation (NVS-210)
1200 New Jersey Ave, SE West Building
Washington, DC 20590

EXHIBIT 3

INFORMATION REDACTED PURSUANT TOTHE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C.552(B)(6)

CL-11460124-1950

March 29, 2022

Attention:

U.S. Department of Transportation National Highway Traffic Safety Administration Office of Defects Investigation

I am contacting the NHTSA today to ***Petition for a Defect Investigation.***

As an owner of a 2021 Ford Bronco with the 2.7L EcoBoost engine...it has been brought to my attention that there is a known defect in the "valves" causing catastrophic engine failure. It is also my understanding FoMoCo is aware if this problem...and has addressed it by an engine redesign going forward.

The purpose behind submitting this petition is due to Fords' awareness of this serious problem but has not made any effort to acknowledge and/or communicate this to the current owners who are driving the 2.7L Bronco in the affected build dates. In my opinion, this is a major safety issue...as the potentially catastrophic engine failure has already left hundreds of people stranded on roadways nationwide. Some have barely avoided major injury when their vehicles have had complete power loss at freeway speeds in traffic, and has left others in the middle of busy intersections with no ability to get out of harms way, and there's even been a report of one owner in Oklahoma that was stranded for hours in freezing conditions waiting on help.

As of today, there are 35 complaints registered on the NHTSA website for complete engine failure. This is far above and beyond the expected rate of failure for a brand new vehicle. There are hundreds more nationwide that have not registered through NHTSA. My 2021 Ford Bronco has an engine build date of 8/12/2021 (Julian Date = 21224)...and I have found four owners with this build date alone that have had complete engine failures.

In my opinion, Ford needs to recall and/or notify owners immediately re: the affected units and take the necessary steps to replace the parts causing the total failure of this engine. They clearly acknowledged the problem by stopping production and implementing a change to this engine before resuming production. In fact, an internal Ford memo documents these changes. It appears as if all 2.7L EcoBoost engines built and installed in the 2021 Ford Bronco between approximately May 2021 and November 2021 are affected by these failures. Vehicle mileage at failure has ranged from under 1000 miles to over 7000 miles that I can document.

Please initiate an investigation into this known defect so that we may prevent serious injury or possible death. I am happy to provide any-and-all information and documentation that will help initiate the recall of the affected vehicles. I cannot emphasize enough the level of stress it brings knowing that I am driving a ticking bomb with no choice remedy going forward.

Respectfully,

[redacted]

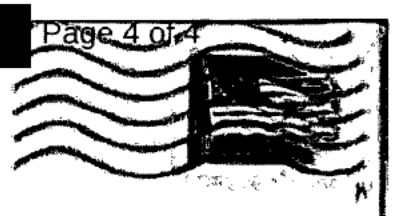
2021 Ford Bronco Owner

[redacted]

[redacted]
in Diego, CA

SAN DIEGO CA 920

29 MAR 2022 PM 2 L



U.S. Dept. of Transportation National Highway Traffic Safety
Administration Office of Defects Investigation (NVS-210)
1200 New Jersey Ave, SE West Building
Washington, DC 20590

20590-

EXHIBIT 4

U.S. Department of Transportation
National Highway Traffic Safety Administration

ODI RESUME

OFFICE OF DEFECTS INVESTIGATION
NHTSA

Investigation:	DP 22-001		
Prompted by:	Defect Petition		
Date Opened:	05/27/2022		
Investigator:	Donte Kirksey	**Reviewer:**	Peter Kivett
Approver:	Stephen Ridella		
Subject:	Loss of Motive Power		

MANUFACTURER & PRODUCT INFORMATION

Manufacturer:	Ford Motor Company
Products:	2021 Ford Bronco
Population:	25,538
Problem Description:	Under normal driving conditions without warning the vehicle may experience a loss of motive power without restart due to catastrophic engine failure related to a faulty valve within 2.7 L Eco-Boost Engines

FAILURE REPORT SUMMARY

	ODI	Manufacturer	Total
Complaints:	32	0	32
Crashes/Fires:	0	0	0
Injury Incidents:	0	0	0
Fatality Incidents:	0	0	0

ACTION / SUMMARY INFORMATION

Action: Further evaluation of Defect Petition for a grant or deny decision

Summary:

The Office of Defects Investigation (ODI) received three petitions on March 17, 2022, March 18, 2022, and March 29, 2022, requesting a defect investigation into an alleged defect of the "valves" on 2021 MY Ford Bronco vehicles equipped with the 2.7L Eco-boost engine. The petitions can be reviewed at NHTSA.gov under ODI numbers 11461178, 11460125, and 11460124.

The petitioners alleged that 2021 MY Ford Broncos vehicles are experiencing loss of motive power at highway speeds with no-restart due to catastrophic engine failures.

This defect petition has been opened to evaluate the issue and determine whether to grant or deny the petitions.

The petitioners identified a number of complaints received by NHTSA alleging complete engine failure. The ODI complaints cited above can be reviewed at NHTSA.gov under the following ODI numbers: 11459262, 11457360, 11456713, 11456219, 11455294, 11454100, 11454098, 11453933, 11453669, 11452692, 11452595, 11452074, 11451957, 11451503, 11451158, 11450879, 11450871, 11450788, 11450737, 11450702, 11450659, 11448737, 11448461, 11448393, 11448171, 11441831, 11414378, 11414295, 11406545.

EXHIBIT 5

U.S. Department of Transportation
National Highway Traffic Safety Administration

ODI RESUME

OFFICE OF DEFECTS INVESTIGATION
NHTSA

Investigation:	PE 22-007		
Date Opened:	07/22/2022		
Investigator:	Donte Kirksey	**Reviewer:**	Peter Kivett
Approver:	Stephen Ridella		
Subject:	Loss of Motive Power		

MANUFACTURER & PRODUCT INFORMATION

Manufacturer:	Ford Motor Company
Products:	2021 Ford Bronco
Population:	25,538 (Estimated)
Problem Description:	Under normal driving conditions without warning the vehicle may experience a loss of motive power without restart due to catastrophic engine failure related to an alleged faulty valve within 2.7 L Eco-Boost Engines.

FAILURE REPORT SUMMARY

	ODI	Manufacturer	Total
Complaints:	26	0	26
Crashes/Fires:	0	TBD	TBD
Injury Incidents:	0	TBD	TBD
Number of Injuries:	0	TBD	TBD
Fatality Incidents:	0	TBD	TBD
Number of Fatalities:	0	TBD	TBD

ACTION / SUMMARY INFORMATION

Action: Opening Preliminary Evaluation (PE)

Summary:

On May 27, 2022, ODI opened a Defect Petition (DP22-001) to evaluate whether to grant or deny three petitions that requested a defect investigation into an alleged defect of the "valvetrain" on model year (MY) 2021 Ford Bronco vehicles equipped with the 2.7L Eco-boost engines. The petitioners alleged that MY 2021 Ford Broncos vehicles are experiencing a loss of motive power at highway speeds with no-restart. In a June 7, 2022 meeting with Ford ODI learned this alleged loss of motor power is a result of catastrophic engine failures due to the engine valves failing. Ford identified the root cause as the valve "keepers" not holding the retainer in place allowing the valve spring to detach from the valve resulting in interference between the valve and piston. This interference can cause an engine lockup.

ODI has identified 26 Vehicle Owner's Questionnaires (VOQs) that relate to the alleged defect in the subject vehicles. Based on ODI's review of the applicable materials, including VOQs, NHTSA has decided to grant the petition and open this Preliminary Evaluation to assess the scope, frequency, and potential safety-related consequences of the alleged defect.

The ODI complaints cited above can be reviewed at NHTSA.gov under the following ODI numbers:

11448171, 11448461, 11450659, 11450702, 11450737, 11450788, 11450871, 11450879, 11451158, 11451503, 11451957, 11452074, 11452692, 11453669, 11453933, 11454098, 11455294, 11456219, 11456713, 11459262,11460124, 11460125, 11461178, 11463199, 11463296, 11464516.

EXHIBIT 6

U.S. Department of Transportation
National Highway Traffic Safety Administration

ODI RESUME

OFFICE OF DEFECTS INVESTIGATION
NHTSA
NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

Investigation: EA23002
Prompted By: PE22-007
Date Opened: 09/29/2023
Investigator: Joseph Teitelman **Reviewer:** Peter Kivett
Approver: Tanya Topka
Subject: Loss of Motive Power

MANUFACTURER & PRODUCT INFORMATION

Manufacturer: Ford Motor Company
Products: Model Years 2021-2022 Ford Bronco, Edge, Explorer, and F-150 and Lincoln Aviator and Nautilus vehicles
Population: 708,837 (Estimated)

Problem Description: Under normal driving conditions without warning the vehicle may experience a loss of motive power without restart due to catastrophic engine failure related to an alleged faulty valve within 2.7 L and 3.0 L EcoBoost Engines.

FAILURE REPORT SUMMARY

	ODI	Manufacturer	EWR D&I	Other	Total	EWR Field Reports
All Incidents:	52	328	0	1,296	861*	0
Crashes/Fires:	0	0	0	0	0	0
Injury Incidents:	0	0	0	0	0	0
Number of Injuries:	0	0	0	0	0	0
Fatality Incidents:	0	0	0	0	0	0
Number of Fatalities:	0	0	0	0	0	0

Description of Other: Manufacturer Warranty Claims & Engine Exchanges

*Total eliminates duplicates received by the manufacturer

ACTION/SUMMARY INFORMATION

Action: Open Engineering Analysis (EA)

Summary:
The Office of Defects Investigation (ODI) received three letters from consumers in March 2022, requesting the investigation of an alleged defect in the valvetrain of model year (MY) 2021 Ford Bronco vehicles equipped with 2.7L EcoBoost engines. The petitioners allege that MY 2021 Ford Bronco vehicles are experiencing catastrophic engine failure resulting in loss of motive power in a variety of

driving conditions with no ability to restart. On May 27, 2022, ODI opened a Defect Petition (DP22-001) to evaluate whether to grant or deny the petitioners' request to investigate. ODI identified 26 Vehicle Owner Questionnaires (VOQs) related to the alleged defect, leading to the granting of the petition. A Preliminary Evaluation (PE22-007) was opened on July 22, 2022, to assess the scope, frequency, and potential safety-related consequences of the alleged defect.

ODI sent an Information Request (IR) letter to Ford requesting material for both the subject 2021 Ford Bronco (25,619 vehicles), as well as additional Ford model/model year vehicle populations equipped with 2.7L EcoBoost engine including the MY 2022 Bronco (33,106 vehicles), MY 2021-2022 F-150 (155,619 vehicles), MY 2021-2022 Edge (6,889 vehicles), and MY 2021-2022 Lincoln Nautilus (8,596 vehicles). In

their response to ODI's request, Ford provided evidence of 328 customer complaints (including field reports), 487 warranty claims, and 809 engine exchanges relating to these vehicle populations. The provided data is comprised of reports of engine failure resulting in several consequences, the most common of which being loss of motive power while the vehicle is in motion. Additionally, analysis of Ford's IR response revealed that the alleged defect is present across the "Nano" engine family, which includes both the 2.7L and 3.0L EcoBoost engine variants. Vehicles which offer the 3.0L EcoBoost engine as either standard or optional equipment include MY 2021-2022 Explorer and MY 2021-2022 Lincoln Aviator. These model/model year populations will be included within the scope of the engineering analysis and updated population and failure data will be evaluated.

During the investigation, multiple contributing factors were identified which can lead to the fracturing of the intake valves in the subject engines. Ford acknowledged that a fractured intake valve can result in catastrophic engine failure and a loss of motive power and noted that following a valve fracture, a vehicle typically requires a full engine replacement. Ford advised ODI that the defective valves were

manufactured out of a specific alloy known as "Silchrome Lite", which can become excessively hard and brittle if an over-temperature condition occurs during machining of the component. A design modification was implemented in October 2021, which changed the intake valve material to a different alloy known as "Silchrome 1", that is less susceptible to over-temperature during machine grinding. Ford has identified that the defective intake valves commonly fail early in a vehicle's life and has suggested that the majority of failures have already occurred.

ODI is opening an Engineering Analysis (EA) in order to 1) evaluate the scope and frequency of allegations across the expanded scope of model/model year vehicle populations equipped with the 2.7L and 3.0L EcoBoost engines, 2) coordinate with NHTSA's Vehicle Research and Testing Center (VRTC) to evaluate field return parts, 3) analyze the effect of time-in-service on the failure rates for the affected

engines, and 4) gather and review additional information to evaluate the effectiveness of Ford's manufacturing improvements regarding the alleged defect.

To review the reports cited in the attached Opening Resume ODI Report Identification Number document, go to NHTSA.gov.

Service of Process Transmittal Summary

TO: Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in Pennsylvania**

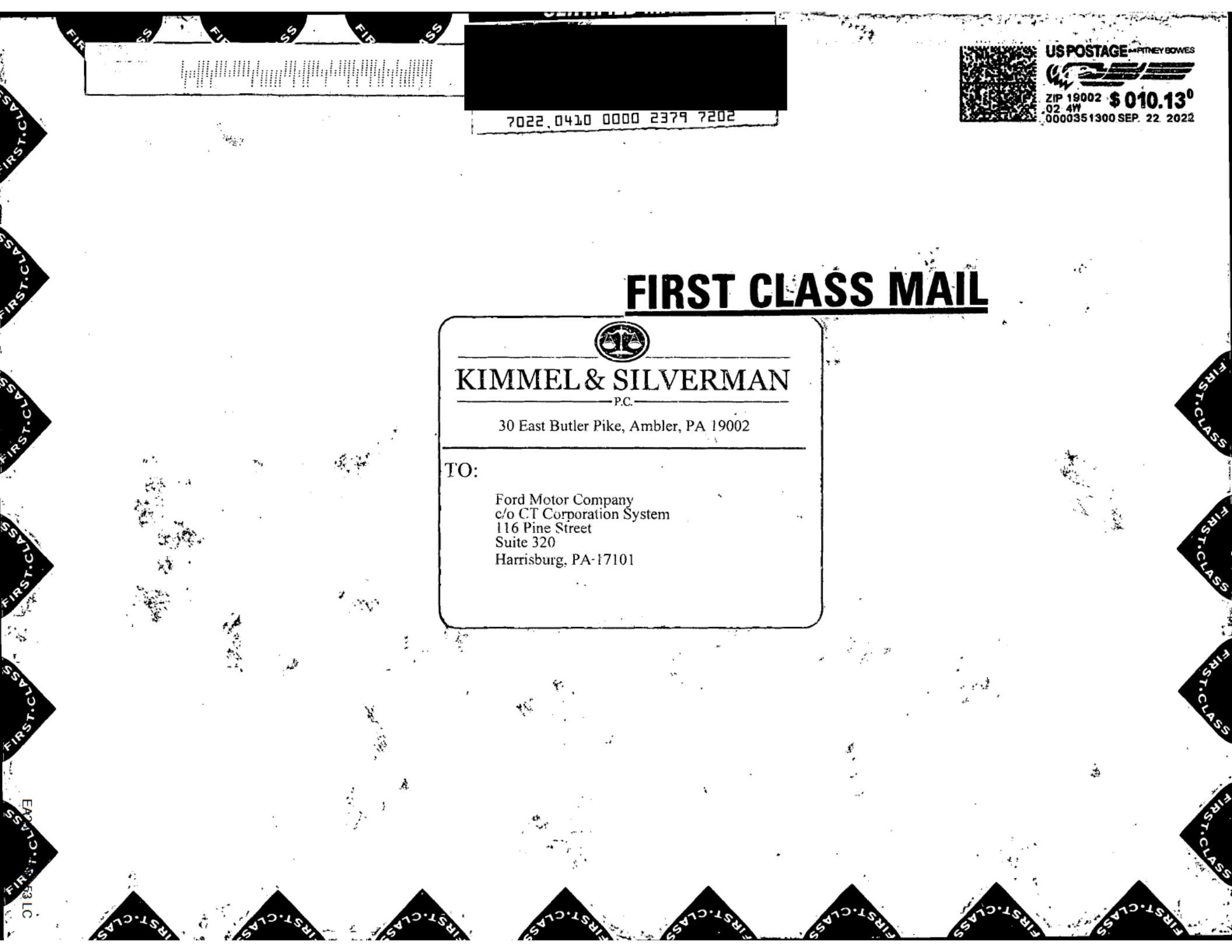
FOR: Ford Motor Company (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION:	Re [redacted] // To: Ford Motor Company
DOCUMENT(S) SERVED:	Letter, Attachment(s), Notice, Complaint
COURT/AGENCY:	Philadelphia County - Court of Common Pleas, PA Case [redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2021 Ford Explorer ST, VIN: [redacted]
PROCESS SERVED ON:	CT Corporation System, Harrisburg, PA
DATE/METHOD OF SERVICE:	By Traceable Mail on 09/27/2022 postmarked on 09/22/2022
JURISDICTION SERVED:	Pennsylvania
APPEARANCE OR ANSWER DUE:	Within 20 days after service
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: 09/28/2022, Expected Purge Date: 10/03/2022 Image SOP
REGISTERED AGENT CONTACT:	CT Corporation System 600 N. 2nd Street Suite 401 Harrisburg, PA 17101 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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.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US POSTAGE PITNEY BOWES
ZIP 19002 $ 010.13⁰
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0000351300 SEP. 22 2022
FIRST CLASS MAIL
KIMMEL & SILVERMAN
P.C.
30 East Butler Pike, Ambler, PA 19002
TO:
Ford Motor Company
c/o CT Corporation System
116 Pine Street
Suite 320
Harrisburg, PA 17101

ROBERT M. SILVERMAN[a,b,c]
CRAIG THOR KIMMEL[a,d]

[a] Member, PA Bar
[b] Member, NJ Bar
[c] Member, DE Bar
[d] Member, NY Bar
[e] Member, MA Bar
[f] Member, MD Bar
[g] Member, OH Bar
[h] Member, NH Bar
[i] Member, CT Bar
[j] Member, TN Bar
[k] Member, WY Bar
[l] Member, DC Bar
[m] Member, CA Bar
[n] Member, WI Bar
[o] Member FL Bar
[p] Member, AZ Bar
[q] Member, TX Bar

KIMMEL & SILVERMAN
P.C.

JACQUELINE C. HERRITT[a,c,k,o,q]
ROBERT A. RAPKIN[a]
ANGELA K. TROCCOLI[a,o]
AMY L. BENNECOFF GINSBURG[a,c,d,f,g,i,j,o,q]
W. CHRISTOPHER COMPONOVO[a,d,l]
JASON L. GRESHES[a,c,e,g,i,j,o,q]
SHANNON R. HARKINS[a]
CHAD P. DOMAN[a]
RACHEL R. STEVENS[a]
JOSEPH C. HOEFFEL[a]
RICHARD J. ALBANESE[a]
KAREEM R. SEIFELDIN[a]
ZACHARY A. ZAWROTNY[a]
STEPHEN D. SILVERMAN[a]

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Pike
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (412) 566-1005
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476
NEW ENGLAND OFFICE, 5 Village Plaza Way, PO Box 2, North Scituate, RI 02857, P (401) 764-5566, F (401) 764-5567
NEW YORK OFFICE, 1001 Avenue of the Americas, 12th Floor, New York, NY 10018, P (212) 719-7543, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
CALIFORNIA OFFICE, 388 Market Street, Suite 1300, San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
OHIO OFFICE, 4031 Colonel Glenn Highway, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

September 22, 2022

[redacted]
420 Dresher Road
Suite 400
Horsham, PA 19044

RE: [redacted]**v. Ford Motor Company**

Dear Mr. Johns,

Please be advised that your arbitration hearing has been scheduled for July 20, 2023. Please meet me at the Courthouse listed below that morning at 8:15 a.m. so I may prepare you for same. Your hearing will begin at 9:15 a.m.

Arbitration Center
1880 JFK Boulevard, 5th Floor
Philadelphia, PA

Of course, I will continue to work with the manufacturer towards a settlement. If an offer is made I will advise you immediately. Please feel free to contact me if you have any questions or concerns.

Very truly yours,

Robert A. Rapkin
Robert A. Rapkin

RAR\cac

Court of Common Pleas of Philadelphia County
Trial Division

Civil Cover Sheet

For Prothonotary Use Only (Docket Number)
SEPTEMBER 2022 [redacted]
E-Filing Number: [redacted]

PLAINTIFF'S NAME	DEFENDANT'S NAME
[redacted]	FORD MOTOR COMPANY
PLAINTIFF'S ADDRESS [redacted] HORSHAM PA [redacted]	DEFENDANT'S ADDRESS [redacted]
PLAINTIFF'S NAME [redacted]	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS [redacted]	DEFENDANT'S ADDRESS
PLAINTIFF'S NAME	DEFENDANT'S NAME
PLAINTIFF'S ADDRESS	DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS	TOTAL NUMBER OF DEFENDANTS	COMMENCEMENT OF ACTION
2	1	☒ Complaint ☐ Petition Action ☐ Notice of Appeal ☐ Writ of Summons ☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY	COURT PROGRAMS			
☒ $50,000.00 or less	☒ Arbitration	☐ Mass Tort	☐ Commerce	☐ Settlement
☐ More than $50,000.00	☐ Jury	☐ Savings Action	☐ Minor Court Appeal	☐ Minors
	☐ Non-Jury	☐ Petition	☐ Statutory Appeals	☐ W/D/Survival
	☐ Other:			

CASE TYPE AND CODE
10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED
PRO PROTHY
SEP 15 2022
E. HAURIN

IS CASE SUBJECT TO COORDINATION ORDER?
YES NO

TO THE PROTHONOTARY:
Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: [redacted]
Papers may be served at the address set forth below.

NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY	ADDRESS
ROBERT A. RAPKIN	30 EAST BUTLER PIKE AMBLER PA 19002
PHONE NUMBER: (215)540-8888 / FAX NUMBER: (215)540-8817	
SUPREME COURT IDENTIFICATION NO.: 61628	E-MAIL ADDRESS: rarphillyefile@lemonlaw.com
SIGNATURE OF FILING ATTORNEY OR PARTY: *ROBERT RAPKIN*	DATE SUBMITTED: Thursday, September 15, 2022, 11:30 am

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 07/20/2023
You must still comply with the notice below. USTED TODAVIA DEBE CUJPLIR CON EL AVISO PARA DEFENDERSE.
This matter will be heard by a Board of Arbitrators at the time, date and place specified but, if one or more 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 denovo on appeal from a decision entered by a Judge.

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFF

Filed and Attested by the Records
THIS IS AN ARBITRATION 20 JUL 2023 11:30 am
MATTER. ASSESSMENT OF
DAMAGES HEARING WAIVED
REQUESTED.

[redacted]

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

v.

CIVIL ACTION

Ford Motor Company
c/o CT Corporation System
116 Pine Street
Harrisburg, PA 17101

NOTICE TO DEFEND
CODE: 1900

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 or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL & INFORMATION SERVICE
ONE READING CENTER
PHILADELPHIA, PA 19107
TELEPHONE: 215-238-1701

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas de estas demandas expuestas an las paginas signientes, usted tiene veinte (20) dias de plazo al partir de ia fecha de la demanda y ia notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, le corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u ostros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE, SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
FILADELFIA, PA 19107
TELEFONO: 215-238-1701

Case ID [redacted]

Robert A. Rapkin, Esquire
Identification No. 61628
KIMMEL & SILVERMAN, P.C.
30 East Butler Pike
Ambler, PA 19002
(215) 540-8888

ATTORNEY FOR PLAINTIFFS

THIS IS AN ARBITRATION MATTER. ASSESSMENT OF DAMAGES HEARING IS REQUESTED.

[redacted]

v.

Ford Motor Company
c/o CT Corporation System
116 Pine Street
Harrisburg, PA 17101

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

CIVIL ACTION

COMPLAINT
CODE: 1900

1. Plaintiff, [redacted] is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing a[redacted]

2. Plaintiff, [redacted] a corporation qualified to do and regularly conduct business in the Commonwealth of Pennsylvania, with its address and principal place of business located a[redacted]

3. 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 Ford Consumer Affairs, Dearborn, MI 48126, and can be served at c/o CT Corporation System, 116 Pine Street, Harrisburg, PA 17101.

BACKGROUND

4. On or about August 2, 2021, Plaintiffs leased a new 2021 Ford Explorer ST, manufactured and warranted by Defendant, bearing the Vehicle Identification Number [redacted]

Case ID[redacted]

5. The vehicle was leased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

6. The leased price of the vehicle, including registration charges, document fees, sales tax, but excluding other collateral charges not specified, yet defined by the Lemon Law, totaled more than $38,829.95. A true and correct copy of the lease agreement is attached hereto, made a part hereof, and marked Exhibit "A".

7. In consideration for the lease of said vehicle, Defendant issued to Plaintiffs 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.

8. The above-referenced warranties, guarantees, affirmations or undertakings are/were part of the basis of the bargain between Defendant and Plaintiffs.

9. 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.

10. 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 Plaintiffs.

11. Plaintiff's efforts to secure the warranty repair of the vehicle through the Defendant manufacturer's authorized dealer or dealers includes, but is not limited to multiple repair attempts to the check engine light illunminating, the vehicle idling rough, the infotainment system is inoperable and the vehicle misfiring. The vehicle remains out of service at Defendants authorized dealership for over thirty (30) days awaiting an engine replacement. A true and correct copy of the warranty repair history is attached hereto, made a part hereof, and marked Exhibit "B".

12. Plaintiff believes and therefore avers that the vehicle continues to exhibit the foregoing defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq., and will require additional warranty repairs.

COUNT I
PENNSYLVANIA AUTOMOBILE LEMON LAW

13. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

14. Plaintiffs are "Purchasers" as defined by 73 P.S. §1952.

15. Defendant is a "Manufacturer" as defined by 73 P.S. §1952.

16. Chapman Ford of Horsham 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.

17. On or about August 2, 2021, Plaintiffs 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.

18. The nonconformities described violate the express written warranties issued to Plaintiffs by Defendant.

19. 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.

20. 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.

21. Plaintiffs have satisfied the above definition as the vehicle has been subject to repair three (3) times for the same nonconformity, and the nonconformity remains uncorrected.

22. In addition, the above vehicle has been out-of-service by reason of the nonconformities complained of for a cumulative total of thirty (30) or more calendar days.

23. Plaintiffs have delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined above.

24. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

25. Plaintiffs aver 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.

26. Plaintiffs aver 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.

27. Plaintiffs aver 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.

28. Plaintiffs have 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).

29. Pursuant to 73 P.S. § 1958, Plaintiffs seek relief for losses due to the vehicle's nonconformities, including the award of reasonable attorneys' fees and all court costs.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount equal to the price of the subject vehicle, plus all collateral charges, attorneys' fees, and court costs.

COUNT II
MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT

30. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

31. Plaintiffs are "Consumers" as defined by 15 U.S.C. §2301(3).

32. Defendant is a "supplier", "warrantor", and a "service contractor" as defined by 15 U.S.C. § 2301 (4),(5) and (8).

33. The subject vehicle is a "consumer product" as defined by 15 U.S.C. § 2301(1).

34. 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.

35. 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.

36. Defendant has made attempts on several occasions to comply with the terms of its express warranties; however, such repair attempts have been ineffective.

37. The Magnuson-Moss Warranty Improvement Act, 15 U.S.C. §2310(d)(2) provides:

> 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.

38. Plaintiffs have afforded Defendant a reasonable number of opportunities to conform the vehicle to the aforementioned express warranties, implied warranties and contracts.

39. As a direct and proximate result of Defendant's failure to comply with the express written warranties, the Defendant has breached said warranties, has violated the Magnuson-Moss Warranty Improvement Act, the Plaintiffs have suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

40. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Plaintiffs have justifiably relied upon Defendant's express warranties and implied warranties of fitness for a particular purpose and implied warranties of merchantability.

41. At the time of obtaining possession of the vehicle and at all times subsequent thereto, Defendant was aware Plaintiffs were relying upon Defendant's express and implied warranties, obligations, and representations with regard to the subject vehicle.

42. Plaintiffs have incurred damages as a direct and proximate result of the breach and failure of Defendant to honor its express and implied warranties.

43. Such damages include, but are not limited to, the sales price of the vehicle plus all collateral charges, including attorney fees and costs, as well as other expenses, the full extent of which are not yet known.

44. Plaintiffs aver that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.

WHEREFORE, Plaintiffs respectfully demand 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

45. Plaintiffs hereby incorporate all facts and allegations set forth in this Complaint by reference as if fully set forth at length herein.

46. Plaintiffs are "Persons" as defined by 73 P.S. §201-2(2).

47. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

48. 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."

49. 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.

50. 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;
>
> (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.

51. Plaintiffs aver Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

52. 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.

53. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

54. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiffs respectfully demand judgment against Defendant in an amount not in excess of Fifty Thousand Dollars ($50,000.00), together with all collateral charges, attorneys' fees, all court costs and treble damages.

KIMMEL & SILVERMAN, P.C.

[redacted]

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs
30 East Butler Pike
Ambler, Pennsylvania 19002
(215) 540-8888

Case ID: [redacted]

VERIFICATION

Robert A. Rapkin, Esquire states that he is the attorney for the Plaintiffs herein; that he is acquainted with the facts set forth in the foregoing Complaint; that same are true and correct to the best of his knowledge, information and belief; and that this statement is made subject to the Penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsifications to authorities.

[redacted]

ROBERT A. RAPKIN, ESQUIRE
Attorney for Plaintiffs

Case ID: [redacted]

[redacted]

PENNSYLVANIA MOTOR VEHICLE LEASE AGREEMENT

FORD CREDIT | www.ford.com/finance
1-800-727-7000

DATE 08/02/2021

LESSEE (and Co-Lessee) Name and Address (Including County and Zip Code)
[redacted]

N/A

LESSOR (Name and Address)
CandC FORD SALES INC
1100 EASTON ROAD
HORSHAM, PA 19044

"Finance Company" is Ford Motor Credit Company. The "Holder" is CAB East LLC and its assigns. By signing "You" (Lessee and Co-Lessee) agree to lease this Vehicle according to the terms in this lease and the terms of the WearCare Addendum, if any, attached to this lease.

If Your payment schedule is shown in Item 2(a), You entered into a "Monthly Payment Lease."

If Your payment schedule is shown in Item 2(b), You entered into an "Advance Payment Lease."

New/Used	Mileage at Delivery	Year/Make/Model	Vehicle Identification Number	Vehicle Use
New	15	2021 Ford Explorer	[redacted]	Business

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ALL-STATE LEGAL® PLAINTIFF'S EXHIBIT [redacted]

T457737784-DP457737876 - THIS CUSTOMER COMPLETED COPY WAS CREATED ON 08/02/2021 09:25:44 PM GMT

1. Amount Due At Lease Signing or Delivery (Itemized Below) *	2. Payments	3. Other Charges (not part of Your monthly payment)	4. Total of Payments (The amount You will have paid by the end of the lease)
$ 6,999.00	(a) Monthly Payments Your first monthly payment of $ 898.17 is due on 08/02/2021, followed by 35 payments of $ 898.17 due on the 1st day of each month. The total of Your monthly payments is $ 32,334.12. (b) Advance Payment Your Payment of $ N/A is due on N/A. The total of Your payment is $ N/A	Disposition fee (if You do not purchase the Vehicle) $ 395.00 N/A N/A Total $ 395.00	$ 38,829.95

* Itemization of Amount Due at Lease Signing or Delivery

5. Amounts Due At Lease Signing or Delivery:		6. How the Amount Due At Lease Signing or Delivery will be paid:	
a. Capitalized cost reduction	$ 6,100.83	a. Net trade-in allowance	$ N/A
b. First monthly payment	898.17	b. Rebates and noncash credits	500.00
c. Advance payment	N/A	c. Amount to be paid in cash	6,499.00
d. Refundable security deposit	N/A	d. N/A	N/A
e. Title fees	N/A		
f. Registration fees	N/A		
g. Acquisition fee	N/A		
h. N/A	N/A		
i. N/A	N/A		
j. N/A	N/A		
k. N/A	N/A		
l. N/A	N/A		
m. N/A	N/A		
n. N/A	N/A		
o. N/A	N/A		
p. N/A	N/A		
q. N/A	N/A		
r. N/A	N/A		
s. N/A	N/A		
Total	$ 6,999.00	Total	$ 6,999.00

7. Your payment is determined as shown below:

a. **Gross capitalized cost.** The agreed upon value of the Vehicle ($ 61,630.13) and any items You pay over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance) (See Item 19)**		$ 63,359.95
b. **Capitalized cost reduction.** The amount of any net trade-in allowance, rebate, noncash credit, or cash that You pay that reduces the gross capitalized cost	-	6,100.83
c. **Adjusted capitalized cost.** The amount used in calculating Your base payment	=	57,259.12
d. **Residual value.** The value of the Vehicle at the end of the lease used in calculating Your base payment	-	32,650.80
e. **Depreciation and any amortized amounts.** The amounts charged for the Vehicle's decline in value through normal use and for other items paid over the lease term	=	24,608.32
f. **Rent charge.** The amount charged in addition to the depreciation and any amortized amounts	+	5,056.04
g. **Total of base payments.** The depreciation and any amortized amounts plus the rent charge	=	29,664.36
h. **Lease payments.** The number of payments in Your lease	÷	36
i. **Base payment**	=	824.01
j. **Sales / Use tax**	+	74.16
k. N/A	+	N/A
l. N/A	+	N/A
m. **Total payment**	$	898.17
n. **Lease term in months**		36

Early Termination. You may have to pay a substantial charge if You end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier You end the lease, the greater this charge is likely to be.

8. Excess Wear and Use. You may be charged for excessive wear based on our standards for normal use. At the scheduled end of this lease, unless You purchase the Vehicle, **You must pay to Lessor** $0.25 per mile for each mile in excess of 40,515 miles shown on the odometer. See Items 23 and 28 and the WearCare Addendum, if any, attached to this lease for additional excess wear and use terms.

9. Extra Mileage Option Credit. At the scheduled end of this lease, You will receive a credit of $0.N/A per unused mile for the number of unused miles between N/A and N/A miles, less any amounts You owe under this lease. You will not receive any credit if the Vehicle is destroyed, if You terminate Your lease early, exercise any purchase option, are in default or the credit is less than $1.00.

10. Purchase Option at End of Lease Term, $ 32,650.80 plus official fees and taxes, and a reasonable documentary fee if allowed by law, is Your lease end purchase option price. You have the option to purchase the Vehicle at the end of the lease term from a party designated by the Holder for the purchase option price if You are not in default.

11. Other Important Terms. See Your lease documents for additional information on early termination, purchase option and maintenance responsibilities, warranties, late and default charges, insurance, and any security interests, if applicable.

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12. WARRANTY The Vehicle is covered by any warranty indicated below:

☒ Standard new vehicle warranty provided by the manufacturer or distributor of the Vehicle.

☐ N/A

13. OFFICIAL FEES AND TAXES $ 3,749.58

The estimated total amount You will pay for official and license fees, registration, title and taxes over the term of Your lease, whether included with Your monthly payments or assessed otherwise. The actual total of fees and taxes may be higher or lower depending on the tax rates in effect or the value of the leased property at the time a fee or tax is assessed.

14. VEHICLE INSURANCE MINIMUMS You must insure the Vehicle during this lease. This insurance must be acceptable to Finance Company and protect You and Holder with **(a)** comprehensive fire and theft insurance with a maximum deductible amount of **$1,000; and (b)** collision and upset insurance with a maximum deductible of **$1,000; and (c)** automobile liability insurance with minimum limits for bodily injury or death of $ 15,000.00 for any one person and $ 30,000.00 for any one accident, and $ 5,000.00 for property damage.

You will list the Holder as additional insured and loss payee under the insurance policy unless Lessor or Finance Company specifies otherwise. You must give Finance Company evidence of this insurance. (See Item 24)

LESSOR IS NOT PROVIDING VEHICLE OR LIABILITY INSURANCE

15. OPTIONAL INSURANCE These coverages are not required to enter into this lease and will not be provided unless You sign below. If insurance is to be obtained by Lessor, the coverages are shown in a notice given to You this date and are for the term of this lease.

a. Credit Life Insurance — $ N/A (Initial Coverage) — $ N/A (Premium)

N/A (Insured(s))

N/A (Insurance Company)

Lessee: X A N/A Co-Lessee: X A N/A

b. Credit Disability Insurance — $ N/A (Monthly Coverage) — $ N/A (Premium)

N/A (Insured(s))

N/A (Insurance Company)

Lessee: X B N/A Co-Lessee: X B N/A

16. LATE PAYMENTS You will pay a late charge on each payment that is not received within 10 days after it is due. The charge is 7.5% of the full amount of the scheduled payment or $50.00 whichever is less.

17. LESSOR SERVICES (See Item 22) N/A N/A

18. Returned Check Charge You agree to pay a returned check charge of $ N/A for each check, draft, or other order of payment that is dishonored for any reason.

19. Itemization of Gross Capitalized Cost

Agreed Upon Value of the Vehicle	Sales/Use Tax and Other Applicable Taxes	Title Fees	License and Registration Fees	Extended Warranty and Service Contract	Acquisition Fee	Documentation Fee
$ 61,630.13	+ $ 504.07	+ $ 86.00	+ $ 100.75	+ $ N/A	+ $ 645.00	+ $ 394.00
N/A	N/A	N/A	N/A	N/A	N/A	N/A
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	N/A
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A
N/A	N/A	N/A	N/A	N/A	N/A	Total Gross Capitalized Cost
+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	+ $ N/A	= $ 63,359.95

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VEHICLE MAINTENANCE, INSURANCE AND USE

20. VEHICLE USE AND SUBLEASING You will not use, or permit others to use the Vehicle (a) in violation of any law, (b) contrary to the provisions of any insurance policies covering the Vehicle, (c) outside the state where first titled or registered for more than 30 days without Finance Company's written consent, (d) outside the United States, except for less than 30 days in Canada or Mexico or (e) as a private or public carrier. You will keep this lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Finance Company's written consent.

21. IMPLIED WARRANTIES If the Vehicle is of a type normally used for personal use and the Lessor, or the Vehicle's manufacturer, extends a written warranty or service contract covering the Vehicle within 90 days from the date of this lease, You get implied warranties of merchantability and fitness for a particular purpose covering the Vehicle. Otherwise, You understand and agree that there are no such implied warranties, except as otherwise required by law.

22. VEHICLE MAINTENANCE AND OPERATING COSTS Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performad, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. (See Lessor Services, Item 17)

23. COLLISION REPAIR You are responsible for repairs of All Damage that is not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Discuss this requirement with Your insurance company prior to authorizing any collision repair work

24. VEHICLE INSURANCE You must insure the Vehicle and the Holder as set forth in this lease under Item 14, "Vehicle Insurance Minimums." If the state where You title/register the Vehicle establishes higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder at the amounts required by Your state. If You move to a state where Finance Company has established higher Vehicle Insurance Minimums than those listed in this lease, You must insure the Vehicle and Holder for these higher amounts. These amounts are minimum requirements and may not be sufficient to protect Your assets. You should consult Your insurance advisor to determine if additional insurance coverage is right for You.

You agree that Finance Company can file a claim under the insurance policy. You authorize the insurance company to provide Finance Company any information Finance Company believes necessary to make a claim. You agree that Finance Company may receive and sign Your name on any checks or drafts received by Finance Company from Your insurance provider. In addition, You authorize Finance Company to settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

25. RETURNED INSURANCE PREMIUMS AND SERVICE CONTRACT CHARGES This lease may contain charges for insurance, service contracts, or other contracts. You agree that Finance Company can claim benefits under these contracts. Unless prohibited by law, Finance Company may upon default or termination cancel these contracts to obtain refunds of unearned charges. You authorize Finance Company to subtract any refund from the amount You owe under this lease. If You receive a refund, You must pay the entire amount of the refund to Finance Company

ENDING YOUR LEASE

26. TERMINATION This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, or another place designated by Finance Company, and (c) the payment by You of all amounts owed under this lease. Finance Company may cancel this lease if You default.

27. RETURN OF VEHICLE If You do not buy the Vehicle at lease end, You must return it to Lessor unless Finance Company specifies another place. Prior to the scheduled return of the Vehicle, You may be requested to present the Vehicle for inspection at a reasonable time and location. Upon return of the Vehicle, You must pay the disposition fee, if any is shown in this lease under Item 3 "Other Charges." If You fail to return the Vehicle within 10 days after Your scheduled termination date, You will be charged one Monthly Payment and Your term will be extended one month. If You continue to fail to return the Vehicle You must pay damages to Finance Company, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

28. STANDARDS FOR EXCESS WEAR AND USE You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires that have sidewall damage/plugs, exposed cords/belts, or are unmatched for Vehicle or unsafe; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pitted, cracked, or dented; (d) Interior rips, stains, burns or damaged areas; (e) Replacement of any missing equipment or parts (including missing keys or remote entry devices); and (f) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the Vehicle must not invalidate any warranty. If You have not had the repairs made before the Vehicle is returned, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle. You will maintain the Odometer of the Vehicle so that it always reflects the Vehicle's actual mileage. If the odometer is at any time inoperative, You will provide us with reasonable evidence of the Vehicle's actual mileage at vehicle return. If You are unable to do so, You will pay us our estimate of any reduction of the Vehicle's wholesale value caused by the inability to determine the Vehicle's actual mileage

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29. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE
You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor unless Finance Company designates another place. You must pay the following: (a) the amount by which the Unpaid Adjusted Capitalized Cost exceeds the Vehicle's Fair Market Wholesale Value, plus (b) all other amounts then due under the lease (except for excess wear and use and mileage). If You entered an *Advance Payment Lease* and the Vehicle's Fair Market Wholesale Value exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

Alternatively, You may choose to satisfy Your financial obligation under this section upon Vehicle return if You pay the following: (a) the unpaid remaining Monthly Payments, plus (b) any charges for excess wear and use and mileage, plus (c) all other amounts then due under the lease.

30. VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE
You may purchase the Vehicle from the Lessor or a party designated by Finance Company at any time if You are not in default. If You have a *Monthly Payment Lease*, you must pay the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) the amount by which the lease end purchase option price (Item 10) exceeds the Residual Value (Item 7d), plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law. If You have an *Advance Payment Lease*, you must pay the following: (a) the lease end purchase option price (Item 10) less (b) any unearned Rent Charges, plus (c) official fees and taxes, plus (d) all other amounts then due under this lease (except charges for excess wear and use and mileage). You may also be charged a reasonable documentary fee if allowed by law.

31. DEFINITION OF TERMS
Unpaid Adjusted Capitalized Cost If You have a *Monthly Payment Lease*, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost and is reduced each month on the due date by the difference between the Base Monthly Payment and the part of the Rent Charge earned in that month on an actuarial basis.

If You have an *Advance Payment Lease*, the Unpaid Adjusted Capitalized Cost is an amount that starts with the Adjusted Capitalized Cost less the Base Payment. This amount is increased each month on the due date by the part of the Rent Charge earned in that month on an actuarial basis.

In both cases, rent charges are earned when due. Lessor or Finance Company will provide You with an explanation of the actuarial method upon request.

Fair Market Wholesale Value will be: (a) an amount agreed to by You and Lessor or Finance Company, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Finance Company, or (c) if not established by agreement or appraisal, the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the Vehicle at wholesale or other commercially reasonable manner.

Monthly Payment If You have a *Monthly Payment Lease*, Monthly Payment is the Total Payment (Item 7m). If You have an *Advance Payment Lease*, Monthly Payment is the Total Payment (Item 7m) divided by the Lease Term in Months (Item 7n).

Base Monthly Payment If You have a *Monthly Payment Lease*, Base Monthly Payment is the Base Payment (Item 7i). If You have an *Advance Payment Lease*, Base Monthly Payment is the Base Payment (Item 7i) divided by the Lease Term in Months (Item 7n).

32. CONTACT NUMBER FOR FINANCE COMPANY Please contact Finance Company at the telephone number or website listed in this lease if You have any questions regarding terminating Your lease or purchasing the Vehicle.

33. YOUR ODOMETER OBLIGATIONS Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

DEFAULT AND LOSS OF VEHICLE

34. DEFAULT You will be in default if: (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Finance Company may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Finance Company the right to go on Your property to peacefully retake the Vehicle.

If Finance Company retakes the Vehicle, You must pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the wholesale sale of the Vehicle, plus (b) any other amounts then due under the lease (except charges for excess wear and use and mileage). If You entered into an *Advance Payment Lease*, and the value which could be realized at the wholesale sale of the Vehicle exceeds the Unpaid Adjusted Capitalized Cost, You will receive a credit for the difference.

The value which could be realized at the wholesale sale of the Vehicle will be: (a) the net amount received by Finance Company, Holder or its designated intermediary upon the sale of the vehicle at wholesale or other commercially reasonable manner, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from default, from an independent third party agreeable to Finance Company. You must also pay all expenses, including reasonable attorneys fees, payable by Finance Company to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under this lease.

35. THEFT OR DESTRUCTION OF VEHICLE If the Vehicle is stolen or destroyed, the amount You owe will depend upon whether You had the required insurance in effect and the claim for the Vehicle is fully honored. If Finance Company does not receive the full insurance proceeds, You will pay to Finance Company the following: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under the lease (except charges for excess wear and use and mileage), less (c) any insurance proceeds received by Finance Company.

GAP Waiver If You had in effect the insurance required under this lease and Finance Company receives the full insurance proceeds, You will not be required to pay the difference (GAP) between the Unpaid Adjusted Capitalized Cost and the insurance proceeds. You will only be required to pay: (a) any past due Monthly Payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease (except charges for excess wear and use and mileage).

Even if the Vehicle is insured, if You have a *Monthly Payment Lease* and Finance Company receives payment of the insurance proceeds, You agree to continue to make Your Monthly Payments. If You have an *Advance Payment Lease*, after any insurance proceeds are paid, You will receive a credit equal to the Base Monthly Payment multiplied by the number of remaining months in the Lease Term in Months, beginning with the month immediately following the date of theft or destruction.

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ADDITIONAL INFORMATION

36. **ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder. Finance Company or a substitute will administer this lease. You must then pay, in U.S. funds, all amounts due under this lease to Finance Company. If Finance Company is not the Holder of this lease, Holder has appointed Finance Company as its agent. As agent for Holder, Finance Company has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other service, You will look only to the Lessor for these services.

37. **TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

38. **TITLING** The Vehicle will be titled in the name of Holder. There may be a lienholder listed as well. You will register the Vehicle as directed by Finance Company. You will pay all license, title and registration costs.

39. **INDEMNITY** You will indemnify and hold harmless Lessor, Finance Company and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You are responsible for promptly paying all fines and tickets, including parking tickets, imposed on the Vehicle or its driver. If both a Lessee and Co-Lessee signed this lease, each party is jointly and severally liable for the payment of these fines and tickets. If You do not pay, You will reimburse Finance Company and pay a $20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

40. **SECURITY DEPOSIT** Your security deposit may be used by Finance Company to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on Your security deposit(s).

41. **CONSUMER REPORTS** You authorize Finance Company and Holder to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this lease.

42. **SERVICING AND COLLECTION** You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Lessor, Finance Company, Holder and their affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or otherwise device, regardless of whether you incur charges as a result.

43. **GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth in this lease. If that law does not allow any of the agreements in this lease, the ones that are not allowed will be void. The rest of this lease will still be valid.

44. **ELECTRONIC RECORDS AND SIGNATURES AND CONVERSION TO PAPER** You agree to use electronic records and electronic signatures to document this lease. Your electronic signatures will have the same effect as signatures on a paper lease.

    There will be one authoritative copy of this lease. It will be the electronic copy in a document management system the Creditor designates for storing it.

    The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

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Case II [redacted]

READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY

ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Lessor/Finance Company/Holder ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP
If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY
- RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION
- BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT
- RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR
- OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the ownership interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and 5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds $200, we will pay the amount in excess of $200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

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SIGNATURES AND IMPORTANT NOTICES

Important Notice: If You do not meet Your contractual obligations, You may lose the right to lease and use the Vehicle, as well as Your security deposit.

Modification: This lease sets forth all of the agreements of Lessor and You for the lease of the Vehicle. There is no other agreement. Any change in this lease must be in writing and signed by You and Finance Company.

Lessee: Alem Commercial Cleaning Llc

By: XC [redacted] Title: Owner
Lamar Anthony Johns

Co-Lessee: N/A

By: XC N/A Title: N/A

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.

NOTICE: (1) Do not sign this lease before You read it or if it has any blank space to be filled in, (2) You have the right to get a filled-in paper copy of this lease. You acknowledge that You received a filled-in paper copy of this lease at the time You electronically signed it and notice of an assignment of this lease by the Lessor to Holder.

Lessee: Alem Commercial Cleaning Llc

By: XD [redacted] Title: Owner
Lamar Anthony Johns

Co-Lessee: N/A

By: XD N/A Title: N/A

Lessor and Lessee are hereby notified that Holder has assigned to OI Exchange, in its capacity as Holder's qualified intermediary, its rights (but not its obligations) with respect to the purchase of this Vehicle and the sale of this Vehicle at lease termination.
Lessor accepts this lease and assigns it to Holder under the terms of the lease plan agreement between Lessor and Holder.

Lessor: CandC FORD SALES INC

By: XE [redacted] Title: Finance Manager

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

[redacted]

Case ID [redacted]

Affidavit of Title Application and Odometer Statement- Lease

This affidavit by the dealer sets forth the required parties for the titling of the vehicle, assignment of the lease agreement, and notation of the lienholder as set forth below.

The dealer hereby certifies that the title application and odometer statement will be complete, accurate, and will include the following information:

Lienholder name and address	HTD Leasing LLC P.O. Box 105704 Atlanta, GA 30348-5704
Holder/Lessor	CAB East LLC 2975 Breckinridge Blvd, Duluth, GA 30096
Lessee name and address	[redacted]
Co-Lessee name and address	N/A
Vehicle information:	
- Year	2021
- Make	Ford
- Model	Explorer
- VIN	[redacted]
- Mileage	15

It is also certified the odometer statement will contain all federally required legal verbiage and be completed and signed in accordance with local and state regulations.

I, dealer, hereby certify that subject to the terms of the "Red Carpet Lease Assignment," the information contained within this affidavit is complete and accurate.

Dealer Name (printed): Dealer Address:	CandC FORD SALES INC 1100 EASTON ROAD HORSHAM, PA 19044
Dealer signature	A [redacted]
Date	08/02/2021

[redacted]

205-85L (November 2020)

[redacted]

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

Mileage and Condition Information

Customer 1 - Name and Address (Including County)
[redacted]

Customer 2 - Name and Address (Including County)
N/A

Dealer - Name and Address
CandC FORD SALES INC
1100 EASTON ROAD
HORSHAM, PA 19044

Year/Make/Model	Vehicle Identification Number	Mileage	Term (mo.)
2021 Ford Explorer	[redacted]	15	36

Mileage Option Selection. This section is informational and is designed to help clarify one of the many mileage options available. You have reviewed all options and determined that the mileage allowance per year checked below best meets your driving needs.

- ☐ 5,000 miles per year (Lincoln only)
- ☐ 7,500 miles per year
- ☐ 10,500 miles per year
- ☐ 12,000 miles per year
- ☒ 13,500 miles per year
- ☐ 15,000 miles per year
- ☐ 16,500 miles per year
- ☐ 18,000 miles per year
- ☐ 19,500 miles per year (Additional miles may have been purchased with this option)

The average miles driven per year on your previous vehicle was_____

FOR USE WITH DEMONSTRATOR AND SERVICE LOANER VEHICLES ONLY

Demonstrator/Service Loaner Vehicle Condition Information. Your initials below certify you understand the vehicle described above has been used or operated as a demonstrator or service loaner vehicle. You also certify that you have completed an inspection of the vehicle and are satisfied with the like-new condition. A N/A A N/A
(Customer 1 / Customer 2 Initials)

Customer 1: B [redacted]	Date: 08/02/2021
Customer 2: B N/A	Date: N/A
Dealer: B [redacted]	Date: 08/02/2021

FC-18864 Aug 20

Case [redacted]

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

[redacted] - THIS IS A CUSTOMER COMPLETED COPY OF THE SIGNED ELECTRONIC FORM HELD BY ROUTEONE LLC.

Guaranty of Motor Vehicle Lease Agreement

Lease Date 08/02/2021

Lessee (and Co-Lessee) - Name and Address (including COUNTY)

[redacted]

Lessor - Name and Address

CandC FORD SALES INC 1100 EASTON ROAD HORSHAM, PA 19044

Vehicle

New/Used/Demo	Mileage at Delivery	Year/Make/Model	GVW if truck (lbs.)	Vehicle ID Number
New	15	2021 Ford Explorer	N/A	[redacted]

To cause Lessor or Holder to lease the Vehicle to Lessee under the Motor Vehicle Lease Agreement dated as described above, each person who signs below as a "Guarantor" guarantees payment under the Motor Vehicle Lease Agreement. This means that if the Lessee fails to pay any money that is owed under the Motor Vehicle Lease Agreement each one who signs as a Guarantor will pay it when asked. Each person who signs below as a Guarantor agrees to be liable for the whole amount owed even if one or more other persons also sign this Guaranty. Each Guarantor also agrees to be liable even if Lessor or holder does one or more of the following: (a) gives the Lessee more time to pay one or mor payments, or (b) gives a release in full or part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of the Motor Vehicle Lease Agreement and this Guaranty at the time of signing.

Date of Guaranty 08/02/2021

Guarantor [redacted]

Address

City, State, Zip

Signature

Guarantor _____

Address _____

City, State, Zip _____

Signature _____

FCNA-17553-EL JAN 05

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TRUE AND ACCURATE COMPLETED COPY - UCC NON-AUTHORITATIVE COPY

[redacted]

Chapman Ford of Horsham
1100 Easton Rd
Horsham, PA 19044
Ph. (25) 674-3600

Collision Center
1100 Easton Rd. Route 611
Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO
9019951

[redacted]

RESIDENCE PHONE BUSINESS PHONE

CELL PHONE [redacted]

ADVISOR
8290 Tyler Cancel
LABOR RATE LICENSE NO

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER
VEHICLE ID NO [redacted]

P O NO

TAG NO. 0001
MILEAGE 2892

INVOICE DATE 10/06/21
INVOICE NO [redacted]
COLOR Carbonized Gray M2[redacted]05
STOCK NO
DELIVERY DATE 08/02/21
DELIVERY MILES 15
SELLING DEALER
PRODUCTION DATE

RO DATE 10/06/21
MILEAGE OUT 2892

Labor and Parts

J# 1 .099PX Units: 0.00 Tech(s) 940 0.00
QL MULTI-POINT INSP: CUSTOMER STATES PERFORM QUICK LANE COURTESY MULTI-POINT INSPECTION
INSPECT FLUID LEVELS AND CONDITION (VISUAL)
INSPECT BATTERY CONDITION AND TEST
INSPECT WIPERS (VISUAL)
INSPECT TIRE CONDITION AND WEAR (VISUAL)
INSPECT LIGHTS (VISUAL)
INSPECT STEERING AND SUSPENSION (VISUAL)
INSPECT EXHAUST SYSTEM (VISUAL)
INSPECT DRIVE AXLE (VISUAL)
INSPECT BELTS AND COOLANT SYSTEM (BOTH VISUAL)
MAINTENANCE
PERFORMED QUICK LANE COURTESY MULTI-POINT INSPECTION

Job # 1 Total Parts 0.00
Job # 1 Total Labor & Parts 0.00

J# 2 .WIPERS Units: 0.20 Tech(s) 7730 Warranty
CUSTOMER STATES TO REPLACE WIPER BLADES ARE STREAKING
CAUSUL PART: WIPER BLADES
FAILURE: STREAKING
REPLACED THE FRONT WIPER BLADES AND ALL OK NOW
17528AF .2

Parts Number	Failed	Description	Qty	Unit Price
LB5Z17528A		BLADE ASY WIPER	1	
LB5Z17528B		BLADE ASY WIPER	1	

Job # 2 Total Parts Warranty
Job # 2 Total Labor & Parts Warranty

J# 3 VIDEO Units: 0.00 Tech(s) 940 Internal Work
PERFORM VIDEO MULTI POINT INSPECTION AND TEXT TO CUSTOMER
VIDEO MULTI POINT
VIDEO AND MULTI POINT INSPECTION SENT TO CUSTOMER

Job # 3 Total Parts Internal Work

J# 4 TEXT Units: 0.00 Tech(s) 999 Internal Work
Text communication enabled
Text Communication enabled
Text communication enabled

Job # 4 Total Parts Internal Work

J# 5 LYFT Units: 0.00 Tech(s) 999 0.00
CUSTOMER REQUESTS LYFT TRANSPORTATION SERVICE
RIDESHARE REQUESTED.
LYFT SERVICE PROVIDED.

Job # 5 Total Parts 0.00
Job # 5 Total Labor & Parts 0.00

Miscellaneous Charges and Deductions For All Jobs

DISCLAIMER OF WARRANTY

The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Important

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us 'Completely Satisfied' on each question, please contact your service manager.

Thank you,
Chapman Auto Group

ALL-STATE LEGAL®
PLAINTIFF'S EXHIBIT
B

Thank you

Case ID: [redacted]

[redacted]

Chapman Ford of Horsham
1100 Easton Rd
Horsham, PA 19044
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Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO
9019951

[redacted]

RESIDENCE PHONE | BUSINESS PHONE

CELL PHONE
[redacted]

ADVISOR
8290 Tyler Cancel
LABOR RATE | LICENSE NO

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER

VEHICLE ID NO
[redacted]

P. O. NO

TAG NO
0001

MILEAGE
2892

INVOICE DATE
10/06/21

INVOICE NO
[redacted]

COLOR
Carbonized Gray Metallic

STOCK NO
[redacted]

DELIVERY DATE
08/02/21

DELIVERY MILES
15

SELLING DEALER

PRODUCTION DATE

RO DATE
10/06/21

MILEAGE OUT
2892

Labor and Parts

( ) Cash ( ) Check Ck. No. ( )

( ) Visa/MC ( ) Amex ( ) Discover

( ) A/R Customer Cashier's Initials ( ) Date / /

Service Hours: Monday - Friday 7:00 AM - 5:30 PM

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
Total Invoice $	0.00

Signature

Date

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Thank you,
Chapman Auto Group

Tha[redacted]

[redacted]

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1100 Easton Rd
Horsham, PA 19044
Ph. (25) 674-3600

Collision Center
1100 Easton Rd. Route 611
Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO: 9019951

[redacted]

RESIDENCE PHONE: [redacted]
BUSINESS PHONE:
CELL PHONE: [redacted]

ADVISOR: 7790 Dennis Witkowski
LABOR RATE: LICENSE NO:
TAG NO: 5839
MILEAGE: 5785
INVOICE DATE: 12/23/21
INVOICE NO: [redacted]
COLOR: Carbonized Gray [redacted]
STOCK NO: [redacted]
YEAR / MAKE / MODEL: 2021 / FORD / EXPLORER
VEHICLE ID NO: [redacted]
P.O. NO:
DELIVERY DATE: 08/02/21
DELIVERY MILES: 15
SELLING DEALER:
PRODUCTION DATE:
RO DATE: 12/21/21
MILEAGE OUT: 5788

Labor and Parts

J# 1 - Q99PX — Units: 0.00 Tech(s) 8196 — 0.00

QL MULTI-POINT INSP: CUSTOMER STATES PERFORM QUICK LANE COURTESY MULTI-POINT INSPECTION
INSPECT FLUID LEVELS AND CONDITION (VISUAL)
INSPECT BATTERY CONDITION AND TEST
INSPECT WIPERS (VISUAL)
INSPECT TIRE CONDITION AND WEAR (VISUAL)
INSPECT LIGHTS (VISUAL)
INSPECT STEERING AND SUSPENSION (VISUAL)
INSPECT EXHAUST SYSTEM (VISUAL)
INSPECT DRIVE AXLE (VISUAL)
INSPECT BELTS AND COOLANT SYSTEM (BOTH VISUAL)
MAINTENANCE
PERFORMED QUICK LANE COURTESY MULTI-POINT INSPECTION

Job # 1 Total Parts — 0.00
Job # 1 Total Labor & Parts — 0.00

J# 2 - 99RECALLS — Units: 0.70 Tech(s) 8196 — Warranty

CUSTOMER REQUESTS PERFORM RECALL - 21s44 - 360 degree camera inop
PERFORM RECALL PER FSA
PERFORMED RECALL 21S44. VIA FDRS, CHECKED FOR IPMB UPDATE, DID NOT PASS. UPDATED SOFTWARE FOR IPMB MODULE TO LATEST CONFIGURATION. CLEARED CODES SET DURING PROGRAMMING.

LABOR OP 21S44B

Job # 2 Total Parts — Warranty
Job # 2 Total Labor & Parts — Warranty

J# 3 - 5K — Units: 0.80 Tech(s) 8196 — 47.96

5K SERVICE INTERVAL REQUESTED:
DRAIN AND REPLACE ENGINE OIL AND FILTER
COMPLETE MULTI-POINT INSPECTION
CHECK AND TOP OFF WASHER FLUID
ROTATE TIRES & SET TIRE PRESSURE
LUBRICATE DOOR LOCKS AND HINGES
CHECK ENTERIOR LIGHTS AND HORN
4 WHEEL VISUAL BRAKE INSPECTION
WIPER SYSTEM. INSPECT STEERING AND SUSPENSION COMPONENTS.INSPECT BATTERY AND CABLES FOR CORROSION. INSPECT ALL BELTS.
COMPLETED SERVICE

Parts Number	Failed	Description	Qty	Unit Price	
FL2062AB12		KIT ELEMENT GASKET OIL F	1	6.50	6.50
XO5W30BSP		OIL	6	3.25	19.50

Job # 3 Total Parts — 26.00
Job # 3 Total Labor & Parts — 73.96

J# 4 - TEXT — Units: 0.00 Tech(s) 999 — Internal Work

Text communication enabled
Text Communication enabled
Text communication enabled

DISCLAIMER OF WARRANTY

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Thank you,
Chapman Auto Group

Thank you
Case ID: [redacted]

[redacted]

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Collision Center
1100 Easton Rd. Route 611
Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO
9019951

[redacted]

RESIDENCE PHONE [redacted]
BUSINESS PHONE
CELL PHONE [redacted]

ADVISOR
7790 Dennis Witkowski
LABOR RATE LICENSE NO

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER
VEHICLE ID NO [redacted]
P.O. NO

TAG NO 5839
MILEAGE 5785
INVOICE DATE 12/23/21
INVOICE NO [redacted]
COLOR Carbonized Gray [redacted]
STOCK NO [redacted]
DELIVERY DATE 08/02/21
DELIVERY MILES 15
SELLING DEALER
PRODUCTION DATE
RO DATE 12/21/21
MILEAGE OUT 5788

Labor and Parts

J# 5 Q99PX — Job # 4 Total Parts — Internal Work 0.00
Units: 0.00 Tech(s) 8196
QL MULTI-POINT INSP: CUSTOMER STATES PERFORM QUICK LANE COURTESY MULTI-POINT INSPECTION
INSPECT FLUID LEVELS AND CONDITION (VISUAL)
INSPECT BATTERY CONDITION AND TEST
INSPECT WIPERS (VISUAL)
INSPECT TIRE CONDITION AND WEAR (VISUAL)
INSPECT LIGHTS (VISUAL)
INSPECT STEERING AND SUSPENSION (VISUAL)
INSPECT EXHAUST SYSTEM (VISUAL)
INSPECT DRIVE AXLE (VISUAL)
INSPECT BELTS AND COOLANT SYSTEM (BOTH VISUAL)
MAINTENANCE
PERFORMED QUICK LANE COURTESY MULTI-POINT INSPECTION

Job # 5 Total Parts 0.00
Job # 5 Total Labor & Parts 0.00

J# 6 VIDEO — Units: 0.20 Tech(s) 8196 — Internal Work
PERFORM VIDEO MULTI POINT INSPECTION AND TEXT TO CUSTOMER
VIDEO MULTI POINT
VIDEO AND MULTI POINT INSPECTION SENT TO CUSTOMER

J# 7 TEXT — Job # 6 Total Parts — Internal Work
Units: 0.00 Tech(s) 999 — Internal Work
Text communication enabled
Text Communication enabled
Text communication enabled

J# 8 LYFT — Job # 7 Total Parts — Internal Work 0.00
Units: 0.00 Tech(s) 999
CUSTOMER REQUESTS LYFT TRANSPORTATION SERVICE
RIDESHARE REQUESTED.
LYFT SERVICE PROVIDED.

Job # 8 Total Parts 0.00
Job # 8 Total Labor & Parts 0.00

Miscellaneous Charges and Deductions For All Jobs

DISCLAIMER OF WARRANTY

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Important

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us 'Completely Satisfied' on each question, please contact your service manager.

Thank you,
Chapman Auto Group

Thank [redacted] Case I[redacted]

[redacted]

Chapman Ford of Horsham
1100 Easton Rd
Horsham, PA 19044
Ph. (25) 674-3600

Collision Center
1100 Easton Rd. Route 611
Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO
9019951

[redacted]

RESIDENCE PHONE [redacted] BUSINESS PHONE

CELL PHONE [redacted]

ADVISOR
7790

LABOR RATE LICENSE NO

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER

VEHICLE ID NO [redacted]

P.O. NO

TAG NO
5839

MILEAGE
5785

INVOICE DATE
12/23/21

COLOR
Carbonized Gray M2100405

DELIVERY DATE
08/02/21

SELLING DEALER

RO DATE
12/21/21

INVOICE NO [redacted]

STOCK NO

DELIVERY MILES
15

PRODUCTION DATE

MILEAGE OUT
5788

Labor and Parts

( ) Cash ( ) Check Ck. No. ( )

( ) Visa/MC ( ) Amex ( ) Discover

( ) A/R Customer Cashier's Initials ( ) Date / /

Service Hours: Monday - Friday 7:00 AM - 5:30 PM

Total Labor	47.96
Total Parts	26.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	4.44
Total Invoice $	78.40

Signature Date

DISCLAIMER OF WARRANTY

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Thank you,
Chapman Auto Group

Thank you

Case ID: [redacted]

[redacted]

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1100 Easton Rd
Horsham, PA 19044
Ph. (25) 674-3600

Collision Center
1100 Easton Rd. Route [redacted]
Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO: 9019951

[redacted]

RESIDENCE PHONE: [redacted] BUSINESS PHONE:

CELL PHONE: [redacted]

ADVISOR: 8455 Angela Donahue
LABOR RATE: LICENSE NO:

YEAR / MAKE / MODEL: 2021 / FORD / EXPLORER
VEHICLE ID NO: [redacted]
P O NO:

TAG NO: 6144
MILEAGE: 10084

INVOICE DATE: 05/26/22
COLOR: Carbonized Gray [redacted]
STOCK NO: [redacted]
DELIVERY DATE: 08/02/21
DELIVERY MILES: 15
SELLING DEALER:
PRODUCTION DATE:

RO DATE: 05/23/22
MILEAGE OUT: 10973

Labor and Parts

J# 1 Q99PX — Units: 0.00 Tech(s) 8196 — 0.00

QL MULTI-POINT INSP; CUSTOMER STATES PERFORM QUICK LANE COURTESY MULTI-POINT INSPECTION
INSPECT FLUID LEVELS AND CONDITION (VISUAL)
INSPECT BATTERY CONDITION AND TEST
INSPECT WIPERS (VISUAL)
INSPECT TIRE CONDITION AND WEAR (VISUAL)
INSPECT LIGHTS (VISUAL)
INSPECT STEERING AND SUSPENSION (VISUAL)
INSPECT EXHAUST SYSTEM (VISUAL)
INSPECT DRIVE AXLE (VISUAL)
INSPECT BELTS AND COOLANT SYSTEM (BOTH VISUAL)
MAINTENANCE
PERFORMED QUICK LANE COURTESY MULTI-POINT INSPECTION

Job # 1 Total Parts 0.00
Job # 1 Total Labor & Parts 0.00

J# 2 — Units: 0.40 Tech(s) 8196 — Warranty

CUSTOMER STATES: customer states the front driver tire has a bolt in it.
CUSTOMER APPROVED:
Original complaint: CUSTOMER STATES: customer states the front driver tire has a bolt in it.
CUSTOMER APPROVED:
CAUSAL PART:
COND CODE:
BASIC PART #
MOUNTED AND BALANCED 1 TIRE

Parts Number	Failed	Description	Qty	Unit Price
GOO52809600	X	275 45R21XL	1	

Job # 2 Total Parts Warranty
Job # 2 Total Labor & Parts Warranty

Recommendations
tire and wheel claim# 11577365. $431.45
auth estc618629 NEW DOT: UN8MX0960322
OLD DOT:1UN8M762L0421

J# 3 VIDEO — Units: 0.20 Tech(s) 8196 — Internal Work

PERFORM VIDEO MULTI POINT INSPECTION AND TEXT TO CUSTOMER
VIDEO MULTI POINT
VIDEO AND MULTI POINT INSPECTION SENT TO CUSTOMER

Job # 3 Total Parts Internal Work

J# 4 TEXT — Units: 0.00 Tech(s) 999 — Internal Work

Text communication enabled
Text Communication enabled
Text communication enabled

Job # 4 Total Parts Internal Work

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Thank you,
Chapman Auto Group

Thank you

Case ID [redacted]

[redacted]

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Collision Center
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Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO
9019951

[redacted]

RESIDENCE PHONE [redacted] BUSINESS PHONE

CELL PHONE [redacted]

ADVISOR
8455 Angela Donahue
LABOR RATE LICENSE NO

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER
VEHICLE ID NO [redacted]

P O NO

TAG NO 6144
MILEAGE 10084

INVOICE DATE 05/26/22
INVOICE NO [redacted]
COLOR Carbonized Gray [redacted]
STOCK NO.
DELIVERY DATE 08/02/21
DELIVERY MILES 15
SELLING DEALER
PRODUCTION DATE
RO DATE 05/23/22
MILEAGE OUT 10973

Labor and Parts

J# 5 LYFT Units: 0.00 Tech(s) 999 0.00
CUSTOMER REQUESTS LYFT TRANSPORTATION SERVICE
RIDESHARE REQUESTED.
LYFT SERVICE PROVIDED.

Job # 5 Total Parts 0.00
Job # 5 Total Labor & Parts 0.00

J# 6 99RECALLS Units: 0.00 Tech(s) 8196 Warranty
CUSTOMER REQUESTS PERFORM RECALL: 22S27 EXPLORER REAR AXLE BOLT FRACTURE
PERFORM RECALL PER FSA
DID NOT PERFORM RECALL 22S27. SOFTWARE UPDATE FOR 2021MY EXPLORER ST NOT YET AVAILABLE.

Job # 6 Total Parts Warranty
Job # 6 Total Labor & Parts Warranty

Miscellaneous Charges and Deductions For All Jobs

Total Labor	0.00	
Total Parts	0.00	
Total Sublet	0.00	
Misc. Chrgs	0.00	
Car Rental	0.00	
Freight	0.00	
Deductible	0.00	
Special Tax	0.00	
Haz Mat Chrg	0.00	
Sales Tax	0.00	
Total Invoice $	0.00	

( ) Cash ( ) Check Ck. No. ( )

( ) Visa/MC ( ) Amex ( ) Discover

( ) A/R Customer Cashier's Initials ( ) Date / /

Service Hours: Monday - Friday 7:00 AM - 5:30 PM

Signature Date

DISCLAIMER OF WARRANTY

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Important

You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us 'Completely Satisfied' on each question, please contact your service manager.

Thank you,
Chapman Auto Group

Thank You [redacted]

[redacted]

Chapman Ford of Horsham
1100 Easton Rd
Horsham, PA 19044
Ph. (25) 674-3600

Collision Center
1100 Easton Rd. Route 611
Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO
9019951

[redacted]

RESIDENCE PHONE [redacted] BUSINESS PHONE

CELL PHONE [redacted]

ADVISOR 7790 Dennis Witkowski
LABOR RATE LICENSE NO

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER

VEHICLE ID NO [redacted]

P.O. NO

TAG NO 8921
MILEAGE 12253

INVOICE DATE 07/08/22
INVOICE NO [redacted]
COLOR Carbonized Gray Metallic
STOCK NO [redacted]
DELIVERY DATE 08/02/21
DELIVERY MILES 15
SELLING DEALER
PRODUCTION DATE

RO DATE 07/08/22
MILEAGE OUT 12256

Labor and Parts

J# 1 [redacted] Q99PX Units: 0.00 Tech(s) 8341 0.00

QL MULTI-POINT INSP: CUSTOMER STATES PERFORM QUICK LANE COURTESY MULTI-POINT INSPECTION
INSPECT FLUID LEVELS AND CONDITION (VISUAL)
INSPECT BATTERY CONDITION AND TEST
INSPECT WIPERS (VISUAL)
INSPECT TIRE CONDITION AND WEAR (VISUAL)
INSPECT LIGHTS (VISUAL)
INSPECT STEERING AND SUSPENSION (VISUAL)
INSPECT EXHAUST SYSTEM (VISUAL)
INSPECT DRIVE AXLE (VISUAL)
INSPECT BELTS AND COOLANT SYSTEM (BOTH VISUAL)
MAINTENANCE
PERFORMED QUICK LANE COURTESY MULTI-POINT INSPECTION

Job # 1 Total Parts 0.00
Job # 1 Total Labor & Parts 0.00

J# 2 [redacted] 5K Units: 0.80 Tech(s) 8341 47.96

5K SERVICE INTERVAL REQUESTED:
DRAIN AND REPLACE ENGINE OIL AND FILTER
INSPECT AIR FILTER (REPLACE AS REQUIRED FILTER ADDITIONAL CHARGE)
COMPLETE MULTI-POINT INSPECTION
CHECK AND TOP OFF WASHER FLUID
ROTATE TIRES & SET TIRE PRESSURE
LUBRICATE DOOR LOCKS AND HINGES
CHECK ENTERIOR LIGHTS AND HORN
4 WHEEL VISUAL BRAKE INSPECTION
WIPER SYSTEM. INSPECT STEERING AND SUSPENSION COMPONENTS.INSPECT BATTERY AND CABLES FOR CORROSION. INSPECT ALL BELTS.
COMPLETED SERVICE

Parts Number	Failed	Description	Qty	Unit Price	
FT4Z6731CA		KIT ELEMENT GASKET OIL F	1	8.00	8.00
XO5W30BSP		OIL	6	4.50	27.00
			Job # 2 Total Parts		35.00
		Waste Disposal fee			5.95
			Job # 2 Total Labor & Parts		88.91

J# 3 [redacted] 99RECALLS Units: 0.40 Tech(s) 8341 Warranty

CUSTOMER REQUESTS PERFORM RECALL - 22S27 - REAR BOLT FRACTURE
PERFORM RECALL PER FSA
ON FDRS PERFORMED PCM SOFTWARE UPDATE. CLEARED AND SEFT TESTED.
COMPLETED RECALL 22S27

22S27B

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Thank you,
Chapman Auto Group

Thank You Case ID: [redacted]

[redacted]

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CUSTOMER NO
9019951
[redacted]

ADVISOR
7790 Dennis Witkowski
LABOR RATE LICENSE NO

TAG NO. 8921
MILEAGE 12253
INVOICE DATE 07/08/22
COLOR Carbonized Gray Metallic
DELIVERY DATE 08/02/21
DELIVERY MILES 15
SELLING DEALER
PRODUCTION DATE
RO DATE 07/08/22
MILEAGE OUT 12256

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER
VEHICLE ID NO [redacted]
P.O. NO.

RESIDENCE PHONE [redacted]
BUSINESS PHONE
CELL PHONE [redacted]

Labor and Parts

J# 4 VIDEO — Job # 3 Total Parts — Warranty — 0.00
Job # 3 Total Labor & Parts — Warranty — 0.00
Units: 0.20 Tech(s) 8341 — Internal Work — 0.00
PERFORM VIDEO MULTI POINT INSPECTION AND TEXT TO CUSTOMER
VIDEO MULTI POINT
VIDEO AND MULTI POINT INSPECTION SENT TO CUSTOMER

J# 5 TEXT — Job # 4 Total Parts — Internal Work — 0.00
Units: 0.00 Tech(s) 999 — Internal Work — 0.00
Text communication enabled
Text Communication enabled
Text communication enabled

J# 6 LYFT — Job # 5 Total Parts — Internal Work — 0.00
Units: 0.00 Tech(s) 999 — 0.00
CUSTOMER REQUESTS LYFT TRANSPORTATION SERVICE
RIDESHARE REQUESTED.
LYFT SERVICE PROVIDED.

J# 7 AF — Job # 6 Total Parts — 0.00
Job # 6 Total Labor & Parts — 0.00
Units: 0.40 Tech(s) 8341 — 51.98
REPLACE AIR FILTER: CUSTOMER STATES: REPLACE AIR FILTER
MAINTENANCE OR REPAIR
REPLACED AIR FILTER

Parts Number	Failed	Description	Qty	Unit Price	
7T4Z9601B		ELEMENT ASY AIR CLEANER	1	25.00	25.00

Job # 7 Total Parts — 25.00
Job # 7 Total Labor & Parts — 76.98

Miscellaneous Charges and Deductions For All Jobs
CLEANING SUPPLIES — 0.50
Data Storage Fee — 0.99

( ) Cash ( ) Check Ck. No. ( )
( ) Visa/MC ( ) Amex ( ) Discover
( ) A/R Customer Cashier's Initials ( ) Date / /

Service Hours: Monday - Friday 7:00 AM - 5:30 PM

Total Labor	99.94
Total Parts	60.00
Total Sublet	0.00
Misc. Chrgs	7.44
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	9.96
Total Invoice $	177.34

Signature Date

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CUSTOMER NO	ADVISOR		TAG NO.	INVOICE DATE	INVOICE NO
9019951	8455	Angela Donahue	8816		[redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO
			12828	Carbonized Gray Metallic	M21405
	YEAR / MAKE / MODEL			DELIVERY DATE	DELIVERY MILES
	2021 / FORD / EXPLORER			AUG 2 21	15
	VEHICLE ID NO			SELLING DEALER	PRODUCTION DATE
	[redacted]				
RESIDENCE PHONE	BUSINESS PHONE	P.O. NO.		RO DATE	MILEAGE OUT
[redacted]				JUL 25 22	12854
CELL PHONE					
[redacted]					

Labor and Parts

J# 1 Q99PX Units: 0.00 Tech(s) 7559 — 0.00

QL MULTI-POINT INSP: CUSTOMER STATES PERFORM QUICK LANE COURTESY MULTI-POINT INSPECTION
INSPECT FLUID LEVELS AND CONDITION (VISUAL)
INSPECT BATTERY CONDITION AND TEST
INSPECT WIPERS (VISUAL)
INSPECT TIRE CONDITION AND WEAR (VISUAL)
INSPECT LIGHTS (VISUAL)
INSPECT STEERING AND SUSPENSION (VISUAL)
INSPECT EXHAUST SYSTEM (VISUAL)
INSPECT DRIVE AXLE (VISUAL)
INSPECT BELTS AND COOLANT SYSTEM (BOTH VISUAL)
MAINTENANCE
PERFORMED QUICK LANE COURTESY MULTI-POINT INSPECTION

Job # 1 Total Parts — 0.00
Job # 1 Total Labor & Parts — 0.00

J# 2 Units: 10.70 Tech(s) 7559 — Warranty

CUSTOMER STATES STATES CHECK ENGINE LIGHT STARTED FLASHING WHEN ACCELERATING ONTO HIGHWAY AND NOW IS ON STEADY. VEHICLE HAS A ROUGH IDLE
Original complaint: CUSTOMER STATES STATES CHECK ENGINE LIGHT STARTED FLASHING WHEN ACCELERATING ONTO HIGHWAY AND NOW IS ON STEADY. VEHICLE HAS A ROUGH IDLE
CAUSAL PART: FUEL INJECTOR
COND CODE: INTERNAL FAULT
BASIC PART # 9F593
VERIFIED CONCERN, FOUND THE CHECK ENGINE LIGHT IS ON AND THE VEHICLE RUNS ROUGH. PERFORMED A SELF TEST ON THE PCM AND FOUND P0304 IS STORED. CHECKED MODE 6 DATA AND FOUND 540 MISFIRES. PERFORMED A RELATIVE COMPRESSION TEST- 0% LOSS OVER ALL CYLINDERS. PERFORMED HIGH AND LOW PRESSURE FUEL SYSTEM TESTS- BOTH PASS. MONITORED LOW PRESSURE FUEL PRESSURE WITH AN INLINE GAUGE- THE READING IS 72PSI, THE FLP PID SHOWS 76PSI. MOVED CYLINDER 4 COIL AND SPARK PLUG TO CYLINDER 1 AND CLEARED DTC'S. ROAD TESTED THE VEHICLE. FOUND P0304 RETURNS AND CYLINDER 4 STILL MISFIRES. PERFORMED A COOLING SYSTEM PRESSURE TEST OVER NIGHT WITH THE SPARK PLUGS REMOVED. INSPECTED INSIDE THE CYLINDER WITH A BORESCOPE AND COULD NOT FIND ANY SIGNS OF COOLANT LEAKAGE FROM THE CYLINDER HEAD GASKET. FOUND THE FUEL INJECTOR IS SLIGHTLY LEAKING FUEL INTO THE CYLINDER WHILE INSPECTING INSIDE CYLINDER 4 WITH THE BORESCOPE. REQUESTING AD TIME TO COMPLETE THE DIAGNOSIS IN THE AMOUNT OF 2.3HRS.

DEPRESSURIZED THE FUEL SYSTEM. DRAINED THE ENGINE COOLANT. REMOVED THE WIPER COWL AND REMOVED THE COOLANT CROSSOVER HOSES AND LINES THAT CROSS OVER THE INTAKE MANIFOLD. PARTIALLY REMOVED THE ENGINE WIRING HARNESS TO ACCESS THE INTAKE MANIFOLD. REMOVED THE INTAKE MANIFOLD TO ACCESS THE FUEL INJECTORS. REMOVED THE LEFT SIDE FUEL RAIL AND REPLACED INJECTOR NUMBER 4. REMOVED THE OTHER 2 INJECTORS AND CLEARED THE FUEL RAIL TO VERFIY NO DEBRIS IS PRESENT INSIDE THE FUEL

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Important

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Thank you,
Chapman Auto Group

Case ID: [redacted]
Thank you

[redacted]

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Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO	ADVISOR		TAG NO.	INVOICE DATE	INVOICE NO.
9019951	8455	Angela Donahue	8816		[redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
			12828	Carbonized Gray M [redacted]405	
	YEAR / MAKE / MODEL			DELIVERY DATE	DELIVERY MILES
	2021 / FORD / EXPLORER			AUG 2 21	15
	VEHICLE ID NO			SELLING DEALER	PRODUCTION DATE
	[redacted]				
RESIDENCE PHONE [redacted]	BUSINESS PHONE	P.O. NO.		RO DATE	IMILEAGE OUT
				JUL 25 22	12854
CELL PHONE [redacted]					

Labor and Parts

RAIL. REPLACED THE FUEL INJECTOR SEALS ON INJECTORS 5 AND 6. INSTALLED THE FUEL RAIL AND ASSEMBLED THE TOP END OF THE MOTOR. INSTALLED THE WIPER COWL. REQUESTING 3.0HRS NM TIME TO COMPLETE THE REPAIR SINCE THE LABOR TIMES ARE ASSESSED. CLEARED DTC'S AND RESET KAM. FILLED THE ENGINE COOLANT AND ROADTEST THE VEHICLE AFTER REPAIR- THE CHECK ENGINE LIGHT CAME BACK ON DURING THE POST REPAIR ROAD TEST. PERFORMED A SELF TEST ON THE PCM- P0304 IS STORED.

EEC TEST- 12650D- 0.2HRS
RETEST- 12650DX1- 0.1HRS
POWER BALANCE- 12650D47- 0.1HRS
PID MONITOR W/ROADTEST- 12650D81- 0.5HRS
INJECTOR REPLACE LEFT SIDE- 12650D53L- 4.5HRS
NM INJECTOR- NM- 3.0HRS
AD COMPLETE DIAGNOSIS- AD- 2.3HRS

Parts Number	Failed	Description	Qty	Unit Price
FL3Z9439A		GASKET - INTAKE MANI	6	
FT4Z9J323B		TUBE ASY	1	
L1MZ8527A		SEAL	1	
L1MZ9229A		KIT O RING	1	
L1MZ9F593B		INJECTOR ASY	1	
VC13G		ANTI FREEZE	1	

Job # 2 Total Parts — Warranty
Job # 2 Total Labor & Parts — Warranty

J# 3 DIAG — Units: 1.00 Tech(s) 7559 — Warranty

CUSTOMER STATES INFOTAINMENT SYSTEMS RANDMLY SHUTS DOWN. THERE IS A LOT OF LAG IN TOUCHSCREEN
PERFORM DIAGNOSIS: WHICH INCLUDES IDS SCAN OF ALL MODULES, FORD OASIS DIAGNOSTICS TOOL, VISUAL INSPECTION OF COMPONENTS
CAUSAL PART: NPF
COND CODE: NPF
BASIC PART #NPF
COULD NOT VERIFY CONCERN AT THIS TIME. PERFORMED A SELF TEST ON THE APIM- NO DTC'S STORED. PERFORMED A SELF TEST ON THE IPC- NO DTC'S STORED. CHECKED FOR TSB/SSM- NONE FOUND AT THIS TIME. ROADTESTED THE VEHICLE TO CHECK FOR OPERATION- WORKS NORMALLY. CHECKED FOR SYNC UPDATES- THE CUSTOMER'S SOFTWARE IS AT THE LATEST LEVEL OF PROGRAMMING. CHECKED THE HOTLINE SELF HELP TOOL FOR SIMILAR CONCERNS- NONE FOUND. COMPLETED THE NPF SHEET AND ATTACHED IT TO THE REPAIR ORDER. NO REPAIRS MADE THIS VISIT.

Job # 3 Total Parts — Warranty
Job # 3 Total Labor & Parts — Warranty

J# 4 Q99PX — Units: 0.00 Tech(s) 7559 — 0.00

QL MULTI-POINT INSP: CUSTOMER STATES PERFORM QUICK LANE COURTESY MULTI-POINT INSPECTION
INSPECT FLUID LEVELS AND CONDITION (VISUAL)
INSPECT BATTERY CONDITION AND TEST
INSPECT WIPERS (VISUAL)

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Thank you,
Chapman Auto Group

Case ID: [redacted]
Thank you

[redacted]

Chapman-Ford-of-Horsham—Collision-Center

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Horsham, PA 19044
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CUSTOMER NO	ADVISOR	TAG NO	INVOICE DATE	INVOICE NO
9019951	8455 Angela Donahue	8816		[redacted]
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE	COLOR	STOCK NO.
		12828	Carbonized Gray M [redacted]05	
	YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
	2021 / FORD / EXPLORER		AUG 2 21	15
	VEHICLE ID NO		SELLING DEALER	PRODUCTION DATE
	[redacted]			
RESIDENCE PHONE / BUSINESS PHONE	P.O. NO.		RO DATE	MILEAGE OUT
[redacted]			JUL 25 22	12854
CELL PHONE				
[redacted]				

Labor and Parts

INSPECT TIRE CONDITION AND WEAR (VISUAL)
INSPECT LIGHTS (VISUAL)
INSPECT STEERING AND SUSPENSION (VISUAL)
INSPECT EXHAUST SYSTEM (VISUAL)
INSPECT DRIVE AXLE (VISUAL)
INSPECT BELTS AND COOLANT SYSTEM (BOTH VISUAL)
MAINTENANCE
PERFORMED QUICK LANE COURTESY MULTI-POINT INSPECTION

Job # 4 Total Parts 0.00
Job # 4 Total Labor & Parts 0.00

J# 5 FORDPASSPOINTS Units: 0.00 Tech(s) 999 Internal Work
CURRENTLY ENROLLED FORD PASS REWARDS POINTS. PLEASE VERIFY EMAIL ADDRESS MATCHES FORDPASS REWARDS ACCOUNT 1846 POINTS/ $9.23

CUSTOMER FORD PASS REWARDS POINTS AVAILABLE:

Job # 5 Total Parts Internal Work

J# 6 VIDEO Units: 0.20 Tech(s) 7559 Internal Work
PERFORM VIDEO MULTI POINT INSPECTION AND TEXT TO CUSTOMER
VIDEO MULTI POINT
VIDEO AND MULTI POINT INSPECTION SENT TO CUSTOMER

Job # 6 Total Parts Internal Work

J# 7 TEXT Units: 0.00 Tech(s) 999 Internal Work
Text communication enabled
Text Communication enabled
Text communication enabled

Job # 7 Total Parts Internal Work

J# 8 LYFT Units: 0.00 Tech(s) 999 0.00
CUSTOMER REQUESTS LYFT TRANSPORTATION SERVICE
RIDESHARE REQUESTED.
LYFT SERVICE PROVIDED.

Job # 8 Total Parts 0.00
Job # 8 Total Labor & Parts 0.00

J# 9 RENTAL Units: 0.00 Tech(s) 999 Warranty
CUSTOMER REQUESTS RENTAL VEHICLE,
CUSTOMER REQUESTED ALTERNATE TRANSPORTATION. RA# A1528

Job # 9 Total Parts Warranty
Job # 9 Total Labor & Parts Warranty

J# 10 ADD Units: 13.80 Tech(s) 7559 Warranty
ADD ON LINE, REPLACE PCM
08/11/22 9:18AM
CAUSAL PART: PCM
COND CODE: INTERNAL SHORT
BASIC PART # 12A650

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Thank you,
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Case ID: [redacted]
Thank you

[redacted]

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CUSTOMER NO	ADVISOR	TAG NO.	INVOICE DATE	INVOICE NO
9019951	8455 Angela Donahue	8816		[redacted]
[redacted]	LABOR RATE / LICENSE NO.	MILEAGE	COLOR	STOCK NO
		12828	Carbonized Gray Metallic	M21D405
	YEAR / MAKE / MODEL		DELIVERY DATE	DELIVERY MILES
	2021 / FORD / EXPLORER		AUG 2 21	15
	VEHICLE ID NO [redacted]		SELLING DEALER	PRODUCTION DATE
RESIDENCE PHONE [redacted]	BUSINESS PHONE	P O NO	RO DATE	MILEAGE OUT
			JUL 25 22	12854
CELL PHONE [redacted]				

Labor and Parts

RVC: RGMPLQJ0JP75R
AFTER REPLACING CYLINDER 4 FUEL INJECTOR, FOUND P0304 IS STORED AGAIN. CONTACTED HOTLINE FOR ASSTIANCE. CONTACT ID:119552904. VERIFIED CONCERN, PERFORMED A SELF TEST ON THE PCM- P0304 IS STORED. ROADTESTED THE VEHICLE WHILE MONITORING POWER BALANCE AND FOUND CYLINDER 4 WILL MISFIRE UNDER LOAD. THE MISFIRE WILL SHOW UP ON THE POWER BALANCE WHEN AT IDLE AS WELL. PERFORMED THE RELATIVE COMPRESSION TEST- ALL SHOW 0% LOSS. PERFORMED THE HIGH AND LOW PRESSURE FUEL SYSTEM TEST- ALL PASS. SWAPPED CYLINDER 4 SPARK PLUG AND COIL TO CYLINDER 1 AND CLEARED DTC'S, RESET KAM AND ROAD TESTED THE VEHICLE. FOUND THE MISFIRE IS STILL PRESENT AND ONLY ON CYLINDER 4. P0304 WAS STORED AGAIN AFTER THE ROAD TEST. CLEARED DTC'S AND RESET KAM. ROADTESTED THE VEHCILE AND FOUND IT STILL MISFIRES AND THE CHECK ENGINE LIGHT CAME BACK ON. PERFORMED A SELF TEST ON THE PCM AND FOUND P0304 WAS STORED AGAIN. CHECKED PIN FIT ON CONNECTORS C114 AND C1144 USING THE ROTUNDA FLEX PROBE KIT- ALL PINS HAVE SLIGHT DRAG AND FEEL SNUG. CHECKED CIRCUIT CE306 FROM THE PCM TO THE COIL 4 CONNECTOR- FOUND 0.3OHMS AND IT STAYED CONSTANT WHILE WIGGLING AND PULLING ON THE WIRING HARNESS. CHECKED GD108 FROM COIL 4 CONNECTOR TO THE ENGINE GROUND- 0.4OHMS AND DOES NOT CHANGE WHILE WIGGLING THE WIRING HARNESS. CHECKED CBK04 AT COIL 4 CONNECTOR AND FOUND 12. 17V IS PRESENT. CHECKED COMPRESSION ON CYLINDERS 4, 5, 6 AND ALL WERE ABOUT 150PSI. MONITORED FLP AND FRP PIDS AND COMPARED TO THEIR DESIRED PIDS, ALL WERE CLOSE TO WHAT THE DESIRED PIDS READ. CONNECTED A FUEL PRESSURE GAUGE IN LINE WITH THE LOW PRESSURE FUEL SYSTEM AND COMPARED THE FUEL PRESSURE ON THE GAUGE TO THE FLP PID- THE PID READ AROUND 76PSI, THE GAUGE READ ABOUT 72PSI.USED THE TAC SELF HELP TOOL AND FOUND A SIMILAR CONCERNS AND THEY FOUND A BROKE VALVE SPRING THAT RESULTED IN MISFIRE. REMOVED THE BANK 2 VALVE COVER AND INSPECTED ALL OF THE VALVES ON CYLINDER 4 AND ALL APPEAR OK AT THIS TIME. DIRECTED TO PERFORM PPT JB STEP 8. OBTAINED THE SPARK TESTER LISTED IN THE PPT AND PERFORMED THE SPARK TEST AND FOUND THE SPARK APPEARED WEAK AT TIMES. CONTACTED THE HOTLINE WITH MY RESULTS AND SCHEDULED A SWIS SESSION. THE HOTLINE CONTACT WAS ESCALATED TO THE VOR TEAM. CONTACTED BY A REPRESENTATIVE OF THE VOR TEAM AND WAS DIRECTED TO PERFORM A RUNNING COMPRESSION TEST. PERFORMED A RUNNING COMPRESSION TEST ON CYLINDERS 4 AND 5 FOR COMPARRISON AND FOUND BOTH SHOW ABOUT 35PSI. DIRECTED BY THE VOR TO REPLACE THE PCM. PERFORMED GUIDED DIAGNOSTICS AND OBTAINED AN RVC CODE RGMPLQJ0JP75R.. REQUESTING AD TIME IN THE AMOUNT OF 13.3HRS TO DIAGNOSE THE PCM CONCERN.

OBTAINED THE CUSTOMERS ADDITIONAL KEY AND REPLACED THE PCM. PERFORMED PCM PROGRAMMING AND INTIALIZATION. PERFORMED THE MISFIRE NEUTRAL PROFILE CORRECTION AND CLEARED KAM. ROADTESTED THE VEHICLE AND FOUND THE CHECK ENGINE LIGHT COMES ON AND P0304 WAS STORED AGAIN.

PCM REPLACE- 12650D6- 0.5HRS

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Thank you,
Chapman Auto Group

Case ID: [redacted]
Thank you

[redacted]

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CUSTOMER NO	ADVISOR		TAG NO.	INVOICE DATE	INVOICE NO
9019951	8455	Angela Donahue	8816		[redacted]
[redacted]	LABOR RATE	LICENSE NO.	MILEAGE	COLOR	STOCK NO.
			12828	Carbonized Gray M2104405	
	YEAR / MAKE / MODEL			DELIVERY DATE	DELIVERY MILES
	2021 / FORD / EXPLORER			AUG 2 21	15
	VEHICLE ID NO			SELLING DEALER	PRODUCTION DATE
	[redacted]				
RESIDENCE PHONE	BUSINESS PHONE	P O NO		RO DATE	MILEAGE OUT
[redacted]				JUL 25 22	12854
CELL PHONE					
[redacted]					

Labor and Parts
AD DIAGNOSE PCM- 13.3HRS

Parts Number	Failed	Description	Qty	Unit Price	
LB5Z12A650HBNP		MODULE ENGINE CONTROL ...	1		
		Job # 10 Total Parts			Warranty
		Job # 10 Total Labor & Parts			Warranty

J# 11 ADD Units: 0.00 Tech(s) 7559 Warranty
ADD ON LINE, REPLACE VALVE COVER GASKETS DURING DIAGNOSIS
08/11/22 9:18AM
CAUSAL PART:
COND CODE:
BASIC PART #

Job # 11 Total Parts		Warranty
Job # 11 Total Labor & Parts		Warranty

J# 12 ADD Units: 30.50 Tech(s) 7559 Warranty
ADD ON LINE, MISFIRE IS STILL PRESENT AFTER PCM REPLACEMENT
08/11/22 9:19AM
CAUSAL PART: CYLINDER HEAD
COND CODE: WORN
BASIC PART # 6049
AFTER REPLACING THE PCM, UPDATED THE VOR REP. REMOVED THE LEFT SIDE VALVE COVER AND PERFORMED THE VALVETRAIN ANALYSIS. RMEOVED THE ENGINE OIL PAN AND INSPECTED THE BOTTOM END FOR DAMAGE OR WEAR- ALL OK. DIRECTED TO REPLACE THE ENGINE LONG BLOCK UNDER LTIS. PERFORMED THE SMART COST CAP AND WAS DIRECTED TO REPLACE THE ENGINE ASSEMBLY. REMOVED THE TRANSMISSION AND REMOVED THE ENGINE ASSEMBLY PER WSM. NO REMOVAL AND INSTALLATION OF ENGINE TIME FOUND IN SLTS, REQUESTING 10.1HRS MTIME TO REMOVE AND INSTALL THE ENGINE ASSEMBLY. REPLACED THE ENGINE LONGBLOCK AND TRANSFERED ALL COMPONENTS. INSTALLED THE ENGINE AND INSTALLED THE TRANSMISSION. ENGINE LONGBLOCK REPLACEMENT TIME IS ASSESSED. REQUESTING 9HRS NM TIME TO COMPLETE ENGINE LONG BLOCK REPLACEMENT. FILLED THE ENGINE OIL AND ENGINE COOLANT. PERFORMED THE MISFIRE NEUTRAL PROFILE CORRECTION. ROADTESTED THE VEHICLE AFTER REPAIR- FOUND THE STEERING WHEEL IS NOT CENTERED AFTER REPLACING THE ENGINE. CHECKED THE ALIGNMENT. FRONT CASTER, CAMBER, AND TOE IS: CAMBER FRONT LEFT -0.4HRS RIGHT -0.6HRS, RIGHT CASTER 3.5 LEFT CASTER 3.7, LEFT TOE 0.01 RIGHT TOE 0.16, STEER AHEAD -0.08. CORRECTED THE FRONT TOE. AFTER FRONT TOE CORRECTION THE FRONT TOE IS: LEFT 0.09 RIGHT 0.09. ROADTESTED THE VEHICLE TO RESET THE EMISSION MONITORS, DURING THE ROADTEST AFTER ABOUT 15 MILES, FOUND THE ENGINE DEVELOPED A MISFIRE.

ENGINE EXCHANGE DIAG- 6007E- 0.7HRS
POST REPAIR ROADTEST- 6007AXQ- 0.2HRS
LONGBLOCK REPLACEMENT- 6007A34- 3.8HRS
DETERMINE ENGINE CONDITION- 6007E1- 1.0HRS
TRANSMISSION R&I- 7000A- 5.7HRS

DISCLAIMER OF WARRANTY
The only warranties, if any, applying to the part(s) and/or service are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this part(s) and/or service. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

Important
You may receive a questionnaire from the manufacturer in the next few weeks. If for any reason you cannot grade us 'Completely Satisfied' on each question, please contact your service manager.

Thank you,
Chapman Auto Group

Case ID: [redacted]
Thank you

[redacted]

Chapman Ford of Horsham — Collision Center

1100 Easton Rd
Horsham, PA 19044
Ph. (25) 674-3600

1100 Easton Rd. Route 611
Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO
9019951

[redacted]

RESIDENCE PHONE [redacted] BUSINESS PHONE

CELL PHONE [redacted]

ADVISOR 8455 Angela Donahue
LABOR RATE LICENSE NO.

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER

VEHICLE ID NO [redacted]

P.O. NO

TAG NO. 8816
MILEAGE 12828

INVOICE DATE
INVOICE NO. [redacted]
COLOR Carbonized Gray Metallic
STOCK NO. M21L405
DELIVERY DATE AUG 2 21
DELIVERY MILES 15
SELLING DEALER
PRODUCTION DATE
RO DATE JUL 25 22
MILEAGE OUT 12854

Labor and Parts

CASTER, CAMBER, TOE CK- 3001A- 0.4HRS
FRONT TOE CORRECT- 3001A6F- 0.2HRS
REMOVE AND INSTALL ENGINE NO SLTS TIME- MT6007- 10.1HRS
NM REPLACE ENGINE LONG BLOCK- NM- 9.0HRS

Parts Number	Failed	Description	Qty	Unit Price
L1MZ6006A		SERVICE ENGINE ASY	1	
L1MZ6006A		Core for L1MZ6006A	1	
W715618S437		NUT	6	
7T4Z6379AA		BOLT - HEX.HEAD	8	
W712961S439		BOLT	1	
LB5Z3B477A		RETAINER	2	
W715932S439		BOLT	4	
W520517S440		NUT - HEX.	4	
BB5Z4B422A		CIRCLIP - INNER	2	
L1MZ00815A		O RING	1	
L1MZ9F598C		GASKET COVER	1	
CN1Z7H424B		SEAL	1	
W719506S440		NUT	2	
W717521S440		NUT HEX	2	
W719413S439		BOLT AND WASHER ASY H...	4	
W716979S439		BOLT	2	
W719699S442		NUT FLANGED	4	
L1MZ6L612B		GASKET	2	
LB5Z3B498A		CIRCLIP INNER	1	
FT4Z6N652G		GASKET	6	
FT4Z6N652B		GASKET	6	
W716117S437		BOLT	2	
W714870S430		NUT	4	
W716383S437		STUD	4	
L1MZ9G440B		TUBE ASY	1	
L1MZ9T515B		TUBE ASY	1	
L1MZ9448A		GASKET	2	
JT4Z6C683A		FILTER ASY	1	
JT4Z6N652B		GASKET	2	
JT4Z6N652A		GASKET	2	
FL3Z9439A		GASKET - INTAKE MANI	6	
L1MZ8527A		SEAL	1	
VC13G		ANTI FREEZE	2	
XO5W30BSP		OIL	6	
XT12QULV		OIL - AUTOMATIC TRAN	1	
L1MZ4382A		BOLT	2	
L1MZ4382B		BOLT	2	
W716300S450B		NUT	2	

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Thank you,
Chapman Auto Group

Case ID: [redacted]
Thank you

[redacted]

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Ph. (25) 674-3600

1100 Easton Rd. Route 611
Horsham, PA 19044
Ph. (267) 960-1708

www.chapmannewcars.com

CUSTOMER NO: 9019951
[redacted]
RESIDENCE PHONE: [redacted] BUSINESS PHONE:
CELL PHONE: [redacted]

ADVISOR: 8455 Angela Donahue
LABOR RATE: LICENSE NO:
YEAR / MAKE / MODEL: 2021 / FORD / EXPLORER
VEHICLE ID NO: [redacted]
P.O. NO:

TAG NO.: 8816
MILEAGE: 12828
INVOICE DATE:
INVOICE NO.: [redacted]
COLOR: Carbonized Gray Metallic
STOCK NO.: P210405
DELIVERY DATE: AUG 2 21
DELIVERY MILES: 15
SELLING DEALER:
PRODUCTION DATE:
RO DATE: JUL 25 22
MILEAGE OUT: 12854

Labor and Parts

W719326S439	BOLT AND WASHER ASY H...	4	
W721083S439	BOLT AND WASHER ASY H...	4	
L1MZ4676C	SEAL ASY OIL	1	
L1MZ6758D	TUBE ASY	1	
L1MZ6006A	Return Core for L1MZ6006A	-1	
ZC31B	CLEANER - METAL SURF	1	

Job # 12 Total Parts — Warranty
Job # 12 Total Labor & Parts — Warranty

J# 13 - ADD — Units: 6.00 Tech(s) 7559 — Warranty

ADD ON LINE, DURING MULTIPOINT INSPECTION TECH FOUND THERE IS A MISFIRE PRESENT AFTER ENGINE REPLACEMENT. 9/1/2022 8:29AM
CAUSAL PART: IGNITION COIL
COND CODE: INTERNAL SHORT
BASIC PART # 12029
DURING THE EMISSION MONITOR ROADTEST, FOUND THE ENGINE BEGAN MISFIRING POST REPAIR. PERFORMED A SELF TEST ON THE PCM AND FOUND P0304 IS STORED. CHECKED MODE 6 DATA AND FOUND CYLINDER 4 SHOWS 249 MISFIRES. ALL OTHER CYLINDERS SHOW BETWEEN 1 AND 3 MISFIRES. AT THIS POINT THE FSE WAS DISPATCHED TO THE DEALERSHIP TO ASSIST WITH THE REPAIR. MONITORED CYLINDER ACCELERATION PIDS AND FOUND CYLINDER 4 IS MISFIRING UNDER LOAD. MOVED CYL 4 COIL TO CYL 5 AND RETESTED AND FOUND THE MISFIRE MOVED TO CYLINDER 5 INDICATING THE CYLINDER 4 IGNITION COIL IS FAULTED INTERNALLY AS A RESULT OF THE VALVETRAIN CONCERN WITHIN THE CYLINDER.HEAD CAUSING ADDITIONAL STRESS ON IGNITION COIL NUMBER 4. REQUESTING AD TIME IN THE AMOUNT OF 5.2HRS TO COMPLET THE DIAGNOSIS. REPLACED CYLINDER 4 IGNTION COIL. CLEARED DTC'S. CLEARED KAM. ROADTESTED THE VEHICLE WHILE MONITORING CYLINDER ACCELERATION PIDS. FOUND THE MISFIRE IS NO LONGER PRESENT.

AD DIAGNOSE- AD- 5.2HRS
IGNITION SYSTEM TEST- 12650D55- 0.3HRS
REPLACE ONE IGNITION COIL LEFT SIDE- 12650D64L - 0.5HRS

Parts Number	Failed	Description	Qty	Unit Price
KT4Z12029A		COIL ASY IGNITION	1	

Job # 13 Total Parts — Warranty
Job # 13 Total Labor & Parts — Warranty

J# 14 DECLINED — Units: 0.00 Tech(s) 999 — 0.00

DECLINED REQUIRED REPAIRS AND/OR MAINTENANCE SERVICES

DECLINED

Job # 14 Total Parts — 0.00
Job # 14 Total Labor & Parts — 0.00

Miscellaneous Charges and Deductions For All Jobs

DISCLAIMER OF WARRANTY

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Thank you,
Chapman Auto Group

Case ID: [redacted]
Thank you

[redacted]

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CUSTOMER NO
9019951

[redacted]

RESIDENCE PHONE [redacted] BUSINESS PHONE

CELL PHONE [redacted]

ADVISOR
8455

LABOR RATE LICENSE NO.

YEAR / MAKE / MODEL
2021 / FORD / EXPLORER

VEHICLE ID NO [redacted]

P.O. NO

TAG NO.
8816

MILEAGE
12828

INVOICE DATE

INVOICE NO.
921837

COLOR
Carbonized Gray Metallic

STOCK NO.
M21405

DELIVERY DATE
AUG 2 21

DELIVERY MILES
15

SELLING DEALER

PRODUCTION DATE

RO DATE
JUL 25 22

MILEAGE OUT
12854

Labor and Parts

( ) Cash ( ) Check Ck. No. ( )

( ) Visa/MC ( ) Amex ( ) Discover

( ) A/R Customer Cashier's Initials ( ) Date / /

Service Hours: Monday - Friday 7:00 AM - 5:30 PM

Signature Date

Total Labor	0.00
Total Parts	0.00
Total Sublet	0.00
Misc. Chrgs	0.00
Car Rental	0.00
Freight	0.00
Deductible	0.00
Special Tax	0.00
Haz Mat Chrg	0.00
Sales Tax	0.00
Total Invoice $	0.00

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Thank you,
Chapman Auto Group

[redacted]

Thank you

ROBERT M. SILVERMAN[+*-]
CRAIG THOR KIMMEL[+-^]

[+] Member, PA Bar
[*] Member, NJ Bar
[x] Member, DE Bar
[-] Member, NY Bar
[^] Member, MA Bar
[#] Member, MD Bar
[♠] Member, OH Bar
[□] Member, NH Bar
[±] Member, CT Bar
[«] Member, TN Bar
[µ] Member, WY Bar
[¥] Member, DC Bar
[¢] Member, CA Bar
[°] Member, WI Bar
[§] Member FL Bar
[ª] Member, AZ Bar
[»] Member, TX Bar
[§] Member, MI Bar
[£] Member, WV Bar
[&] Member, IL Bar
[>] Member, IN Bar

KIMMEL & SILVERMAN P.C.

1-800-LEMON LAW
www.lemonlaw.com

CORPORATE HEADQUARTERS
30 E. Butler Avenue
Ambler, PA 19002
P (215) 540-8888
F (215) 540-8817

WESTERN PA OFFICE, 100 Ross Street, Suite 330, Pittsburgh, PA 15219, P (412) 566-1001, F (215) 540-8817
NEW JERSEY OFFICE, Executive Quarters, 1930 E. Marlton Pike, Suite Q29, Cherry Hill, NJ 08003, P (856) 751-4152, F (856) 216-7344
DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 525-6607, F (302) 525-6618
NEW YORK OFFICE, 1080 Avenue of the Americas, 8th Floor, New York, NY 10036, P (212) 719-7543, F (877) 617-2515
BUFFALO, NY OFFICE, 1207 Delaware Avenue, Suite 440, Buffalo, NY 14209, P (716) 332-6112, F (800) 863-1689
OHIO OFFICE, 4031 Colonel Glenn Highway, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817
SAN FRANCISCO, CA OFFICE, 75 Broadway, Suite 202, #1911 San Francisco, CA 94111, P (415) 947-7827, F (215) 540-8817
SAN DIEGO, CA OFFICE, 101 West Broadway, Suite 300 PMB, #344 San Diego, CA 92101, P (619) 785-3003, F (215) 540-8817
LOS ANGELES, CA OFFICE, 811 Wilshire Boulevard, Suite 1700-241, Los Angeles, CA 90017, P (213) 340-7770, F (215) 540-8817
PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

JACQUELINE C. HERRITT[-*¥-o/♠]
ROBERT A. RAPKIN[+]
ANGELA K. TROCCOLI[□±]
JOSEPH D. STEWARD III[¢]
JASON L. GRESHES [+*-¥]
CHAD P. DOMAN[+£]
JACOB U. GINSBURG[+*§]
MICHAEL MILEWSKI[-*]
BLAKE K. WALSH[«&>]
MARY HIGGINS[* x]

August 22, 2022

VIA EMAIL ONLY
ogcclaim@ford.com

Ford Consumer Affairs
16800 Executive Plaza Drive 3NE-301
Dearborn, MI 48126

Re: [redacted] **v. Ford Motor Company**
Vehicle: 2021 Ford Explorer ST
Date of Purchase: 8/02/2021
Place of Purchase: Chapman Ford of Horsham
VIN: [redacted]

Dear Sir/Madam:

Please be advised that this office represents the above individual against Ford Motor Company pursuant to the PA Lemon Law, Uniform Commercial Code, Unfair Trade Practices Act, and Magnuson-Moss Warranty Claim. Kindly acknowledge our firm's representation and direct any and all correspondence to this office.

DO NOT HAVE ANY FURTHER CONTACT WITH OUR CLIENT WITH THE EXCEPTION OF COMMUNICATION NECESSARY TO EFFECTUATE CURRENT REPAIRS.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Robert A. Rapkin
KIMMEL & SILVERMAN, PC

RAR\bb
cc: [redacted]

[redacted]

Beauvais
Law Firm, LLC

Danielle Beauvais, Attorney
Admitted in Oregon and Washington
Danielle@GoLemonLaw.com

Mailing Address:
1333 NE Orenco Station Parkway, #284
Hillsboro, Oregon 97124
OfficeAddress:
4660 NE Belknap Court, #101A
Hillsboro, Oregon 97124
Phone: 503-681-2008
Facsimile: 503-681-2005

November 3, 2022

VIA CERTIFIED MAIL &
EMAIL pgcclaim@Ford.com
Ford Motor Company
Consumer Affairs
PO Box 6248
Code MD-3NE-B
Dearborn, MI 48126

RE: [redacted]v. Ford Motor Company
Vehicle: 2021 Ford F-150 4x4 Supercab
Vin #: [redacted]
Purchase Date: 10/22/21
Dealership: Uhlmann Motors, Chehalis, WA

To whom it may concern:

Please be advised that I am hereby putting you on notice regarding a potential claim under the Oregon Motor Vehicle Lemon Law, ORS 646A.400 to 646A.418 and the Magnuson Moss Warranty Act, US Code, Title 15, Chapter 50, Sections 2301-2312. Having been advised of my representation in this matter, please forward all correspondence directly to my office.

This vehicle was towed to Gresham Dodge, Oregon, on October 7, 2022 because it ceased to operate. The dealer will not begin diagnostic testing until November 7, which is 30 days later.

Based upon the above, my client is seeking a full refund of the purchase price or any other reasonable offer and $2,500 for attorney's fees and costs. Please contact me to discuss this or any other offer to settle this matter. If I do not hear from you within thirty (30) days of this letter, I will file suit.

Very truly yours,

[redacted]

Danielle R. Beauvais

VEHICLE BUYER'S ORDER
150770

UHLMANN MOTORS INC.

1001 SW INTERSTATE AVE
CHEHALIS, WA 98532
360-748-3355

DATE 10/22/2021
DEAL# 2059917
CUST# 781328

BUYER [redacted] E ( ) BUS. PHONE ( )

ADDRESS [redacted] CITY DAMASCUS COUNTY STATE OR ZIP [redacted]

STOCK NO.	YEAR	NEW	USED	COLOR	MAKE	MODEL	VIN NUMBER
35185	2021	X			FORD	F150 PICKUP	[redacted]

Title Brands/Comments (if applicable): ____ REBUILT ____ JUNK ____ SALVAGE/REBUILT ____ DESTROYED ____ OTHER

LICENSE NO WA: TAB: EXP:

ODOMETER READING 52

The owner of a vehicle may be required to spend up to $150 for repairs if the vehicle does not meet the vehicle emission standards under chapter 70.120 RCW. Unless expressly warranted by the motor vehicle dealer, the dealer is not warranting that this vehicle will pass any emission tests re

X [redacted]

NOTICE TO BUYER REGARDING THE AIRBAGS ON THIS VEHICLE:
____ an "on/off switch" has been installed on the airbag(s)
____ the airbag(s) have been deactivated

A. USED VEHICLE TRADE-IN

YEAR N/A MAKE N/A MODEL N/A
MILEAGE N/A VIN# N/A
BALANCE OWED TO: N/A
LIENHOLDER'S ADDRESS
N/A

B. SECOND VEHICLE TRADE-IN

YEAR N/A MAKE N/A MODEL N/A
MILEAGE N/A VIN# N/A
BALANCE OWED TO: N/A
LIENHOLDER'S ADDRESS

Gross trade-in allowance for (A)	$ 0.00
Less estimated balance owed on (A)	$ 0.00
Gross trade-in allowance for (B)	$ 0.00
Less estimated balance owed on (B)	$ 0.00
*ESTIMATED NET ALLOWANCE ON TRADE-IN(S): (carry over to line 6)	$ 0.00

*Buyer acknowledges that the payoff and/or lien balance on the trade-in vehicle as described above is only an estimated figure, subject to verification and confirmation from the lienholder as to the exact dollar amount. In the event the payoff/lien balance exceeds the above-stated amount, such additional amount shall, at the option of the Dealer, be added to the total cash price of the vehicle and shall be paid to the dealer on request or added to the amount being financed.

X _____
SIGNATURE (DO NOT INITIAL)

1. BASE PRICE OF VEHICLE			51125.00
2. DEALER ADDED OPTIONS			
3. BASE PRICE OF VEHICLE AND OPTIONS (1 PLUS 2)			51125.00
4. ESTIMATED Vehicle Excise Tax, License, Title and Registration Fees, Bank Title Lien Release Fee $ 572.50 (including $3.00 Arbitration Fee on New Cars) ($2.50 Dealer Administrative Fee)			572.50
5. DOWN PAYMENT (Not receipt for cash received.)	(A) CASH	10000.00	
	(B) REBATE	0.00	10000.00
6. ESTIMATED Net Trade-In Allowance			N/A
7. TOTAL CREDITS (5 + 6)			10000.00
8. SALES TAX [Calculated on the difference between Cash Price of Vehicle and Options (Line 3 above) and Gross Trade-in Allowance]			N/A
9. DOCUMENTARY SERVICES FEE			150.00
10. SERVICE CONTRACT			N/A
11. MAINTENANCE CONTRACT			N/A
12. SALES TAX [For Service Contract and/or Maintenance Contract]			N/A
13. INSURANCE (Life, Disability, etc.)			N/A
14. OTHER			
			N/A
			N/A
15. TOTAL CASH PRICE OF VEHICLE (3 + 4 + 8 + 9 + 10 + 11 + 12 + 13 + 14)			51847.50
16. UNPAID BALANCE OF CASH PRICE DUE ON DELIVERY (15 – 7)			41847.50
17. UNPAID BALANCE – AMOUNT FINANCED (15 – 7)			41847.50

FINANCING CONDITION IF A RETAIL INSTALLMENT CONTRACT OR NOTE AND SECURITY AGREEMENT IS SIGNED IN CONJUNCTION WITH THIS BUYER'S ORDER (COLLECTIVELY, THE "AGREEMENT"), THE AGREEMENT IS BINDING UPON EXECUTION. PROVIDED HOWEVER, THAT THE DEALER WILL HEREAFTER ASSESS THE BUYER'S CREDITWORTHINESS AND IF THE DEALER DOES NOT HEREAFTER APPROVE FINANCING ON ACCOUNT OF THE BUYER'S CREDITWORTHINESS AND SUBSEQUENTLY NOTIFIES BUYER OF SUCH DISAPPROVAL, THIS AGREEMENT IS VOID, EXCEPT AS PROVIDED IN PARAGRAPH 6 ON THE REVERSE SIDE HEREOF.

ARBITRATION PROVISION THIS ARBITRATION PROVISION GREATLY AFFECTS YOUR LEGAL RIGHTS IN ANY DISPUTE WITH US. PLEASE READ IT CAREFULLY BEFORE SIGNING.
- YOU OR WE SHALL, SUBJECT TO THE TERMS HEREOF, HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY A JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. THE INFORMATION THAT YOU AND WE MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.

All disputes between the Parties and/or their designees ("Parties"), whether in contract, tort or otherwise – including the interpretation and scope of this provision, and the arbitrability of the claim or dispute, between you and us or our employees, agents, successors or assigns, that arise out of or relate to this Agreement or any resulting transactions shall, at your or our election, be resolved by neutral, binding arbitration, and not by a court action. In accordance with the laws of the State of Washington. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. If the Parties do not agree on a single arbitrator within ten (10) days following demand therefore, then the arbitrator shall be appointed by Washington Arbitration & Mediations Service. The Parties recognize, acknowledge and agree that the designated arbitrator will be an independent individual, not affiliated or related to either, and that any dispute between the Parties will not be heard and decided by a judge or jury.

You are responsible for the cost of the arbitration filing fee up to the amount of the filing fee for Superior Court. We will pay any balance of the arbitration filing fee in excess of that amount, and are also responsible for paying any arbitration costs you would not otherwise be responsible for had you filed your claim in Superior Court. We are not required to pay any costs or fees you would otherwise be required to pay had you filed your claim in Superior Court, including but not limited to: deposition fees, expert and fact witness fees, attorney's fees (not otherwise recoverable as specifically provided for but limited by statute), reproduction costs, and costs related to electronic discovery. The arbitrator's decision and/or award shall be final and binding on all parties, and may be sued upon or enforced in any court of competent jurisdiction.

You and we retain the right to self-help remedies, such as repossession, and the right to seek remedies in either bankruptcy court or small claims court for disputes within those courts' jurisdiction, unless such action is transferred, removed, or appealed to a different court. This clause shall survive any termination, payoff, or transfer of this Agreement. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable.

Notwithstanding this provision, buyers covered by the Military Lending Act are not obligated to engage in arbitration.

By setting forth his or her initials, Buyer acknowledges that this Buyer's Order contains the above arbitration provision, and agrees that he or she has read and agrees to the same:

BUYER [redacted] CO-BUYER [redacted]

BUYER AGREES THAT THIS AGREEMENT INCLUDES ALL OF THE TERMS AND CONDITIONS ON THE FRONT AND BACK SIDE HEREOF, THAT THIS AGREEMENT CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT INCLUDING ORAL AGREEMENTS AND, AS OF THE DATE BELOW, COMPRISES, WITH ANY RETAIL INSTALLMENT CONTRACT, SERVICE CONTRACT, INSURANCE CONTRACT, AND OTHER AGREEMENTS AND ACKNOWLEDGMENTS SIGNED CONTEMPORANEOUS HEREWITH, THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED BY THIS AGREEMENT. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT BUYER HAS READ ITS TERMS AND HAS RECEIVED A TRUE COPY OF THIS AGREEMENT. IF THIS ORDER IS FOR A USED VEHICLE, THE INFORMATION ON THE WINDOW FORM OF THE VEHICLE IS ALSO A PART OF THIS ORDER AND OVERRIDES ANY CONTRARY PROVISIONS OF THIS ORDER.

X [redacted] 10/22/2021
Buyer's Signature Date

Dealer or Dealer's Representative [redacted]

X [redacted] 10/22/2021
Date

HOUSE DEA
Salesperson's [redacted] S-FI

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Rev. 07/19

EA23-002 000197 LC

LAW 553-WA-eps-14 9/21

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

MFC36765

DEAL#: 2059917
CUST#: 781328

Buyer Name and Address (Including County and Zip Code)	Co-Buyer Name and Address (Including County and Zip Code)	Seller-Creditor (Name and Address)
[redacted]	[redacted]	HILLMANN MOTORS INC. 1001 SW INTERSTATE AVE CHEHALIS WA 98532 360-748-3355

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 in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below, as explained in section 1 on page 3. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2021	FORD F150 PICKUP	52	[redacted]	Personal, family, or household unless otherwise indicated below ☐ 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 $ 10000.00 is
0.00 %	$ 0.00	$ 41847.50	$ 41847.50	$ 51847.50

Your Payment Schedule Will Be: (e) means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
71	$ 581.22	MONTHLY beginning 11/21/2021
1	$ 580.88	DUE ON: 10/21/2027
		N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of $ 5 or 5 % of the part of the payment that is late, whichever is greater.

Prepayment. If you pay 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.

Returned Check Charge: You agree to pay a charge of up to $20 if any check you give us is dishonored or any electronic payment is returned unpaid. If a check is not paid within 15 days, you will pay a charge of the lesser of $40 or the face amount of the check if we make written demand that you do so.

WARRANTIES SELLER DISCLAIMS

The following paragraph does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. It does not apply at all if you bought the vehicle primarily for personal, family, or household use.

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

APPLICABLE LAW

Federal law and the law of the state of Washington apply to this contract.

SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

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 if this sale is a door-to-door sale under federal law.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Sale Price

Vehicle Cash Price	$ 51125.00
Other N/A	$ N/A
Other N/A	$ N/A
Other N/A	$ N/A
Other N/A	$ N/A
Sales Tax	$ N/A
Documentary Service Fee (THE DOCUMENTARY SERVICE FEE IS A NEGOTIABLE FEE. Documentary service fees are not required by the state of Washington.)	$ 150.00
Total Cash Sale Price	$ 51275.00 (1)

2 Total Downpayment =

Trade-in N/A (Year) (Make) (Model)

Gross Trade-In Allowance	$ N/A
Less Payoff Made By Seller to N/A	$ N/A
Equals Net Trade In	$ N/A
+ Cash	$ 10000.00
+ Other N/A	$ N/A
+ Other N/A	$ N/A
+ Other N/A	$ N/A
(If total downpayment is negative, enter "0" and see 4H below)	$ 10000.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) $ 41275.00 (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	$ N/A	
Disability	$ N/A	$ N/A
B Other Optional Insurance Paid to Insurance Company or Companies		$ N/A
Total Insurance Paid to Insurance Companies	$ N/A	
C Optional Gap Contract		$ N/A
D Official Fees Paid to Government Agencies		
to N/A for N/A		$ N/A
to N/A for N/A		$ N/A
to N/A for N/A		$ N/A
E Government Taxes Not Included in Cash Price		$ N/A
F Government License and/or Registration Fees N/A		
LICENSE FEE 572.50		$ 572.50
G Government Certificate of Title Fees		$ N/A
Total Official Fees Paid to Government Agencies	$	
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 N/A for N/A		$ N/A
to N/A for N/A		$ N/A
to N/A for N/A		$ N/A
to N/A for N/A		$ N/A
to N/A for N/A		$ N/A
to N/A for N/A		$ N/A
to N/A for N/A		$ N/A
to N/A for N/A		$ N/A
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		$ 572.50 (4)

5 Amount Financed (3 plus 4) $ 41847.50 (5)

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 N/A

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 4C 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 N/A

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose subject to our approval of your choice as the law allows. You may also provide the physical damage insurance through an existing policy owned or controlled by you that 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 ☐ Co-Buyer ☐ Both

Premium:

Credit Life $ N/A

Credit Disability $ N/A

Insurance Company Name N/A
N/A

Home Office Address N/A
N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not to 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 is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Other Optional Insurance

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A
N/A

Home Office Address N/A
N/A

☐ N/A (Type of Insurance) N/A (Term)

Premium $ N/A

Insurance Company Name N/A
N/A

Home Office Address N/A
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. We will apply for this insurance on your behalf.

X N/A (Buyer Signature) N/A (Date)

X N/A (Co-Buyer Signature) N/A (Date)

THIS INSURANCE DOES NOT INCLUDE INSURANCE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY, OR PROPERTY DAMAGE LIABILITY.

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.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change must be in writing and we must sign it. No oral changes are binding. Buyer Signs [redacted] Co-Buyer Signs X [redacted]
If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing 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 the rest of this contract for other important agreements.

NOTICE TO BUYER: (a) Do not sign this contract before you read it or if any spaces intended for the agreed terms, except as to unavailable information, are blank. (b) You are entitled to a copy of this contract at the time you sign it. (c) You may at any time pay off the full unpaid balance due under this contract, and in so doing you may receive a partial rebate of the finance charge. (d) The finance charge does not exceed 0.00 % (must be filled in) per annum computed monthly.

You agree to the terms of this contract. You confirm that before you signed this contract, 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 signed it.

Buyer Signs X [redacted] Date 10/22/2021 Co-Buyer Signs [redacted] Date 10/22/2021
Buyer Printed Name [redacted] Co-Buyer Printed Name [redacted] FAMILY TRU
If the "business" use box is checked in "Primary Use for Which Purchased": Print Name N/A Title N/A
Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.
Other owner signs here X N/A Add[redacted]
Seller signs UHLMANN MOTORS INC. Date 10/22/2021 By [redacted] Title F&I MGR.

Seller assigns its interest in this contract to FORD MOTOR CREDIT CO under the terms of Seller's agreement(s) with Assignee.
☐ Assigned with recourse ☒ Assigned without[redacted] ☐ Assigned with limited recourse
Seller UHLMANN MOTORS INC.
By X Title F&I MGR.

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THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

Oregon
Kate Brown, Governor

Department of Revenue
955 Center St NE
Salem, OR 97301-2555

Consumer Vehicle Use Tax

First name: [redacted]
Last name: [redacted]
Address: [redacted]
SSN: ***-**-2090
Contact number: [redacted]
Contact email: [redacted]

Period: October-22-2021
Confirmation number: 1-535-149-824

Taxable vehicles purchased

Vehicle make	Year	VIN / Serial #	Cash sales	Taxable sales	Total tax
FORD	2021	[redacted]	$51,125.00	$51,125.00	$255.63
					$255.63

Oregon

Kate Brown, Governor

Department of Transportation
Driver and Motor Vehicle Services
1905 Lana Avenue NE
Salem, OR 97314
www.OregonDMV.com
(503) 945-5000

Letter ID [redacted]

Date Issued 10-Jan-2022

[redacted]

Additional Payment Request

Account Id: 00046783084 VIN: 1FTEX1EP6MFC36765

One or more transactions were performed on your account on 10-Nov-2021. We cannot complete the transaction(s) due to additional payment owed. Payment is due immediately.

Transaction Summary	Date	Transaction Type	Amount
	10-Jan-2022	FEE - Vehicle Transaction	$623.50
	10-Jan-2022	PYM - Account Payment	($539.50)
		Amount Due	**$84.00**

Fee Detail	Type	Amount
	Multnomah County Fee	$224.00
	Plate Manufacturing Fee (Pair)	$24.50
	Registration - 4 Year Passenger MPG 20-39	$272.00
	Standard Title 20-39 MPG - New from Dealer	$103.00
		$623.50

You can pay:

1. Online at DMV2U.Oregon.gov
   - Choose "Make a Payment" in the Vehicle Title and Registration section.
   - Use Media Number **118276600**
2. Mail a check or money order using the attached payment coupon.

If you do not respond within 30 days, we may return your transaction, put it on hold, or cancel your title and/or registration.

If you have questions, call Customer Assistance at (503) 945-5000.
We can serve you best between 9 A.M. and 4 P.M. Monday through Friday.
For deaf or hard-of-hearing access, call 7-1-1.

DMV Application for Title and Registration

DRIVER AND MOTOR VEHICLE SERVICES
1905 LANA AVE NE, SALEM OREGON 97314

REMARKS:

BATCH CODE | TITLE FEE | REG / REN FEE | VIN FEE | LATE TITLE FEE | REPLACEMENT FEE | PLATE TRANSFER | TOTAL FEE

DMV USE ONLY

PLATE CODE	TRANS CODE	VT	TI	ORG	MP	PROCESS	EX	MISC	TITLE BRAND
						5			

PERMIT #	MEMORANDUM RECEIPT #	VIN INSPECTION: ☐ DATE / INITIALS: LEV COMPLIANT: ☐ YES ☐ NO	DEALER TRANS ☐	PRE CHECKER

VEHICLE INFORMATION

(1) NEW PLATE #	STICKER #	VEHICLE IDENTIFICATION NUMBER (VIN)					OREGON TITLE #	
(2) PRESENT OREGON PLATE #	EXPIRATION DATE	YEAR	MAKE	STYLE	REG WEIGHT / LENGTH	GVWR OVER 26,000 LBS. ☐ YES ☐ NO		
		2021	FORD	TRK				
(3) FARM ID #	FLEET ACCOUNT #	EQUIPMENT #	☑ GAS ☐ DIESEL ☐ HYBRID ☐ PLUG-IN HYBRID ☐ FLEX-FUEL ☐ ELECTRIC ☐ PROPANE ☐ NATURAL GAS ☐ OTHER:			TRAILER OVER 8,000 LBS. ☐ YES ☐ NO		

ODOMETER: Federal and State laws require that you state the mileage when you transfer ownership on a vehicle 9 years old or newer. Failure to complete an odometer disclosure or providing a false statement to meet this requirement is a Class C felony under ORS 815.430. Use this certification when required to provide the odometer disclosure but unable to provide the proper disclosure from the seller. I certify the odometer disclosure listed is true and correct and a disclosure is not available on the required form from the seller. Providing an odometer reading for a vehicle 10 years old or older is voluntary.

(4)

ODOMETER READING (NO TENTHS)	DATE OF READING (MM/DD/YYYY)	I certify that, to the best of my knowledge, the odometer reading is actual mileage UNLESS one of these boxes is marked: ☐ the mileage stated is in excess of its mechanical limits (has rolled over); or ☐ the odometer reading is NOT actual mileage. WARNING - odometer discrepancy.
52	10/22/2021	

OWNER or LESSEE / ADDRESS

Complete Line 5 with the owner whose address will be used for all DMV mail regarding this vehicle. List additional owners on Lines 8 and 9. **(This in no way determines a priority of ownership.)** If any owner listed uses a work address on DMV records, that owner must be shown on Line 5. **See reverse for more information.**

(5) PRINT FULL LEGAL NAME: LAST, FIRST, MIDDLE	☑ OWNER OR ☐ LESSEE	ODL / ID / CUSTOMER #	DATE OF BIRTH (MM/DD/YYYY)
[redacted]		[redacted]	06/12/1964

(6) RESIDENCE / BUSINESS ADDRESS - (Address will be used to update your ODL / ID card)	MAILING ADDRESS (If d[redacted]te your ODL / ID card)
[redacted]	

(7) CITY, STATE, ZIP CODE	COUNTY OF RESIDENCE	CITY, STATE, ZIP CODE	COUNTY OF MAILING
DAMASCUS OR [redacted]			

(8) JOINT OWNER OR LESSEE - PRINT FULL LEGAL NAME: LAST, FIRST, MIDDLE (See "Change of Address" on reverse)	ODL / ID / CUSTOMER #	DATE OF BIRTH (MM/DD/YYYY)
[redacted]		

(9) JOINT OWNER OR LESSEE - PRINT FULL LEGAL NAME: LAST, FIRST, MIDDLE (See "Change of Address" on reverse)	ODL / ID / CUSTOMER #	DATE OF BIRTH (MM/DD/YYYY)

(10) ONE-TIME MAILING ADDRESS (Will not change your customer record) ☐ Reg. Only ☐ Title Only ☐ Both	VEHICLE ADDRESS - (Location of vehicle if different from residence)	
(11) CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE	COUNTY (of vehicle address or use)

CURRENT OR PREVIOUS MILITARY SERVICE: (12) I, (print name) _____, authorize DMV to send my name and address to the Oregon Department of Veterans' Affairs (ODVA) for the purpose of receiving benefit information. (Signature) X _____

SURVIVORSHIP: (13) Joint Owners or Lessees agree that title will show joint ownership with right of survivorship. ➡ ☐ YES ☐ NO
Joint Security Interest Holders agree that title will show joint security interest with right of survivorship. ➡ ☐ YES ☐ NO

SECURITY INTEREST HOLDER and/or LESSOR

(14) SECURITY INTEREST HOLDER (Bank, Finance Company, Person, etc.)	ODL / ID / CUSTOMER #	DATE OF BIRTH (MM/DD/YYYY)
FORD MOTOR CREDIT CO		

(15) SECURITY INTEREST HOLDER ADDRESS - INCLUDE STREET / CITY / STATE / ZIP CODE	TELEPHONE #
PO BOX 105704 ATLANTA GA 30348	( )

(16) SECONDARY INTEREST HOLDER (Bank, Finance Company, Person, etc.)	ODL / ID / CUSTOMER #	DATE OF BIRTH (MM/DD/YYYY)

(17) SECONDARY INTEREST HOLDER ADDRESS - INCLUDE STREET / CITY / STATE / ZIP CODE	TELEPHONE #
	( )

(18) LESSOR (Complete only if lessee is shown as owner on Line 5 above)	ODL / ID / CUSTOMER #	DATE OF BIRTH (MM/DD/YYYY)

(19) LESSOR ADDRESS - INCLUDE STREET / CITY / STATE / ZIP CODE	TELEPHONE #
	( )

CERTIFICATIONS

The owner must certify by completing all applicable statements and sign the application to apply for title and registration in Oregon. By signing this application, I also acknowledge the survivorship as indicated above. Under Oregon law, it is a crime to knowingly make any false statement on an application for title or registration (ORS 803.070, 803.075, 803.375 and 803.385). These offenses are Class A misdemeanors and are punishable by a jail sentence of up to one year, a fine of up to $6,250 or both. Commercial Vehicle - Drug & Alcohol certifications on reverse.

INSURANCE: I certify to one of the following: 1) If this application includes registration, and this motor vehicle is subject to financial responsibility laws, I am in compliance and will remain in compliance until the vehicle is transferred, or 2) If this application includes a registration renewal for a motor vehicle, this vehicle is covered by the motor vehicle liability insurance policy listed below.

(20) INSURANCE COMPANY (Not agent)	POLICY #

DOMICILE / RESIDENCY: My place of domicile (home) is in Oregon, or I am otherwise eligible or required to register the vehicle under Oregon law (ORS 803.200, 803.350 and 803.360).

VEHICLE USE: If the ownership of this vehicle has not been transferred and the registration is being renewed on a low/recovery, farm, manufactured structure toter, or charitable/non-profit vehicle, I certify the vehicle still qualifies for special registration and the use still conforms to the law as previously certified. I certify that my special use trailer, if over eight and one-half feet in width, is used temporarily on a construction site for office purposes only.

SIGNATURES

(21) SIGN X [redacted]	DATE 10/22/21	TELEPHONE #	[redacted]
(22) SIGN X [redacted]	DATE 10/22/21	TELEPHONE #	COUNTER DATE STAMP / INITIALS

735-226 [redacted]

STK# 300097

EA23-002.000203 LC

[redacted]

Beauvais
Law Firm, LLC

4660 NE Belknap Court #101A
Hillsboro, 97124

[redacted], OR 97124

First Class Mail

Ford Motor Company
Consumer Affairs
PO Box 6248
Code MD-3NE-B
Dearborn, MI 48126

FORD MOTOR COMPANY

NOV 18 REC'D

OFFICE OF THE CORPORATE SECRETARY

EA 2602 000204 US

ALEX SIMANOVSKY & ASSOCIATES, LLC

CONSUMER PROTECTION ATTORNEYS

ALEX SIMANOVSKY, ESQ.
EXTENSION: 1012
DIRECT DIAL: 678-781-1012
E-MAIL: ALEX@FILELEMONLAW.COM

2300 HENDERSON MILL ROAD, SUITE 300
ATLANTA, GEORGIA 30345
770-414-1002 1-866-865-3666
FACSIMILE: 770-414-9891 1-877-570-5413

FORD MOTOR COMPANY
JAN – 6 REC'D
OFFICE OF GENERAL COUNSEL

December 2, 2021

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

RE: [redacted] v. Ford Motor Company
NOTICE OF CONSUMER WARRANTY LAW VIOLATION
Our Client: [redacted]
Vehicle: 2021 Ford Explorer
VIN: [redacted]
Date of purchase: 8/1/21
Our File No.: LL21-11290

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. **Electrical;**
3. **Check engine light;**
4. **Driveability;**
5. **Fuel system;**
6. **Excessive repair attempts;**
7. **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,

ALEX SIMANOVSKY & ASSOCIATES, LLC

[redacted]

Alex Simanovsky
Attorney at Law

AS/ld

CC: [redacted]

ALEX SIMANOVSKY & ASSOCIATES, LLC
LEMON LAW & CONSUMER PROTECTION ATTORNEYS
2300 Henderson Mill Road, Suite 300
Atlanta, GA

ATLANTA METRO 301
7 DEC 2021
FIRST-CLASS MAIL
PITNEY BOWES
US POSTAGE
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0002103891 DEC 06 2021
MAILED FROM ZIP CODE 30345

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

48126-279699

EA23-002 000209 LC

Service of Process Transmittal Summary

TO: Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in California**

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:	Re: [redacted] // To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Attachment(s), Complaint, Notice(s), Certificate
COURT/AGENCY:	Alameda County, Superior Court of California, CA Case # 22CV013845
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2021 Ford Explorer, VIN: [redacted]
PROCESS SERVED ON:	C T Corporation System, GLENDALE, CA
DATE/METHOD OF SERVICE:	By Process Server on 07/12/2022 at 02:59
JURISDICTION SERVED:	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service (Document(s) may contain additional answer dates)
ATTORNEY(S)/SENDER(S):	Kimberli C. Zazzi Lemon Law Pro 1098 Melody LN Bldg #200 Roseville, CA 95678 916-836-8565
ACTION ITEMS:	CT has retained the current log, Retain Date: 07/13/2022, Expected Purge Date: 07/18/2022 Image SOP
REGISTERED AGENT CONTACT:	C T Corporation System 330 N BRAND BLVD STE 700 GLENDALE, CA 91203 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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, Jul 12, 2022
Server Name: Jimmy Lizama

Entity Served	FORD MOTOR COMPANY
Case Number	[redacted]
Jurisdiction	CA

Inserts		

[redacted]

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

FORD MOTOR COMPANY; and DOES 1-10

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

[redacted]

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

ELECTRONICALLY FILED
Superior Court of California
County of Alameda
07/11/2022
Chad Finke, Executive Officer / Clerk of the Court
By: G. Fu 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): County of Alameda

24405 Amador Street
Hayward CA 94544

CASE NUMBER:
(Número del Caso): [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):
Kimberli C. Zazzi at Lemon Law Pro; 1098 Melody LN, Bldg #200, Roseville, CA 95678; (916) 836-8565

DATE: *(Fecha)* 07/11/2022
Chad Finke, Executive Officer / Clerk of the Court
Clerk, by *(Secretario)* G. Fu , 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
   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):*

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
Kimberli C. Zazzi (SBN 249638)
Lemon Law Pro
1098 Melody Lane, Building 200
Roseville, CA 95678
TELEPHONE NO.: (916) 836-8565 FAX NO.: (916) 836-8583
ATTORNEY FOR (Name): Plaintiff, Melissa Mota-Rodriguez

FOR COURT USE ONLY

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/06/2022 at 01:02:10 PM
By: Angela Linhares,
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Alameda
STREET ADDRESS: 24405 Amador Street
MAILING ADDRESS:
CITY AND ZIP CODE: Hayward, CA 94544
BRANCH NAME: Civil

CASE NAME:
Mota-Rodriguez v. Ford Motor Company; and Does 1-10

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)

CASE NUMBER: [redacted]
JUDGE:
DEPT:

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)*: One
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.)* [redacted]

Date: July 5, 2022

Kimberli C. Zazzi
(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

EA23002000215 LC

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

Kimberli C. Zazzi (SBN 249638)
Vincent M. Onorio (SBN 117699)
LEMON LAW PRO
1098 Melody Lane, Building 200
Roseville, CA 95678
Telephone: (916) 836-8565
Facsimile: (916) 836-8583

Attorney for Plaintiff [redacted]

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/06/2022 at 01:02:10 PM
By: Angela Linhares,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY;
and DOES 1 - 10,

Defendants.

CASE NO.: 22CV013845

COMPLAINT FOR VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT

Unlimited Civil Jurisdiction - Damages Exceed $25,000

JURY TRIAL DEMANDED

Plaintiff [redacted] (hereafter "Plaintiff"), by and through her attorney, hereby alleges the following upon information and belief:

GENERAL ALLEGATIONS

1. Plaintiff is a natural person residing in Hayward, California.

2. Plaintiff is a "buyer" as defined in Civil Code §2981(c) and §1791(b).

3. FORD MOTOR COMPANY. (hereafter "Defendant" or "FORD") is and was a corporation and registered to do business in the State of California and doing business in the County of Alameda.

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

5. Defendants DOE 1-10 inclusive are sued herein pursuant to California Code of Civil Procedure §474. The true names, capacities and nature and extent of participation in the alleged activities complained of herein by DOES 1-10, inclusive, are currently unknown to

Plaintiff. Therefore, Plaintiff sues these defendants by such fictitious names and will amend the Complaint to allege their true names and capacities when ascertained.

6. On or about July 30, 2021, Plaintiff purchased a brand new 2021 Ford Explorer, VIN: 1FM5K8GC8MGB18028 (hereinafter "vehicle") at Dornoch Inc. located in Tracy, 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".)

7. Defendant FORD MOTOR COMPANY issued an "express warranty" to Plaintiff pursuant to the Act.

8. The sale of the subject vehicle was also accompanied by an implied warranty which represented that the vehicle was merchantable. The sale was also accompanied by Defendant's implied warranty of fitness.

9. The subject vehicle has suffered from serious defects and nonconformities to warranty, including, but not limited to, recurrent and/or intermittent vehicle engine failure, power window failure and transmission shifter failure

10. The aforementioned nonconformities and defects manifested themselves within the applicable express warranty period. Said nonconformities have substantially impaired the vehicle's use, value, or safety to Plaintiff.

11. From the time of purchase until the present, the vehicle has suffered ongoing problems including but not limited to the following:

///

///

///

///

///

Problems	Date	Odo.	Days	RO #
Engine - *1st Repair Attempt* – Customer states vehicle went into accessory mode while drive and now vehicle is dead ck and advise Vehicle is dead died while dying verified customer concern, performed visual inspection, found all good no missing parts or modification, found engine coolant level low, engine will not turn over. Scan for codes using FDRS, found p0300 and p0316. Ran oasis for related TSB, SSM, GSB, none found. Removed all spark plugs to inspect cylinder bore, found valves in cylinders #3 and #5 had fallen into cylinder locking engine up, found damaged to top piston and cylinder walls locking engine. Vehicle under LTIS, removed and replaced long block per WSM. As per WSM, recover vacuum and recharge ac system, removed wiper arm cowls to access wiper arm motors assembly and panels, removed air filter cleaner assembly and turbo inlet and outlet tubes, removed engine generator and steering column shaft bolt, removed axle shafts and front brake disc along with transmission assembly and exhaust system flex pipes. Removed front sub frame assembly with engine. Proceeded to complete transfer of parts to new assembly. Replace one time use gaskets and fasteners. During engine replacement side on both banks with metal debris, inspected intake manifold found metal debris per inspect replace both turbo assembly and intake manifold, inspected CAC and inlet outlet piping all cleaned no debris found. Replaced engine oil and filter. Fill and bled cooling system. Cleared codes and performed misfire correlation. Performed post repair drive, all good this time.	5/11/2022 - 5/23/2022	8418	13	222346 Jim Burke Ford Lincoln
Engine - 2nd *Repair Attempt* – Customer states vehicle just died when driving home 3 weeks ago. Picked up 2 days ago now wrench light came on with messages: powertrain malfunction/reduce power. Please check and advise Confirmed customer's concern. Check DTC and found DTC p0299:00 PCM and P074E:00PCM. Test battery and battery pass. Cleared all DTC and recommend rood test to what DTC comes on.	5/31/2022 - 6/22/2022	8724	23	823473 The Ford Store San Leandro

Window – *1st Repair Attempt* - customer states customer concern the driver side window auto close doesn't work and have to hold button to close. When it does close window drops down open again. Please check and advise. Did power door window initialization for left side window. **Transmission – *1st Repair Attempt*** – customer concern when gear put in manual mode is having issues and won't engage at times. Please check and advise.				
Transmission - *2nd Repair Attempt* – customer states manual neutral lever in middle console is still not working. It does not lock into place. **Engine - 3*rd Repair Attempt*** – customer states loud noise from engine area when accelerates (needs road test with customer) check and advise. **Braking System – *1st repair attempt*** – customer states when release brake pedal while driving hears air noise check and advise	6/30/2022 -	8813	N/A	WO 824711 The Ford Store San Leandro

12. Plaintiff has delivered the vehicle to FORD or its authorized repair facility(s) for repairs of said defects and nonconformities. Defendant has been unable and/or refused to conform Plaintiff's vehicle to the applicable express and implied warranties under the Act after a reasonable number of repair attempts; to begin repairs within a reasonable time; and/or to complete repairs within thirty (30) days.

13. Defendant breached the implied warranty of merchantability and implied warranty of fitness in that 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 trade. Therefore, the Plaintiff is entitled to revoke acceptance of the subject vehicle under the Act.

14. Notwithstanding knowledge of Plaintiff's entitlement, Defendant intentionally failed to comply with its obligations under the Act to repurchase the vehicle and make restitution.

15. 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.

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

17. Pursuant to the Act, Plaintiff is entitled to restitution in an amount equal to the actual price paid or payable by Plaintiff and collateral charges such as sales tax, license fees, registration fees, and other official fees less an amount directly attributable to use by Plaintiff prior to the time Plaintiff first delivered the vehicle for repair.

18. Plaintiff is entitled to recover incidental, consequential, and general damages actually incurred by Plaintiff resulting from Defendant's failure to comply with its obligations under the Act.

19. Plaintiff is 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.

20. Plaintiff is entitled to recover, in addition to the amounts recovered, a civil penalty up to two times the amount of actual damages for Defendant's willful refusal 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 compensation and general damages according to proof at time of trial;

(3) For civil penalty up to two times the amount of actual damages;

(4) For prejudgment interest from the date of rescission;

(5) For actual attorney fees, reasonably incurred;

(6) For costs and expenses reasonably incurred with the commencement and prosecution of this action; and

///

///

(7) For such other and further relief as the Court deems just and proper.

Dated: July 5, 2022

LEMON LAW PRO

[redacted]

Kimberli C. Zazzi, Esq.
Attorney for Plaintiff

[redacted]

JURY TRIAL DEMANDED

Plaintiff demands a trial by jury on all issues so triable.

Dated: July 5, 2022

LEMON LAW PRO

[redacted]

Kimberli C. Zazzi, Esq.
Attorney for Plaintiff

[redacted]

Kimberli C. Zazzi (SBN 249638)
Vincent M. Onorio (SBN 117699)
LEMON LAW PRO
1098 Melody Lane, Building 200
Roseville, CA 95678
Telephone: (916) 836-8565
Facsimile: (916) 836-8583

Attorney for Plaintiffs
MELISSA MOTA-RODRIGUEZ

ELECTRONICALLY FILED
Superior Court of California,
County of Alameda
07/06/2022 at 01:02:10 PM
By: Angela Linhares,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

[redacted]

Plaintiff,

v.

FORD MOTOR COMPANY, INC.; and DOES 1 - 10,

Defendants.

CASE NO.: [redacted]

DECLARATION OF KIMBERLI C. ZAZZI FOR FILING OF COMPLAINT

I, Kimberli C. Zazzi, declare:

1. I am an attorney at law duly admitted to practice before the courts of the State of California and am the attorney of record for Plaintiff [redacted]

2. The following declaration is made upon my own true knowledge and belief of the events which have occurred in this matter.

3. The Complaint filed concurrently herewith is filed in a proper place for the trial thereof, for the reason(s) checked below:

☒ This is the county in which the subject matter of the action, or a substantial portion thereof, occurred;

☐ This is the county in which the person against whom the action is brought resides;

☒ This is the county in which the person against whom the action is brought has its principal place of business or is doing business; and/or

☐ This is the county in which the parties entered into the subject transaction.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Roseville, California.

Dated: July 5, 2022

LEMON LAW PRO

[redacted]

Kimberli C. Zazzi, Esq.
Attorney for Plaintiff

[redacted]

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA

COURTHOUSE ADDRESS:
Hayward Hall of Justice
24405 Amador Street, Hayward, CA 94544

PLAINTIFF:
[redacted]

DEFENDANT:
Ford Motor Company

Reserved for Clerk's File Stamp

FILED
Superior Court of California
County of Alameda
07/06/2022
Chad Finke, Executive Officer / Clerk of the Court
By: A. Linhares Deputy

NOTICE OF CASE MANAGEMENT CONFERENCE

CASE NUMBER:
[redacted]

TO THE PLAINTIFF(S)/ATTORNY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 11/23/2022 Time: 2:00 PM Dept.: 520
Location: Hayward Hall of Justice
24405 Amador Street, Hayward, CA 94544

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at https://eportal.alameda.courts.ca.gov.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	**FILED** Superior Court of California County of Alameda 07/06/2022 Chad Finke, Executive Officer / Clerk of the Court By: A. Linhares Deputy
PLAINTIFF/PETITIONER: [redacted]	
DEFENDANT/RESPONDENT: Ford Motor Company	
CERTIFICATE OF MAILING	CASE NUMBER: [redacted]

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Kimberli Charleen Zazzi
Lemon Law Pro
1098 Melody Ln, Building 200
Roseville, CA 95678

Chad Finke, Executive Officer / Clerk of the Court

Dated: 07/07/2022

By:

A. Linhares, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	**FILED** Superior Court of California County of Alameda 07/06/2022 Chad Finke, Executive Officer / Clerk of the Court By: A. Linhares Deputy
PLAINTIFF(S): [redacted]	
DEFENDANT(S): Ford Motor Company	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: [redacted]

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:

ASSIGNED JUDGE:	Julia Spain
DEPARTMENT:	520
LOCATION:	Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544
PHONE NUMBER:	(510) 690-2729
FAX NUMBER:	
EMAIL ADDRESS:	Dept520@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

Please note: In this case, any challenge pursuant to Code of Civil Procedures section 170.6 must be exercised within the time period by law. (See Code of Civ. Proc. §§ 170.6, subd. (a.)(2) and 101.3)

NOTICE OF NONAVAILABILITY OF COURT REPORTERS: Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording. Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

GENERAL PROCEDURES

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the Rene C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544 and through Civil e-filing. Information regarding Civil e-filing can be found on the courts website. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

ASSIGNED FOR ALL PURPOSES TO
JUDGE Julia Spain
DEPARTMENT 520

All parties are expected to know and comply with the Local Rules of this Court, which are available on the court's website at http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1) and with the California Rules of Court, which are available at www.courtinfo.ca.gov.

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processed (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days." The court's website contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

COURT RESERVATIONS

The use of the Court Reservation System (CRS) is now mandated in many civil courtrooms within the Alameda County Superior Court. Instead of calling or emailing the courtroom to make a reservation, parties with a case assigned to a courtroom using CRS are directed to utilize CRS to make and manage their own reservations, within parameters set by the courtrooms. CRS is available 24 hours a day, seven days a week and reservations can be made from a computer or smart phone. Please note, you are prohibited from reserving more than one hearing date for the same motion.

Prior to scheduling any motion on CRS, including any Applications for Orders for Appearance and Examination, or continuing any motion, please review the online information (if any) for the courtroom in which you are reserving. There may be specific and important conditions associated with certain motions and proceedings. Information is available on the court's eCourt Public Portal at www.eportal.alameda.courts.ca.gov.

Chad Finke, Executive Officer / Clerk of the Court

A. Linhares, Deputy Clerk

By

Service of Process Transmittal Summary

TO: Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in California**

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:	Re: [redacted] // To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Attachment(s), Complaint, Notice(s), Order(s)
COURT/AGENCY:	Los Angeles County - Superior Court, CA Case # 22TRCV00696
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2021 Lincoln Aviator - VIN#: [redacted]
PROCESS SERVED ON:	C T Corporation System, GLENDALE, CA
DATE/METHOD OF SERVICE:	By Process Server on 08/18/2022 at 09:59
JURISDICTION SERVED:	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service
ATTORNEY(S)/SENDER(S):	Mark Romano ROMANO STANCROFF PC 360 N. Pacific Coast Hwy., Suite 1010 El Segundo, CA 90245 310-477-7990
ACTION ITEMS:	CT has retained the current log, Retain Date: 08/18/2022, Expected Purge Date: 08/23/2022 Image SOP
REGISTERED AGENT CONTACT:	C T Corporation System 330 N BRAND BLVD STE 700 GLENDALE, CA 91203 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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: Thu, Aug 18, 2022
Server Name: Janney and Janney

Entity Served	FORD MOTOR COMPANY
Case Number	[redacted]
Jurisdiction	CA

Inserts		

[redacted]

Electronically FILED by Superior Court of California, County of Los Angeles on 08/15/2022 08:26 AM Sherri R. Carter, Executive Officer/Clerk of Court, by M. Horan,Deputy Clerk
22TRCV00696

SUM-100

SUMMONS
(CITACION JUDICIAL)

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

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]

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
Torrance Courthouse
825 Maple Ave., Torrance, CA 90503

CASE NUMBER:
(Número del Caso): [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):
Romano Stancroff PC, 360 N. Pacific Coast Hwy., Ste. 1010, El Segundo, CA 90245 (310) 477-7990

DATE:
(Fecha) 08/15/2022 Sherri R. Carter Executive Officer / Clerk of Court
Clerk, by *(Secretario)* M. Horan, 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):* 8-18-22

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

American LegalNet, Inc.
www.FormsWorkflow.com

Electronically FILED by Superior Court of California, County of Los Angeles on 08/15/2022 08:26 AM Sherri R. Carter, Executive Officer/Clerk of Court, by M. Horan,Deputy Clerk
22TRCV00696

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
Mark Romano Esq. (SBN 244113)
ROMANO STANCROFF PC 360 N. Pacific Coast Hwy.,Ste. 1010 El Segundo, CA 90245

TELEPHONE NO.: (310) 477-7990 FAX NO. *(Optional):* (310) 477-7995
E-MAIL ADDRESS: mark@thelemonlawattorneys.com
ATTORNEY FOR *(Name):* Truong Nguyen

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 825 Maple Ave.
MAILING ADDRESS: same as above
CITY AND ZIP CODE: Torrance, CA 90503
BRANCH NAME: Torrance Courthouse

CASE NAME:
Truong Nguyen v. Ford Motor Company, et al

CIVIL CASE COVER SHEET

[X] **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)

CASE NUMBER: [redacted]

JUDGE:
DEPT.:

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)
- [X] 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 [X] 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. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action *(specify):* 2
5. This case [ ] is [X] 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: August 15, 2022
Mark Romano, Esq.
(TYPE OR PRINT NAME)

[redacted]
(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.September 1, 2021]

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.courts.ca.gov

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

EA23-002 000236 LC

SHORT TITLE	CASE NUMBER
[redacted] v. Ford Motor Company, et al	[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 Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner lives.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Mandatory personal injury filing in North District.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Personal Injury Hub Courts			
Auto Tort	Auto (22)	☐ 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	☐ 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Other Personal Injury/ Property Damage/ Wrongful Death (23)	☐ 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4, 11
		☐ 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4, 11
		☐ 2303 Intentional Infliction of Emotional Distress	1, 4, 11
		☐ 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11
		☐ 2307 Construction Accidents	1, 4, 11

SHORT TITLE	CASE NUMBER
[redacted]v. Ford Motor Company, et al	[redacted]

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	☐ 2401 Product Liability (not asbestos or toxic/ environmental)	1, (3) 5
		☑ 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	☐ 4501 Medical Malpractice – Physicians & Surgeons	1, 3, 5
		☐ 4502 Other Professional Health Case Malpractice	1, 3, 5
	Other Personal Injury / Property Damage / Wrongful Death (23)	☐ 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 3, 5
		☐ 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 3, 5
		☐ 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 3, 5
Other Civil Cases Assigned to Independent Calendar Courts			
Non-Personal Injury/Property Damage /Wrongful Death Tort	Business Tort (07)	☐ 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	☐ 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	☐ 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	☐ 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	☐ 2501 Legal Malpractice	1, 2, 3
		☐ 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	☐ 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	☐ 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	☐ 1501 Other Employment Complaint Case	1, 2, 3
		☐ 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	☐ 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		☐ 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		☐ 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5

SHORT TITLE	CASE NUMBER
[redacted]v. Ford Motor Company, et al	[redacted]

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Contract	Breach of Contract/ Warranty (06) (not insurance)	☐ 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		☐ 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	☐ 0901 Collections Case – Seller Plaintiff	5, 6, 11
		☐ 0902 Other Promissory Note/Collections Case	5, 11
		☐ 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		☐ 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	☐ 1801 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	☐ 3701 Contractual Fraud	1, 2, 3, 5
		☐ 3702 Tortious Interference	1, 2, 3, 5
		☐ 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	☐ 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	☐ 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	☐ 2601 Mortgage Foreclosure	2, 6
		☐ 2602 Quiet Title	2, 6
		☐ 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	☐ 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	☐ 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	☐ 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	☐ 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	☐ 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	☐ 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	☐ 0201 Writ – Administrative Mandamus	2, 8
		☐ 0202 Writ – Mandamus on Limited Court Case Matter	2
		☐ 0203 Writ – Other Limited Court Case Review	2

SHORT TITLE	CASE NUMBER
[redacted]v. Ford Motor Company, et al	[redacted]

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Judicial Review	Other Judicial Review (39)	☐ 3901 Other Writ/Judicial Review	2, 8
		☐ 3902 Administrative Hearing	2, 8
		☐ 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	☐ 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	☐ 0401 Asbestos Property Damage	1, 11
		☐ 0402 Asbestos Personal Injury/Wrongful Death	1, 11
	Construction Defect (10)	☐ 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	☐ 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	☐ 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	☐ 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	☐ 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	☐ 2001 Sister State Judgment	2, 5, 11
		☐ 2002 Abstract of Judgment	2, 6
		☐ 2003 Confession of Judgment (non-domestic relations)	2, 9
		☐ 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		☐ 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		☐ 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	☐ 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	☐ 4201 Declaratory Relief Only	1, 2, 8
		☐ 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		☐ 4203 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
		☐ 4304 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	☐ 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	☐ 4301 Civil Harassment with Damages	2, 3, 9
		☐ 4302 Workplace Harassment with Damages	2, 3, 9

SHORT TITLE	CASE NUMBER
[redacted] Ford Motor Company, et al	[redacted]

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) (43)	☐ 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		☐ 4304 Election Contest	2
		☐ 4305 Petition for Change of Name/Change of Gender	2, 7
		☐ 4306 Petition for Relief from Late Claim Law	2, 3, 8
		☐ 4307 Other Civil Petition	2, 9

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.			5100 W Rosecrans Ave.
CITY:	STATE:	ZIP CODE:	
Hawthrone	CA	90250	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Southwest District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 08/15/2022

[redacted]
(SIGNATURE OF ATTORNEY/FILING PARTY)

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 LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a 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 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.

Electronically FILED by Superior Court of California, County of Los Angeles on 08/15/2022 08:26 AM Sherri R. Carter, Executive Officer/Clerk of Court, by M. Horan,Deputy Clerk
22TRCV00696

Assigned for all purposes to: Torrance Courthouse; Judicial Officer: Gary Tanaka

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
Telephone: (310) 477-7990
Fax: (310) 477-7995
mark@thelemonlawattorneys.com

Attorneys for Plaintiff,
[redacted]

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

[redacted]

Plaintiff,

vs.

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

Defendants.

Case No.: [redacted]

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 Garden Grove, County of Orange, and State of California.

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 City of Glendale, County of Los Angeles, State of California.

3. This cause of action arises out of the breach of warranty of the vehicle in question, which occurred in the City of Hawthorne, County of Los Angeles, State of California.

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. Plaintiff purchased a 2021 Lincoln Aviator, VIN: [redacted] ("the vehicle").

7. Plaintiff received an express warranty from FORD MOTOR COMPANY, through 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. FORD MOTOR COMPANY provides the same express warranty whether a vehicle is acquired through a cash sale, financed sale, or lease.

8. 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 engine and electrical defects.

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

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FIRST CAUSE OF ACTION

(Violation of the Song-Beverly Consumer Warranty Act)

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

11. 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.

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

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

14. Plaintiff received an implied warranty from FORD MOTOR COMPANY that the vehicle was merchantable. Plaintiff was also received an implied warranty of fitness from defendant.

15. 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.

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

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

18. The defects and nonconformities rendered the vehicle unmerchantable.

19. 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.

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

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22. 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.

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

24. 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.

25. 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)

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

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

28. 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).

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

30. In addition to the written warranty from FORD MOTOR COMPANY, an implied warranty of merchantability was created under California law. The 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).

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31. 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.

32. Plaintiff performed all terms, conditions, covenants, promises and obligations required to be performed on Plaintiff's part under the terms of the 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 Defendant and/or by operation of law.

33. 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.

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

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

36. 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;
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

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8. For such other and further relief as the Court deems just and proper under the circumstances.

ROMANO STANCROFF PC

[redacted]

Mark Romano, Esq. (SBN 244113)
Timothy Whelan, Esq. (SBN 255037)
Aliaksandra Valitskaya, Esq. (SBN 320680)
Attorney for Plaintiff

[redacted]

Dated: 8/15/22

EA23-002 000247 LC

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	Reserved for Clerk's File Stamp FILED Superior Court of California County of Los Angeles 08/15/2022 Sherri R. Carter, Executive Officer / Clerk of Court By: M. Horan Deputy
COURTHOUSE ADDRESS: Torrance Courthouse 825 Maple Avenue, Torrance, CA 90503	
NOTICE OF CASE ASSIGNMENT **UNLIMITED CIVIL CASE**	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: [redacted]

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✔	Gary Y. Tanaka	B					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

on 08/15/2022 (Date)

Sherri R. Carter, Executive Officer / Clerk of Court

By M. Horan, 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.

Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR

1. **Negotiation**: Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.

2. **Mediation**: In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

   Mediation may be appropriate when the parties
   - want to work out a solution but need help from a neutral person.
   - have communication problems or strong emotions that interfere with resolution.

   Mediation may <u>not</u> be appropriate when the parties
   - want a public trial and want a judge or jury to decide the outcome.
   - lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**
If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/ADR.Res.List

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. **Los Angeles County Dispute Resolution Programs**
https://hrc.lacounty.gov/wp-content/uploads/2020/05/DRP-Fact-Sheet-23October19-Current-as-of-October-2019-1.pdf

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration**: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit http://www.courts.ca.gov/programs-adr.htm

4. **Mandatory Settlement Conferences (MSC)**: MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit http://www.lacourt.org/division/civil/C10047.aspx

Los Angeles Superior Court ADR website: http://www.lacourt.org/division/civil/C10109.aspx
For general information and videos about ADR, visit http://www.courts.ca.gov/programs-adr.htm

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 – 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

EA23-002 000253 LC

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:		
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:		
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

EA23-002 000260 LC

FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK

BY N[redacted] NAVARRO, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

General Order Re Use of Voluntary Efficient Litigation Stipulations	ORDER PURSUANT TO CCP 1054(a), EXTENDING TIME TO RESPOND BY 30 DAYS WHEN PARTIES AGREE TO EARLY ORGANIZATIONAL MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "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;"

EA23-002 000261 LC

Whereas the Early Organizational Meeting Stipulation is intended to encourage cooperation among the parties at an early stage in litigation in order to achieve litigation efficiencies;

Whereas it is intended that use of the Early Organizational Meeting Stipulation will promote economic case resolution and judicial efficiency;

Whereas, in order to promote a meaningful discussion of pleading issues at the Early Organizational Meeting and potentially to reduce the need for motions to challenge the pleadings, it is necessary to allow additional time to conduct the Early Organizational Meeting before the time to respond to a complaint or cross complaint has expired;

Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in which an action is pending to extend for not more than 30 days the time to respond to a pleading "upon good cause shown";

Now, therefore, this Court hereby finds that there is good cause to extend for 30 days the time to respond to a complaint or to a cross complaint in any action in which the parties have entered into the Early Organizational Meeting Stipulation. This finding of good cause is based on the anticipated judicial efficiency and benefits of economic case resolution that the Early Organizational Meeting Stipulation is intended to promote.

IT IS HEREBY ORDERED that, in any case in which the parties have entered into an Early Organizational Meeting Stipulation, the time for a defending party to respond to a complaint or cross complaint shall be extended by the 30 days permitted

EA23-002 000262 LC

by Code of Civil Procedure section 1054(a) without further need of a specific court order.

DATED: May 11, 2011

[redacted]

Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court

EA23-002 000263 LC

[redacted]

LAW OFFICES OF
LIOR SADGAN

15250 Ventura Boulevard, Suite 1110
Sherman Oaks, California 91403
T (818) 751-5551 | F (818) 751-5552
Lior@SadganLaw.com

VIA U.S. CERTIFIED MAIL
& EMAIL: ogcclaim@ford.com

August 18, 2023

Ford Motor Company
P.O. Box 6248
Dearborn, MI 48121

RE: **Our Client** : [redacted]
Vehicle : **2021 Ford Explorer**
VIN : [redacted]
Complaint : **Multiple mechanical problems qualifying vehicle for repurchase pursuant to California Civil Code Sections 1793.2 and 1793.22; Mugnuson-Moss Warranty Act; Breach of Express Warranty; Breach of Implied Warranty**

Dear Legal Department,

This office has been retained to represent Haim Ohana in regards to his claims against Ford Motor Company ["FMC"] pursuant to California Civil Code Sections 1793.2 and 1793.22, the Mugnuson-Moss Warranty Act, and for breach of express and implied warranties. At this time, my client demands that FMC repurchase or replace the vehicle.

I ask that you place a litigation hold on all correspondence and communications of any kind relating to the vehicle and/or my 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 FMC intends to proceed with this case. If my client is not offered restitution by **September 18, 2023**, a Complaint for Damages will be filed against FMC without further notice, and a civil penalty will be demanded.

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]

CT Corporation

Service of Process Transmittal

12/10/2021
CT Log Number [redacted]

TO: Chuck Morici
Ford Motor Company
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in California**

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:	Re: [redacted] // To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Complaint, Notice(s), Attachment(s)
COURT/AGENCY:	Kern County Superior Court of California, CA Case # [redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2021 Ford Explorer, VIN: 1[redacted]
ON WHOM PROCESS WAS SERVED:	C T Corporation System, GLENDALE, CA
DATE AND HOUR OF SERVICE:	By Process Server on 12/10/2021 at 02:01
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service (Document(s) may contain additional answer dates)
ATTORNEY(S) / SENDER(S):	John C. Feely MFS Legal, Inc. 5318 East 2nd Street #490 Long Beach, CA 90803 (562) 307-8055
ACTION ITEMS:	CT has retained the current log, Retain Date: 12/10/2021, Expected Purge Date: 12/15/2021 Image SOP
REGISTERED AGENT ADDRESS:	C T Corporation System 330 N BRAND BLVD STE 700 GLENDALE, CA 91203 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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: Fri, Dec 10, 2021

Server Name: GERARDO MARTINEZ

Entity Served	FORD MOTOR COMPANY
Case Number	[redacted]
Jurisdiction	CA

[redacted]

SUM-100

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):
FORD MOTOR COMPANY, a 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)

ELECTRONICALLY FILED
12/3/2021

Kern County Superior Court
By Vickie Fogerson, 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):
Superior Court of California COUNTY OF KERN
Bakersfield Court
1415 Truxtun Avenue
Bakersfield, CA 93301

CASE NUMBER:
(Número del Caso): [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):
John C. Feely MFS Legal, Inc.5318 East 2nd Street #490 Long Beach, CA 90803 (562) 307-8055

DATE: *(Fecha)* 12/3/2021 TAMARAH HARBER-PICKENS Clerk, by *(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 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):*

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. July 1, 2009]

SUMMONS

American LegalNet, Inc.
www.FormsWorkflow.com

Code of Civil Procedure §§ 412.20, 465
www.courtinfo.ca.gov

EA23-002 000269 LC

~~101303~~

ELECTRONICALLY FILED

11/30/2021 12:54 PM

Kern County Superior Court

By Vickie Fogerson, Deputy

MFS Legal, Inc.
John C. Feely (SBN 290803)
Neal F. Morrow III (SBN 295497)
5318 East 2nd Street #490
Long Beach, CA 90803
Tel: (562) 307-8055
Email: lawclerk@calemonlawteam.com

Attorneys for Plaintiff [redacted]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

[redacted],

Plaintiff,

vs.

FORD MOTOR COMPANY, a corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: [redacted]

PLAINTIFF'S COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

Plaintiff, [redacted], an individual alleges as follows:

1. Plaintiff is an individual residing in the City of BAKERSFIELD, County of KERN, and the State of CALIFORNIA.

2. Defendant FORD MOTOR COMPANY is registered to do business in the State of CALIFORNIA.

3. Plaintiff does not know the true names and capacities, whether corporate, partnership, associate, individual, or otherwise of Defendants issued herein as Does 1 through 10, inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant 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 Defendant together with appropriate charging allegations when ascertained.

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

5. 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.

6. On OCTOBER 04, 2021, Plaintiff purchased a 2021 FORD EXPLORER, VIN: [redacted] ("vehicle").

FIRST CAUSE OF ACTION

(VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT) – BREACH OF EXPRESS WARRANTIES

AGAINST ALL DEFENDANTS

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

8. Plaintiff incorporates all preceding paragraphs as if set forth at length below.

9. Plaintiff is a "buyer" as defined by Cal. Civ. Code § 1791(b).

10. The vehicle is a "consumer good" as defined by Cal. Civ. Code § 1791(a).

11. FORD MOTOR COMPANY is a "warrantor" as contemplated by Ca. Civ. Code § 1795.

12. Plaintiff's purchase of the Vehicle was a sale as defined by Cal. Civ. Code §1791(n).

13. Defendants violated the Song-Beverly Consumer Warranty Act by failing to conform the Vehicle to the express written warranties within a reasonable number of repair attempts or within the warranty periods, and by failing to promptly replace the vehicle or make restitution to Plaintiff.

14. The defects, malfunctions, and nonconformities that were presented to Defendant's authorized repair facilities multiple times and substantially impair the use, value, and/or safety of the Vehicle.

15. Pursuant to Cal. Civ. Code §1793.2(d), Defendants must refund the price of the Vehicle to Plaintiff.

16. Pursuant to Cal. Civ. Code § 1794(a), Plaintiff is entitled to restitution.

17. As a direct and proximate result of said violations of the Song-Beverly Act, Plaintiff has sustained and continues to sustain, actual, incidental, and consequential damages in the approximate amount of the purchase price according to proof at trial.

18. The failure of Defendants to comply with the Song-Beverly Act was willful in that they had actual knowledge of the Vehicle's defects, malfunctions, and nonconformities, knew of its legal duties under the warranty act, but repeatedly refused to make necessary repairs and/or provide compensation to the plaintiff.

19. Pursuant to Cal. Civ. Code §1794(c), Plaintiff is entitled to a civil penalty of two times the amount of Plaintiff's actual damages.

20. Pursuant to Cal. Civ. Code §1794(d), Plaintiff is entitled to attorney's fees and expenses reasonably incurred in connection with this action.

SECOND CAUSE OF ACTION BREACH OF IMPLIED WARRANTY (SONG BEVERLY) AGAINST ALL DEFENDANTS

21. Plaintiff incorporates all preceding paragraphs as if set forth at length below.

22. Pursuant to Cal. Civ. Code §1792, the Vehicle was accompanied by each Defendants' implied warranty that the goods are merchantable.

23. Pursuant to Cal. Civ. Code §1793, and because of the existence of the express warranty, Defendants may not disclaim, limit, or modify the implied warranties provided by the Song-Beverly – Act.

24. Defendants breached the implied warranty of merchantability as stated in Cal. Civ. Code §1791.1 and 1792 in the vehicle has malfunctions, and nonconformities render the Vehicle unfit for the ordinary purposes for which it is used, and it would not pass without objection in the trade.

25. Pursuant to Cal. Civ. Code §1794(a), Plaintiff is entitled to restitution.

26. As a direct and proximate result of the breach of the implied warranty of merchantability, Plaintiff has sustained, and continues to sustain, actual, incidental, and consequential damages in the approximate amount of the purchase price according to proof at trial.

27. As a direct and proximate result of said violations of the Song-Beverly Act, Plaintiff has sustained, and continues to sustain, actual, incidental, and consequential damages in the approximate amount of the purchase price according to proof at trial.

28. Pursuant to Cal. Civ. Code §1794(d), Plaintiff is entitled to attorney's fees and expenses reasonably incurred in connection with this action.

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

THIRD CAUSE OF ACTION BREACH OF EXPRESS WARRANTY – COMMERCIAL CODE – AGAINST ALL DEFENDANTS

30. Plaintiff reincorporate the above allegations as if set forth at length below.

31. Defendant gave plaintiff a written warranty that the vehicle would be (a) free from defects of material and workmanship and (2) defendant would remedy the vehicle timely for any defects by presenting the vehicle to any authorized repair center.

32. The subject vehicle did not perform as promised and did not meet the quality of the written warranty, nor meet the standard described in the written warranty.

33. Plaintiff took reasonable steps to notify Defendants that the vehicle was not as represented.

34. Defendants failed to honor the terms of its express warranty

35. Plaintiff was harmed as a result.

36. The failure of the vehicles to be as represented was a substantial factor is causing the Plaintiff's harm

37. Plaintiff is entitled to damages provided by Com Code for breach of warranty being the difference at the time and place of acceptance between the value of the vehicle as accepted and the value they would have had if they had been as warranted.

FOURTH CAUSE OF ACTION
VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200
AGAINST ALL DEFENDANTS

38. Plaintiff re-alleges the above allegations as if set forth below in full.

39. Plaintiff and Defendants are each "person[s]" as defined by California Business & Professions Code § 17201. California Bus. & Prof. Code § 17204 authorizes a private right of action on both an individual and representative basis.

40. "Unfair competition" is defined by Business and Professions Code Section § 17200 as encompassing several types of business "wrongs," many of which are at issue here:

(1) an "unlawful" business act or practice,
(2) an "unfair" business act or practice,
(3) a "fraudulent" business act or practice, and
(4) "unfair, deceptive, untrue or misleading advertising."

41. The definitions in § 17200 are drafted in the disjunctive, meaning that each of these "wrongs" operates independently from the others.

42. Plaintiff has no speedy adequate remedy at law and damages would not adequately compensate her for the ongoing wrongs committed by Defendants.

43. By and through Defendant's conduct alleged in further detail above and herein, Defendants engaged in conduct which constitutes (a) unlawful and (b) unfair business practices prohibited by Bus. & Prof. Code § 17200 et seq.

"UNLAWFUL" PRONG

44. As a result of Defendant's acts and practices described herein, Defendants have violated California's Unfair Competition Law, Business & Professions Code §§ 17200 et seq., which provides a cause of action for an "unlawful" business act or practice perpetrated on members of the California public.

45. Defendants have other reasonably available alternatives to further its legitimate business interest, other than the conduct described above

46. Plaintiff reserves the right to allege other violations of law, which constitute other unlawful business practices or acts, as such conduct is ongoing and continues to this date.

"UNFAIR" PRONG

47. Defendant's actions and representations constitute an "unfair" business act or practice under § 17200 in that Defendant's conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. Without limitation, it is an unfair business act or practice for Defendants to knowingly or negligently

(1) fail to provide repair facilities to service vehicles to conform to the express warranties reasonably close to where Defendant's vehicle is sold,

(2) provide their authorized repair facilities service and repair literature to allow them to conform the vehicles to the express warranties,

(3) inform consumers of their warranty rights on their repair orders, and

(4) pay their authorized repair facilities for work done under the express warranty.

(5) Trying to coerce Plaintiff and other members of the public to sign confidentiality clauses and

48. At a date presently unknown to Plaintiff, but at least four years prior to the filing of this action, and as set forth above, Defendants have committed acts of unfair competition as

defined by Cal. Bus. & Prof. Code §§ 17200 et seq., as alleged further detail above and herein.

49. Plaintiff could not have reasonably avoided the injury suffered herein. Plaintiff reserves the right to allege further conduct that constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date, as Defendants continue to violate the provisions of the Song-Beverly act.

"FRAUDULENT" PRONG

50. California Business & Professions Code § 17200 prohibits any "fraudulent ... business act or practice." In order to prevail under the "fraudulent" prong of the UCL, a consumer must allege that the fraudulent business practice was likely to deceive members of the public.
51. The test for "fraud" as contemplated by California Business and Professions Code § 17200 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200 violation can be established even if no one was actually deceived, relied upon the fraudulent practice, or sustained any damage.
52. Here, consumers are likely to be deceived by the acts described above in this complaint.
53. California consumers were never informed of their rights pursuant to the Song-Beverly Acts standards.
54. In addition, Defendant's oral misrepresentations also deceived Plaintiff to believe that Plaintiff would receive a benefit by purchasing a Vehicle from them under warranty.
55. Despite the passage of time, Plaintiff has received no such benefit from the warranty of the vehicle.
56. Plaintiff is entitled to injunctive relief to bring Defendants in conformity with the law.
57. Plaintiff is further entitled to preliminary relief to enforce Defendants' compliance with its legal obligations during the pendency of the within action as Plaintiff has both no adequate remedy at law, has and continues to suffer irreparable injury, and damages would be completely inadequate.

WHEREFORE, PLAINTIFF PRAYS FOR RELIEF AS FOLLOWS:

(1) A declaration that the sales contract is rescinded;

(2) A declaration that Defendants have been given a reasonable number of repair attempts and/or days to conform the Vehicle to the warranty;

(3) Actual damages of $60,135.35 according to proof;

(4) Consequential and incidental damages according to proof;

(5) Restitution of all consideration given by Plaintiff and or paid out toward the Vehicle.

(6) Civil Penalties under the Song-Beverly Act in the amount of two times actual damages;

(7) Reasonable attorney's fees according to statute and contract.

(8) Prejudgment interest at the highest maximum legal rate;

(9) A temporary restraining order and/or preliminary injunction;

(10) Costs and expenses reasonably incurred in connection with this action; and

(11) Such other relief as the Court deems just and proper.

DATED: November 24, 2021

MFS Legal, Inc.

[redacted]

John C. Feely
Attorney for Plaintiff

SUPERIOR COURT OF CALIFORNIA COUNTY OF KERN BAKERSFIELD COURT 1415 TRUXTUN AVENUE BAKERSFIELD CA 93301	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF KERN DECEMBER 03, 2021 BY Vickie Fogerson DEPUTY
PLAINTIFF/PETITIONER: [redacted] **DEFENDANT/RESPONDENT:** **FORD MOTOR COMPANY, A CORPORATION**	
NOTICE OF ASSIGNMENT TO JUDGE FOR ALL PURPOSES AND NOTICE OF ORDER TO SHOW CAUSE RE CRC RULE 3.110 AND NOTICE OF CASE MANAGEMENT CONFERENCE	CASE NUMBER: [redacted]

By order of the presiding judge, the above entitled case is assigned to the Honorable J. Eric Bradshaw for all purposes. It will be managed on the direct calendar program in Bakersfield Division J until its conclusion. Peremptory challenges, if any, must be made within the times set out in CCP §170.6. Please include the initials **JEB** after the case number on all future pleadings filed in this case.

Bakersfield Hearing Locations:
Departments 1 through 18 are located at 1415 Truxtun Avenue, Bakersfield, CA 93301
Divisions A through L are located at 1215 Truxtun Avenue, Bakersfield, CA 93301

TO PLAINTIFF AND PLAINTIFF'S COUNSEL:
You are ordered to appear on **March 18, 2022** in **Bakersfield Division J** at **8:30 AM** to give any legal reason why sanctions shall not be imposed for failure to serve the complaint on all named defendants and file proof(s) of service with the court within sixty (60) days after the filing of the complaint pursuant to California Rules of Court, Rule 3.110. All appearances are mandatory, unless the court receives the required proof(s) of service five (5) court days prior to the hearing date, and then no appearance is necessary.

TO EACH PARTY AND THEIR RESPECTIVE ATTORNEY(S) OF RECORD:
This case is set for Case Management Conference, by the Honorable J. Eric Bradshaw on **June 01, 2022** at **8:30 AM** in **Bakersfield Division J**. Case management statements are to be filed at least fifteen (15) days prior to the conference in accordance with California Rules of Court, Rules 3.720 – 3.730. All parties shall comply with California Rules of Court, Rules 3.720 – 3.730.

NOTICE TO PLAINTIFF'S COUNSEL

IMPORTANT: You are required to serve this Notice of Assignment and Notice of Order to Show Cause Date and Notice of Case Management Conference Date with the Summons, Complaint [Local Rule 3.7(a)], Alternative Dispute Resolution (ADR) Information Packet, and ADR Stipulation and Order Form (California Rules of Court, Rule 3.221).

NOTICE TO CROSS COMPLAINANT'S COUNSEL

IMPORTANT: If you are bringing a cross complaint against new parties, you are, likewise, required to serve this Notice of Assignment pursuant to California Rules of Court, Rule 3.110 and Notice of Order to Show Cause date and Notice of Case Management Conference date on the new cross defendants.

TAMARAH HARBER-PICKENS
CLERK OF THE SUPERIOR COURT

Date: December 03, 2021

By: [redacted]
Vickie Fogerson, Deputy Clerk

The Clerk of the Superior Court's office has received a civil complaint from you for filing. Pursuant to the Trial Court Delay Reduction Act, your case has been assigned to the Honorable J. Eric Bradshaw as monitoring judge.

Judge J. Eric Bradshaw has instituted a direct calendaring system for all cases assigned to him/her as the monitoring judge.

All law and motion, case management and trial setting conferences, ex parte matters and trials will be scheduled before him/her in Bakersfield Division J. This will involve all cases in which the clerk has assigned the initials JEB to the complaint at the time of filing. Counsel is expected to make the initials of the monitoring judge a part of the case number on all pleadings and papers.

Law & Motion and Ex-Parte hearing dates must be pre-cleared by contacting the Direct Calendaring Clerk at 661-868-7204. Tentative rulings can be located by visiting "http://www.kern.courts.ca.gov/", after 4:00 pm. Click on the Non-Criminal Case Information link to enter the case number. Please note, not all departments provide tentative rulings.

At the time of filing the complaint, plaintiff's counsel will be given a Notice of Case Management Conference which sets a conference approximately one hundred eighty (180) days after filing of the complaint. This notice must be served with the summons and complaint on all defendants. Defendants must serve the notice on all cross-defendants named. The notice must also be served on interveners and lien claimants.

Telephonic appearances for case management conferences and law and motion hearings are available through Court Call. The toll free telephone number for Court Call is (888) 88-COURT. Proper procedures must be complied with under California Rules of Court, Rule 3.670. Arrangements to make appearances through Court Call must be made at least five (5) court days prior to the hearing date.

Another judge will hear settlement conferences in cases assigned to Judge J. Eric Bradshaw. However, those cases that do not settle will be set for trial before him/her.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF KERN
SPECIAL RULES RELATING TO CASE MANAGEMENT CONFERENCES

At least fifteen (15) days prior to the case management conference, each party shall prepare, file and serve on each other party a case management conference statement providing the Court with the following information:

1. The "at-issue" status of the case including any new parties that may be contemplated;
2. A brief statement of the type of case and the general facts or contentions;
3. A description of the discovery done to date and that contemplated to be done;
4. Estimated time for trial and whether a jury is demanded;
5. Whether or not the case is entitled to priority in trial setting and if so, the legal authority thereof;
6. An evaluation of the case for alternative dispute resolution, including arbitration (judicial or binding), mediation or private judge handling;
7. If a person injury action, a description of the injuries sustained by each plaintiff and the elements of claimed damage;
8. A statement of any settlement negotiations undertaken thus far;
9. The name of the attorney primary responsible for the case on behalf of the party filing the statement.

More than one party may join in the filing of a single statement.

The case management conference shall be attended by the attorney primarily responsible for the case on behalf of each party or a member of his or her firm or counsel formally associated in the case. The attorney attending shall be thoroughly familiar with the case, and be able to engage in meaningful discussions with court and counsel, and to enter into agreements on behalf of his or her client on the following subjects:

1. The "at-issue" status of the case including the dismissal of the unnamed doe defendants or cross-defendants by agreement of all parties;
2. Discovery conducted and remaining to be done;
3. Amenability of the case to alternative dispute resolution including, but no limited to, arbitration (judicial or binding), mediation, and private judge handling.
4. Delineation of issues including stipulation of facts not in substantial controversy;
5. Settlement prospects;
6. Setting the matter for trial, pre-trial conferences, settlement conference or further case management conference;
7. Any other matters relevant to the processing of the case to a final resolution.

Any violation of these rules shall result in the imposition of substantial sanctions which may include monetary, issue, termination, or other appropriate sanctions.

CERTIFICATE OF POSTING

The undersigned, of said Kern County, certify: That I am a Deputy Clerk of the Superior Court of the State of California, in and for the County of Kern, that I am a citizen of the United States, over 18 years of age, I reside in or am employed in the County of Kern, and not a party to the within action, that I served the ***Notice of Assignment/Notice of Order to Show Cause Re CRC 3.110/Notice of Case Management Conference*** attached hereto on all interested parties and any respective counsel of record in the within action by posting true copies thereof, to the Superior Court of California, County of Kern, Non-Criminal Case Information Portal (https://odyprodportal.kern.courts.ca.gov/portalprod).

Date of Posting: December 03, 2021

Place of Posting: Bakersfield, CA

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TAMARAH HARBER-PICKENS
CLERK OF THE SUPERIOR COURT

Date: December 03, 2021

By: [redacted]
Vickie Fogerson, Deputy Clerk

[redacted]

Service of Process Transmittal Summary

TO: Chuck Morici
FORD MOTOR COMPANY
1 American Rd
Dearborn, MI 48126-2798

RE: **Process Served in Oregon**

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:	Re: [redacted] // To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Complaint
COURT/AGENCY:	Washington County Circuit Court of Oregon, OR Case # [redacted]
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2021 Lincoln Aviator, VIN # [redacted]
PROCESS SERVED ON:	C T Corporation System, Salem, OR
DATE/METHOD OF SERVICE:	By Non-Traceable Mail on 05/19/2022 postmarked: "Not Post Marked"
JURISDICTION SERVED:	Oregon
APPEARANCE OR ANSWER DUE:	Within 30 days from the date of service of this summons upon you
ATTORNEY(S)/SENDER(S):	Danielle R. Beauvais 4660 NE Belknap Court Suite 101A Hillsboro, OR 97124 503-581-2008
ACTION ITEMS:	CT has retained the current log, Retain Date: 05/20/2022, Expected Purge Date: 05/25/2022 Image SOP
REGISTERED AGENT CONTACT:	CT Corporation System 780 Commercial Street? SE Ste 100 Salem, OR 97301 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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.

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US POSTAGE
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2000187718
ZIP 97124
MAY 17 2022

First Class Mail

Beauvais
Law Firm, LLC
[redacted]
1333 NE Orenco Station Pkwy #284
Hillsboro, OR 97124

Ford Motor Company
c/o CT Corporation System, Inc.
790 Commercial Street SE
Suite #100
Salem, OR 97301-3465

EA23-002 000285 LC

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF WASHINGTON

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY

Defendant.

Case No. [redacted]

SUMMONS

To: FORD MOTOR COMPANY
C/O CT Corporation Systems
780 Commercial St. SE, Suite 100
Salem, OR 97301-3465

Defendant,

You are hereby required to appear and defend the complaint filed against you in the above-entitled action within thirty (30) days from the date of service of this summons upon you, and in case of your failure to do so, for want thereof, plaintiff will apply to the court for the relief demanded in the complaint.

NOTICE TO THE DEFENDANT: READ THESE PAPERS CAREFULLY!

You must "appear" in this case or the other side will win automatically. To "appear" you must file with the court a legal paper called a "motion" or "answer." The "motion" or "answer" must be given to the court clerk or administrator with in 30 days along with the required filing fee. It must be in proper form and have proof of service on the plaintiff's attorney or, if the plaintiff does not have an attorney, proof of service upon the plaintiff.

If you have any questions, you should see an attorney immediately. If you need help in finding an attorney, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636.

[redacted]

SIGNATURE OF ATTORNEY/AUTHOR FOR PLAINTIFF

Danielle R. Beauvais, Esq. 05198

ATTORNEY'S/AUTHOR'S NAME (TYPED OR PRINTED) BAR NO. (IF ANY)

4660 NE Belknap Court, Suite 101A

ADDRESS

Hillsboro Oregon 97124 (503) 681-2008

CITY STATE ZIP PHONE

TRIAL ATTORNEY IF OTHER THAN ABOVE (TYPED OR PRINTED) BAR NO.

STATE OF OREGON, County of Washington.

I, the undersigned attorney of record for the plaintiff, certify that the foregoing is an exact and complete copy of the original summons and complaint in the above-entitled action.

[redacted]

ATTORNEY OF-RECORD FOR PLAINTIFF (s)

Danielle R. Beauvais, Esq.
4660 NE Belknap Court
Suite 101A
Hillsboro, Oregon 97124
(503) 681-2008 Telephone
(503) 681-2005 Facsimile
Danielle@GoLemonLaw.com

CERTIFIED TRUE COPY [redacted]

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF WASHINGTON

[redacted]

Plaintiff,

vs.

FORD MOTOR COMPANY

Defendant.

Case No. 22CV16100

COMPLAINT
Prayer amount: $88,576
Fee Authority: ORS 21.160(1)(c)

First Claim for Relief- Oregon Lemon Law;
Second Claim for Relief- Breach of Warranty (Magnuson Moss Warranty Act).

Jury Trial Requested

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Danielle@GoLemonLaw.com

Plaintiff alleges as follows:

PARTIES

1.

Plaintiff [redacted] hereafter referred to as "Plaintiff"), is an adult resident of the State of Oregon, residing at [redacted] Brookings, OR [redacted]

2.

Defendant Ford Motor Company (hereafter referred to as "Ford"), is a business corporation authorized to do business in the State of Oregon; and, at all times relevant hereto, was engaged in the design, manufacture, sale, and distribution of Ford and Lincoln motor vehicles and related equipment; with its principal place of business at One American Road, Dearborn, Michigan 48126, and which can be served at c/o CT Corporation System, Inc., 780 Commercial Street SE, Suite #100, Salem, OR 97301-3465.

3.

This Court has personal jurisdiction over Defendant because at times relevant hereto, Defendant carried on a continuous and systematic portion of its business in the State of Oregon by way of, *inter alia*, the wholesale and delivery of its vehicles with the intent to market and sell to consumers throughout the State of Oregon, including Washington County, through its Ford-authorized dealerships.

FACTUAL BACKGROUND

4.

On or about the 15th day of October, 2021, Plaintiff purchased a new 2021 Lincoln Aviator (hereafter referred to as "the vehicle") from Ford and Mocks Ford Sales, manufactured and warranted by Ford, bearing the Vehicle Identification Number [redacted] and purchased in the State of Oregon. A copy of the Motor Vehicle Purchase Agreement is attached as Exhibit A.

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5.

The vehicle is currently financed by the lien holder Fifth Third Bank, at an interest rate of 4.24%, with payments of $1,039.00 a month for 7 years. A copy of the Retail Installment Contract is attached as Exhibit B.

6.

The price of the vehicle, including registration charges, document fees and related costs and fees, but excluding finance charges, aftermarket accessories, and other collateral expenses, totaled at least $88,576. See Exhibit A.

7.

The vehicle is registered in Oregon, which gave constructive notice to Ford of a potential lawsuit in Oregon should the vehicle prove to be defective. A copy of the vehicle's registration will be provided at a later date.

8.

Ford participated substantially and directly in the sales transaction, in that it entered an agreement with Plaintiff pertaining to the transaction under which it promised to repair defective items under the manufacturer warranty, otherwise buy back or replace the vehicle.

9.

As part of the basis of the bargain and built into the purchase price, Ford issued to Plaintiff several warranties, including a 4 year/50,000 miles bumper-to-bumper express warranty and a 6 year/70,000 miles powertrain warranty as well as implied warranties. A copy of an overview of the express warranty coverage, from Defendant's own manual, is attached as Exhibit C.

10.

Plaintiff purchased the vehicle in reliance on the existence of these warranties from Ford, and at the time of sale, Plaintiff believed Ford would honor said warranties in a timely and

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proper manner and would not have bought the vehicle had it not been warranted by Ford.

11.

Through their advertising and otherwise, Ford and Mocks Ford Sales represented that the vehicle was fit for the purpose for which it was designed, safe, and suitable for its intended use.

12.

After taking possession of the vehicle, Plaintiff discovered that it did not conform to the applicable manufacturer's express warranties, inasmuch as the vehicle has been exhibiting significant engine defects, as described in the attached repair documents.

13.

The vehicle has not been effectively repaired despite 58 days out-of-service.

14.

At all times, Ford delegated to its authorized dealerships the business of making warranty repairs and servicing new motor vehicles within the jurisdiction of this Court, and as per Ford's instructions, Plaintiff brought the vehicle to such an authorized dealer for repairs.

15.

All the repairs were attempted at a Ford-authorized repair facility in Oregon, where Plaintiffs also complained of additional defects as described below.

16.

Starting from February 23, 2022, when the vehicle had only 4,181 miles, Plaintiff complained to the dealership about the engine running poorly then not starting, so it was towed to the dealership. The vehicle was out of service for 16 days while the engine and several other components were replaced. A copy of the repair invoice is attached as Exhibit D.

17.

Only six days later on March 16, 2022, at 4,380 miles, the vehicle was brought again to

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the dealer for the same defect. The engine was replaced a second time, while the vehicle was kept for another 38 days. A copy of the repair invoice is attached as Exhibit E.

18.

With 54 days out of service, Plaintiff has concluded that the vehicle is unreliable, flawed, and unsafe.

19.

The defects and/or conditions of the vehicle substantially impair the use, value and/or the safety of the vehicle for Plaintiff, and they violate the express written warranties issued to Plaintiff by Ford.

20.

Plaintiff provided Ford and/or one of its authorized dealers with a reasonable number of repair attempts to repair the vehicle, but the vehicle was not repaired within a reasonable amount of time or a reasonable number of repair attempts, such that Plaintiff has lost faith in the safety of the vehicle.

THE RELATIONSHIP BETWEEN FORD AND ITS AUTHORIZED DEALER

21.

On information and belief, each Ford-authorized dealer involved in the vehicle history was an agent, or in the alternative, an apparent agent of Ford for purposes of selling Ford vehicles, such as the vehicle sold to Plaintiff, and performing warranty repairs under Ford's new vehicle express written warranty.

22.

Ford consented to or knowingly acquiesced to a dealer's exercise of authority by allowing it or requiring it to do the following:

a. The selling and/or repairing dealership represents itself as an "authorized dealer";

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b. The authorized dealer is required to display Ford's logo and other Ford materials in its showrooms and official documents;

c. The authorized dealer receives technical bulletins detailing potential vehicle problems from Ford;

d. The authorized dealer is required to train its technicians with Ford and/or be supervised by Ford; and

e. The authorized dealer is required to use only Ford-supervised technicians to repair and maintain vehicles under Ford's warranties, thereby representing that the authorized dealer sells and repairs vehicles for Ford.

23.

In advertisements, owner's manuals, websites and otherwise, Ford holds itself out as a manufacturer of motor vehicles which it sells to a consumer through a licensed dealer.

24.

The authorized dealer sells vehicles on Ford's behalf, uses Ford's logo in advertising and on its warranty repair orders, and posts its sign for the public to see.

25.

Ford requires the authorized dealer to follow the rules and policies of Ford in conducting the relevant aspects of its business, including the delivery of the Ford warranties and the servicing of defective vehicles, such as that of Plaintiff's.

26.

The authorized dealer binds Ford with respect to warranty repairs on the vehicles the authorized dealer sells.

27.

Ford requires the authorized dealer to perform Ford's warranty diagnoses and repairs, and to do so per the procedures and policies set forth in writing by Ford.

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28.

Ford provides the authorized dealer with, or requires it to obtain, computer programs that display the repair and title history of Ford's vehicles.

29.

Ford requires its customers, including Plaintiff, to go to an authorized dealer to obtain warranty repairs.

30.

If Ford agrees to repurchase or replace a defective vehicle, customers are required to surrender the vehicle to Ford at an authorized dealership.

31.

Based on the above, a Ford dealership is a Ford agent for purposes of selling and/or repairing Ford vehicles and its components.

FIRST CLAIM FOR RELIEF

OREGON LEMON LAW

32.

At all times relevant, Plaintiff has been a "Consumer" within the meaning of ORS 646A.400.

33.

The subject vehicle is a self-propelled passenger vehicle as defined in ORS 801.360, and it was sold and/or registered in the State of Oregon.

34.

The subject vehicle experienced nonconformities with the first two years of purchase or within the first twenty-four thousand (24,000) miles.

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35.

Ford, through its agent authorized dealer, has had at least four opportunities to correct the alleged defect, and was given direct written notification of the said defects and potential legal action.

36.

Section 646A.404 of the Oregon Lemon Law provides:

> (1) If the manufacturer or agents or authorized dealers of the manufacturer are unable to conform the motor vehicle to an applicable manufacturer's express warranty by repairing or correcting a defect or condition that substantially impairs the use, market value or safety of the motor vehicle to the consumer after a reasonable number of attempts, the manufacturer shall:
>
> (a) Replace the motor vehicle with a new motor vehicle; or,
>
> (b) Accept return of the vehicle from the consumer and refund to the consumer the full purchase or lease price and collateral charges paid, less a reasonable allowance for the consumer's use of the motor vehicle.

37.

Ford or its agents or authorized dealers were unable to conform the vehicle to the manufacturer's warranty by repairing or correcting the defects or conditions that substantially impair the use, market value or safety of the vehicle after a reasonable number of repair attempts and willfully failed to replace or repurchase the defective vehicle.

38.

Plaintiff has suffered actual, incidental and consequential damages as a result of Ford's failure to repair, replace, or repurchase the vehicle.

39.

Therefore, *inter alia*, Ford has violated the Oregon Lemon Law to the injury of Plaintiff, and the rights and obligations of the parties have become fixed under the Lemon Law, entitling Plaintiff to a refund as allowed by law.

40.

Plaintiff avers that the subject vehicle is so defective that a refund that includes all

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collateral charges is warranted.

41.

Section 646A.404 of the Oregon Lemon Law provides:

> (1) 'Collateral charge' means a charge, fee or cost to the consumer related to the sale or lease of a motor vehicle, such as:
>
> (a) A sales, property or use tax;
> (b) A license, registration or title fee;
> (c) A finance charge;
> (d) A prepayment penalty;
> (e) A charge for undercoating, rustproofing or factory or dealer installed options; and
> (f) The cost of an aftermarket item purchased within 20 days after delivery of the motor vehicle.

42.

Plaintiff avers that Section 646A.412(2) provides that upon successfully prevailing upon the Lemon Law claim herein, all attorney's fees, arbitration fees, expert witness fees, and costs to a consumer who prevails are recoverable, and therefore are demanded against Ford.

43.

Furthermore, Section 646A.412(1) of the Oregon Lemon Law provides:

> (2) If a consumer brings an action under ORS 646A.400 to 646A.418 against a manufacturer and the consumer is granted one of the remedies specified in ORS 646A.404(1) by the court, the consumer shall also be awarded three times the amount of any damages, not to exceed $50,000 over and above the amount due the consumer under 646A.404(1), if the court finds that the manufacturer did not act in good faith.

WHEREFORE, Plaintiff respectfully prays for judgment against the Defendant in the amount of $88,576, plus collateral charges, incidental costs, and attorney's fees and costs.

SECOND CLAIM FOR RELIEF

FEDERAL MAGNUSON-MOSS WARRANTY ACT

44.

Plaintiff incorporates by reference all facts and allegations set forth in this Complaint as

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if alleged herein.

45.

Plaintiff is a "consumer" as defined by 15 U.S.C. §2301(3); Ford is a "warrantor" as defined by 15 U.S.C. §2301(5); and the vehicle is a "consumer product" as defined in 15 U.S.C. §2301(1).

46.

An express Limited Warranty and an implied warranty of merchantability were given to Plaintiff as a part of the purchase, as defined by 15 U.S.C. §2301(6) and (7).

47.

By the terms of the express written warranties referred to in this Complaint, Ford agreed to perform effective warranty repairs at no charge for parts and/or labor within a reasonable time but failed to make such effective repairs within a reasonable time.

48.

Section §2304 (a) of the Magnuson-Moss Warranty Act provides:

> (4) if the product (or a component part thereof) contains a defect or malfunction after a reasonable number of attempts by the warrantor to remedy defects or malfunctions in such product, such warrantor must permit the consumer to elect either a refund for, or replacement without charge of, such product...

49.

The Limited Warranty has failed in its essential purpose, and Ford has violated the Act due to its inability to repair the nonconformities at all or within a reasonable time, and due to its refusal to provide Plaintiff a refund or replacement. 15 U.S.C. §2304 (a)(1) and (4).

50.

Ford has also breached its implied warranty of merchantability because the vehicle is not fit for the ordinary purpose for which the vehicle is to be used. 15 U.S.C. §2308, 2310 (d).

51.

As a direct and proximate result of Ford's failure to comply with the express warranties,

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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.

52.

Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Ford:

Section §2310 (d) of the Magnuson-Moss Warranty Act provides:

> (2) If a consumer finally prevails in any 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 attorneys' fees based on 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 attorneys' fees would be inappropriate.

WHEREFORE, Plaintiff respectfully demands judgment against Defendant Ford in the amount of $88,576, plus incidental costs and reasonable attorney's fees; or such other relief as the Court may deem appropriate, plus reasonable attorney's fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. On the first claim, for violation of the Oregon Lemon Law, against Ford in the amount of $88,576, plus collateral charges, incidental costs, plus attorney's fees and costs.
2. On the second claim, for violation of the Magnuson Moss Warranty Act, against Ford in the amount of $88,576, plus incidental costs and reasonable attorney's fees; or such other relief as the Court may deem appropriate, plus reasonable attorney's fees and costs;
3. Plaintiff's damages are continuing.
4. Plaintiff seeks prejudgment interest at 9%.

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5. For such other relief that the court deems just and equitable, such as restitution, plus incidental costs and reasonable attorney's fees.

DATED this 6th day of May, 2022

By [redacted]
Danielle R. Beauvais, OSB#05198-Trial Attorney
Attorney for Plaintiff

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MOTOR VEHICLE PURCHASE AGREEMENT

(INCLUDES TERMS ON BACK OF PAGE)

EXPECTED DELIVERY DATE 10/25/2021 TODAY'S DATE

PURCHASER'S NAME		STOCK NO.
[redacted]	RES / BUS	A2105
[redacted]	CITY: BROOKINGS / STATE: OR / ZIP: [redacted]	

Subject to the terms and conditions set forth below and on reverse side, Purchaser agrees to purchase from Dealer the vehicle described belo Vehicle). Delivery is to be made on the expected delivery date shown above or as soon thereafter as possible. HOWEVER, PURCHASER AG THAT NEITHER THE DEALER NOR THE MANUFACTURER WILL BE LIABLE FOR FAILURE TO EFFECT DELIVERY.

NEW OR USED	YEAR	# CYL	MAKE	BODY TYPE	MODEL	VEHICLE IDENTIFICATION NUMBER (V.I.N.
NEW	2021	6	LINCOLN	4DSDN 4 DOOR	AVIATOR RESERVE	5LM5J7XC0MGL176
COLOR: PRISTINE WHI		MILEAGE: 24	LICENSE:		SALESPERSON REPRESENTATIVE: [redacted] JR.	

ALL DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE EARNEST MONIES

DESCRIPTION OF TRADE-IN

YEAR	MAKE	BODY TYPE	MODEL

VEHICLE IDENTIFICATION NO.

IMPORTANT WARRANTY INFORMATION

Unless Dealer furnishes Purchaser with a separate written warranty or service contract made by Dealer on its own behalf, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER. ALL USED VEHICLES ARE SOLD *AS IS*. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.

LIMITATION OF DAMAGES. PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM DEALER ANY DAMAGES FOR LOSS TO PROPERTY OR PERSONS OR DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS, LOSS OF INCOME, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES.

BINDING ARBITRATION

Purchaser acknowledges that Dealer and/or Purchaser shall have the right to require that any claim, controversy, or dispute between the parties, including but not limited to those arising out of or relating to the Agreement, the interpretation thereof, or the vehicle, shall be resolved in binding arbitration in accordance with paragraph 11 on the backside of the Agreement. **Both parties are waiving their right to a jury trial.**

PURCHASER X _____

ELECTRONIC FILING FEE

This dealership can electronically file your DMV forms and your vehicle will be immediately registered with the state. Standard Oregon license plates, registration and ownership documents will be expedited and arrive more quickly. Electronic filing is optional and not required by law. If you do not want to file your DMV forms electronically, you will receive your documents and plates in DMV's standard processing time.

ACCEPTS X _____ (INITIAL) DECLINES X _____ (INITIAL)

USED CAR BUYERS GUIDE

A Buyers Guide has been posted on the window of each used vehicle. The information on the Buyers Guide for this Vehicle is part of and overrides any contrary provisions in this Agreement. *[La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario de la ventanilla anula cualquier provision que contradiga lo que aparece en este contrato.]*

Purchaser acknowledges receipt of Buyers Guide.

ITEMIZATION OF PURCHASE

Cash Price of Unit		$ 74610.
1. Total Cash Sale Price		$ 74610.
2. Other Charges		
A. License/Registration Fee		$ 288.50
B. [redacted]		$ 103.00
C. DEQ Certification Fee		$ NA
D. Electronic Filing Fee		$ 115.00
E. Title & Registration Processing Fee		$ NA
F. GAP INSURANCE		$ 995.00
G. ESTIMATE DR. C.A.TAX		$ 284.62
H.		$
Total Other Charges (Add 2A through 2H)		$
3. Downpayment:		
A. Cash Downpayment		$ 1300.00
B. One deferred downpayment (pickup pymt) due NA	NA	$ NA
C. Trade In: Value $ NA	Less Owing $ NA	Net $ NA
Total Down (A + B + C)		$ 1300
4. Unpaid balance of cash sale price (1 + 2 minus 3) To be paid		$ 76606.62

TRADE-IN ALLOWANCE AND PAYOFF BALANCE

Purchaser agrees to deliver to Dealer the Vehicle(s) listed in the Trade warrants that Purchaser holds title to the trade-in free and clear of and encumbrances except as noted below. Purchaser agrees to p lost title replacement fees. Subject to the terms set forth on the back Agreement, the Trade-in allowance listed on line 3C above is the Dealer agrees to credit to Purchaser's account providing Pur accepts delivery of the Vehicle and completes the transac accordance with this Agreement. The payoff of the trade-in exce amount owing on the [redacted] shall be included in Purc down payment. If the payoff balance (amount owing) exceeds the shown on line 3C above, Purchaser shall pay the deficiency in c

EXHIBIT _____ PAGE 1 OF 2

EA23-002 000299 LC

ALL DEPOSITS TAKEN ON NEW VEHICLE ORDERS ARE NON-REFUNDABLE

DESCRIPTION OF TRADE-IN

YEAR	MAKE	BODY TYPE	MODEL

IMPORTANT WARRANTY INFORMATION

less Dealer furnishes Purchaser with a separate written warranty or vice contract made by Dealer on its own behalf, DEALER HEREBY SCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING Y IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS R A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES LD BY DEALER. ALL USED VEHICLES ARE SOLD *AS IS*. Any rranty on any new vehicle or used vehicle still subject to a nufacturer's warranty is that made by the Manufacturer only. All rranties, if any, by Manufacturers and suppliers are theirs, not aler's, and only the Manufacturers and suppliers shall be liable for formance under such warranties.

ITATION OF DAMAGES. PURCHASER SHALL NOT BE ENTITLED RECOVER FROM DEALER ANY DAMAGES FOR LOSS TO OPERTY OR PERSONS OR DAMAGES FOR LOSS OF USE, LOSS TIME, LOSS OF PROFITS, LOSS OF INCOME, OR ANY OTHER NSEQUENTIAL OR INCIDENTAL DAMAGES.

BINDING ARBITRATION

rchaser acknowledges that Dealer and/or Purchaser shall have the ht to require that any claim, controversy, or dispute between the ties, including but not limited to those arising out of or relating to Agreement, the interpretation thereof, or the vehicle, shall be olved in binding arbitration in accordance with paragraph 11 on the ckside of the Agreement. **Both parties are waiving their right to ury trial.**

RCHASER X _____

ELECTRONIC FILING FEE

s dealership can electronically file your DMV forms and your vehicle will immediately registered with the state. Standard Oregon license plates, istration and ownership documents will be expedited and arrive more ckly. Electronic filing is optional and not required by law. If you do not nt to file your DMV forms electronically, you will receive your documents l plates in DMV's standard processing time.

CEPTS X _____ (INITIAL) DECLINES X _____ (INITIAL)

USED CAR BUYERS GUIDE

Buyers Guide has been posted on the window of each used vehicle. The rmation on the Buyers Guide for this Vehicle is part of and overrides any trary provisions in this Agreement. *[La informacion que aparece en la tarjila de este vehiculo forma parte de este contrato. La informacion tenido en el formulario de la ventanilla anula cualquier provision que ablezca lo contrario y que aparezca en el contrato de venta.]*

chaser acknowledges receipt of Buyers Guide.

RCHASER X _____

ITEMIZATION OF PURCHASE

Cash Price of Unit	$	74610.00
1. Total Cash Sale Price	$	74610.00
2. Other Charges		
A. License/Registration Fee	$	282.50
B. Title Fee	$	165.00
C. DEQ Certification Fee	$	375.00
D. Electronic Filing Fee	$	NR
E. Title & Registration Processing Fee	$	115.00
F. Service Contract Fee	$	NR
G. [illegible]	$	750.00
H. [illegible]	$	284.67
Total Other Charges (Add 2A through 2H)	$	1959.17
3. Downpayment:		
A. Cash Downpayment	$	1300.00
B. One deferred downpayment (pickup pymt due NR)	$	NR
C. Trade In: Value $ NR		
Less Owing $ _____ Net $		NR
Total Down (A + B + C)	$	1300.00
4. Unpaid balance of cash sale price (1 + 2 minus 3)	$	75269.17
To be paid		

$800 CASH
$500 BANK
#1800

TRADE-IN ALLOWANCE AND PAYOFF BALANCE

Purchaser agrees to deliver to Dealer the title(s) to the Trade-in and warrants that Purchaser holds title to the Trade-in free and clear of all liens and encumbrances except as noted below. Purchaser agrees to pay any lost title replacement fees. Subject to the terms set forth on the back of this Agreement, the Trade-in allowance shown on line 3C above is the amount Dealer agrees to credit to Purchaser's account, providing Purchaser accepts delivery of the Vehicle and completes the transaction in accordance with this Agreement. If the value of the Trade-in exceeds the amount owing on the Trade-in, the excess shall be included in Purchaser's down payment. If the payoff balance (amount owing) exceeds the amount shown on line 3C above, Purchaser shall pay the deficiency in cash on demand.

PAYOFF OWED TO _____

CHASER HAS READ ALL THE PROVISIONS PRINTED ON THE FRONT SIDE AND BACK SIDE OF THIS PAGE AND AGREES THAT THEY FORM A T OF THIS CONTRACT.

CHASER SIGNATURE X [redacted]

CO-PURCHASER SIGNATURE [redacted]

ER _____

rchaser agrees to obtain physical damage and liability insurance on the Vehicle. Delivery of the hicle to Purchaser is subject to credit approved by a financial institution of Dealer's choice (Lender). Purchaser's credit is not approved by Lender, Purchaser will immediately return the Vehicle to Dealer. E FRONT AND BACK OF THIS AGREEMENT COMPRISE THE ENTIRE AGREEMENT RTAINING TO THIS TRANSACTION AND IT MAY ONLY BE AMENDED BY A WRITING SIGNED ALL OF THE PARTIES.

ight OADA Services, Inc. 2007. All Rights Reserved.
makes no warranty, express or implied, as to content or fitness for purpose of this form. Consult your own legal counsel.

Dealer Number	Contract Number	Date

Buyer Name and Address (Include County and Zip Code)	Co-Buyer Name and Address (Include County and Zip Code)	Creditor-Seller - Name and Address

By signing this contract, I am buying the Property described below from you, the Creditor/Seller indicated above, and I agree to the terms stated on the front and back of this con including those stated in the Federal Truth-In-Lending Disclosures.

If the Property is a used vehicle: **The information I see on the window form for this vehicle is part of this contract. Information on the window form overrides any con provisions in the contract of sale.** ***[La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La informacion contenida en el formulario ventinalla anula cualquier prevision que establezca lo contrario y que aparezca en el contrato de venta.]***

Model Yr.	Make & Model	Body Type	Color	Odometer	Vehicle Identification No.	St. & Lic. No.	New/Used	No. C
							NEW	

Use for which purchased: ☐ Personal ☐ Commercial ☐ Agricultural

Insurance and Protection. If any insurance or protection is checked below, the policies or certificates issued by the Companies named will describe the terms and condition

Optional Insurance. Credit life insurance, credit disability insurance and other optional insurance are not required to obtain credit and will not be provided unless I sign for them and ag to pay the additional cost. If I have chosen this insurance, the cost is shown in 4a of the Itemization below. Credit life insurance is based upon the payment schedule and the term of contract. This insurance may not pay all I owe on this contract if I make late payments. Disability insurance covers the original payment amount for the term of this contract. If I make payments, disability insurance will not pay all of my payments. The amount and coverages are shown in a notice or agreement given on this date.

☐ Credit Life (Buyer ☐ Co-Buyer ☐ Both ☐) Term ____ Premium $ NA Insurer NA Insured NA

☐ Credit Disability, Accident and Health (Buyer only) Term ____ Premium $ NA Insurer NA Insured NA

☐ (Type of Other Insurance) _____ Term ____ Premium $ ____ Insurer _____ Insured NA

I want the insurance coverage(s) checked above, and I know that it is not required to obtain credit:

_____
Buyer Signature Date

_____
Co-Buyer Signature Date

Optional Gap Contract. A gap contract (debt cancellation contract) is required to obtain credit and will not be provided unless you sign below agree to pay the extra charge. If you choose to buy a gap contract, the char shown in Item 4e of the Itemization of Amount Financed. See your gap cor for details on the terms and conditions it provides. It is a part of this contra

Term _____ Mos. XTC

EXPRESS GAP
Name of Gap Contract

I want to buy [redacted]
Buyer Signs

Required Physical Damage Insurance. Physical damage insurance is required, but I may obtain it from anyone I choose. If purchased through you from the Insurance Company named below, the cost of this insurance, for the term shown immediately below, is shown in 4b of the Itemization below.

Insurance Company NA Term: NA months

☐ $ NA Deductible Collision and either:

☐ Full Comprehensive including Fire, Theft and Combined Additional Coverage

☐ $ NA Deductible Comprehensive including Fire, Theft and Combined Additional Coverage

☐ Fire, Theft and Combined Additional Coverage

Optional Service Contract. The cost of this contract is shown in 4c Itemization below.

Company NA
Term: NA $ NA Deducti

Optional Mechanical Breakdown Protection. The cost of this prot is shown in 4d of the Itemization of Amount Financed.

Company NA
Term: NA $ NA Deduct

Unless a charge for Liability Insurance is included in the itemization of amount financed, any insurance referred to in this contract does not include coverage for personal liability, bodily injury and property damage caused to others.

ITEMIZATION OF AMOUNT FINANCED

1. Cash Sale Price (including any accessories)		$ 4610.00
2. Downpayment: (If 2d is negative, enter 0 at 2d and enter the negative amount in line 4k below)		
a. Cash Downpayment		$ 1300.00
b. Manufacturer's Rebate (if applicable)		$ NA
c. Deferred Downpayment (Pickup Pymt), due NA , on which there's no finance charge, of		$ NA
d. Trade-in: Value $ NA Less owing $ NA Net $ NA		$ NA
Description of Trade-in: NA Lien Payoff To: NA		
Total Downpayment (a+b+c+d) (also put this figure on the Downpayment line in the Total Sale Price box below) (Do not include 2d if negative)	$	1300.00
3. Unpaid Balance of Cash Sale Price (1-2)	$	75310.00
4. Charges other than Finance Charge, including Amounts Paid to Others on My Behalf: (* Seller may be retaining a portion of this amount)		
a. Cost of Optional Insurance for the Term of this Contract paid to the Insurance Company(ies) named above.* Credit Life $ NA Credit Disability, Accident and Health $ NA Other $ NA	$	NA
b. Cost of required Physical Damage Insurance paid to the Insurance Company named above (covers damage to the vehicle) *	$	NA
c. Cost of Optional Service Contract paid to the Company named above (covers certain repairs) *	$	NA
d. Cost of Optional Mechanical Breakdown Protection paid to the Company named above (covers certain repairs) *	$	NA
e. Cost of Optional Gap Contract*	$	795.00
f. License / Registration Fees paid to government agencies	$	391.50
g. Title Fees paid to government agencies	$	NA
h. DEQ Certification fee paid to government agencies	$	NA
i. Title & Registration Processing Fee paid to Seller $ 15.00 , Optional Electronic Filing Fee paid to Seller $ NA	$	115.00
j. Sales Tax / Excise Tax paid to government agencies	$	373.05
k. Other Charges (Seller must identify who will receive payment and describe purpose - include negative trade equity here)* to NA for NA	$	NA

EXHIBIT B
PAGE 1 OF 3

to [redacted]	for NA	$ NA	
to NA	for ESTIMATE PR. FLG. TAX	$ 284.62	
to [redacted]	for NA	$ NA	
to NA			$ 1959.17 (4)

Amount Financed (also entered in the Amount Financed box below) $ (5)

FEDERAL TRUTH-IN-LENDING DISCLOSURES

[redacted] yearly rate	[redacted] total will cost me	**Amount Financed** The amount of credit provided to me or on my behalf.	**Total of Payments** The amount I will have paid after I have made all payments as scheduled.	**Total Sale Price** The total cost of my purchase on credit, including my down payment of $ [redacted] is
[redacted]	[redacted]	$ 75269.47	$ 87276.00	$ 88576.00

My Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
NA	NA	Due On NA
84	1039.00	Monthly Beginning 2/09/2021
NA	NA	Due On NA
NA	NA	NA

Security. I am giving a security interest in the goods or property being purchased.

Late Charge. For each payment that is not paid within 10 days after its scheduled payment date, I will pay a late charge of 5% of the delinquent installment.

Prepayment. If I pay early, I will not have to pay a penalty.

See other contract provisions for any additional information about nonpayment, default and any required repayment in full before the scheduled date.

Payments and Finance Charge Calculation. I will pay you the Total of Payments according to "My Payment Schedule" shown above. Any payment listed on the first line of the schedule is a deferred downpayment which does not bear a Finance Charge. The payments listed on the second line of the schedule are equal consecutive monthly payments which are due on the same day of each month, beginning on the date shown. However, the amount of the last payment will be adjusted to include a Finance Charge figured on the Principal Balance I owed, for the time I owed it. I will pay a Finance Charge on the Principal Balance outstanding each day at the Annual Percentage Rate. The Total of Payments and Finance Charge shown above assume I will pay exactly as agreed. If I pay late or less than the required payment, the Finance Charge is increased. If I pay early or more than the required payment, the Finance Charge is decreased. Changes may take the form of a larger or smaller final payment or, at your option, more or fewer payments of scheduled payments with a smaller final payment. My payments will be applied to earned and unpaid finance charges, principal, and other amounts I owe in any order you choose.

CONSUMER PAPER

NOTICE: The Creditor/Seller intends to sell this contract to (name and mailing address): FIFTH THIRD BANK, N.A. [redacted], which if it buys the contract, will [redacted] of the contract. All questions concerning either terms of the contract or payments should be directed to the Buyer.

The Amount Financed includes [redacted] Seller the Seller has assigned this contract and retains Seller's right to receive part of the finance charge.

[redacted] The sale of the vehicle to you is subject to a third party lender's agreement to purchase this Retail Installment Contract (Contract) on the exact terms negotiated by the Dealer and the buyer. You agree to provide Dealer with all credit and income information reasonably requested by any third party lender. In the event that a third party lender declines to purchase the Contract, Dealer reserves the right to cancel this Contract, in-house, to declare the purchase null and void. The Dealer has 14 days from the date the buyer takes possession of the vehicle to sell this Contract and receive final approval of funding by a third party lender or to notify the buyer that the dealer will carry the Contract in-house.

Until purchase of this Contract and final approval of funding by a third party lender or notice that Dealer will carry this Contract in-house, you have no right, title and interest in the vehicle. [redacted] If Dealer declares the purchase null and void, you shall either (a) immediately tender in cash or cash equivalent the purchase price of the vehicle, or (b) immediately return the vehicle to the Dealer. In the event you return the vehicle to the Dealer, Dealer shall return the trade-in vehicle, if any, and Dealer shall also refund all deposits and/or downpayments made by you to Dealer. You are responsible for the fair market value from damage to and excessive wear and tear on the vehicle or loss of the vehicle that occurs between the date the buyer takes possession of the vehicle and the date the buyer returns the vehicle to Dealer's custody. You shall be charged a reasonable per mile cost for the use of the motor vehicle. The fair market value of repairs or the lost vehicle may be set off by the Dealer against any deposit refund due to you. In the event that you fail or refuse to return the vehicle upon the Dealer's demand, Dealer shall have the rights of a secured creditor under **ORS Chapter 79**, including the right to self-help repossession. **You acknowledge that Dealer has relied upon the representations made by you in your credit application in allowing you to take possession of the vehicle and in selling the vehicle to you. IF A THIRD PARTY LENDER OFFERS TO FINANCE THE VEHICLE ON TERMS OR CONDITIONS WHICH ARE DIFFERENT FROM THE TERMS AND CONDITIONS OF THIS CONTRACT, YOU MAY RESCIND THE TRANSACTION AND SHALL NOT BE REQUIRED TO SIGN A NEW CONTRACT UNLESS YOU ELECT TO PROCEED WITH THE SALE.**

NOTICE TO THE BUYER

Do not sign this contract before you read it or if it contains any blank space, except that (1) If delivery of the motor vehicle or mobile home is to be made to you after this contract is signed, the serial number or other identifying information and the due date of the first installment may be filled in at the time of delivery; and (2) If the name of the financing agency is not known at the time the contract is executed, the name of the financing agency may be inserted in the contract on or about the date the name of the financing agency is known.
You're entitled to a copy of this contract. You have the right to pay in advance the full amount due and if you do so you may save a portion of the finance charge.

Consent to receive autodialed and/or pre-recorded telemarketing calls or text messages from or on behalf of _____.

( ) _____. I understand that consent is not a condition of purchase. Signature: _____

Returned Check Charge. I agree to pay a charge of $35.00 if any check or electronic payment is returned unpaid.

The Undersigned acknowledges receipt of a completed copy of this contract and agrees to its terms, including those stated on the back of this contract.

[redacted] **RETAIL INSTALLMENT CONTRACT**

Buyer Signs _____ Co-Buyer Signs _____

Other Owners - An Other Owner is a person whose name is on the title to the vehicle but does not have to pay the debt evidenced by this contract. The Other Owner hereby grants a security interest in the "Property" (as defined in this contract) to Creditor to secure payment of all amounts owed under this contract, and agrees to all the terms stated on the front and back of this contract, except that the Other Owner will not be personally liable for amounts owed to Creditor under this contract.

Other Owner signs here _____ Address _____

Creditor Signs MOEVS FOR SALES, INC. By _____ Title _____

ODA Form 300.9 (01/20) Simple Interest - OREGON ©Copyright OADA Services, Inc. (2008) All Rights Reserved
The printer makes no warranty, express or implied, as to content or fitness for purpose of this form. Consult your own legal counsel.

TRUTH-IN-LENDING COPY 1. GIVE TO BUYER PRIOR TO SIGNING. **DUPLICATE TO BUYER**

EA23-002 000302 LC

eXtreme

GAP PROGRAM

150EGP 341182

GAP ADDENDUM

The **Addendum** is between the **Customer/Borrower** (You or Your) and the **Dealer/Creditor** (We, Us, or Our) or the **Financing Contract's** assignee.

Customer/Borrower		Address	
[redacted]		[redacted]	
City	**State**	**Zip**	**Customer Phone #**
BROOKINGS	OR	[redacted]	[redacted]

Dealer/Creditor	Dealer / Account #	Financial Institution / Lender
~~MOCKS FORD SALES, INC.~~		~~FIFTH THIRD BANK, N.A.~~
Address		**Address**
913 SE 6TH STREET		P.O. BOX 997548
City / **State** / **Zip**		**City** / **State** / **Zip**
~~GRANTS PASS~~ / ~~OR~~ / ~~97526~~		~~SACRAMENTO~~ / ~~CA~~ / ~~95899~~

Year	Make	Model	Charge for Addendum	APR %	Term of Addendum
2021	LINCOLN	AVIATOR RESERVE	795.00	4.24000	84

VIN		MSRP / NADA	Amount Financed	Financing Contract Inception Date
[redacted]	X New / ___ Used	~~74610.00~~	~~75269.17~~	~~10/25/2021~~

PROGRAM LIMITS

Maximum AFVR:	Maximum Term:	Maximum Limit of Coverage:	Maximum Amount Financed Limit:	Finance Instrument
150% MSRP/NADA	96 Months	$50,000	$125,000	Loan Installment Sales Contract Leas

☐ **Commercial $50 Surcharge (Includes all vehicles other than those defined and excluded on reverse and increases the GVW to 25,000 in the Commercial Vehicle Definition.**

This **Addendum** amends the **Financing Contract**. In the event of a **Constructive Total Loss** of the Collateral, we hereby agree to waive our rights against you for the amount du under a **Qualifying Loss**. You will remain responsible for any past due amounts, payment extensions, or any items listed in EXCLUSIONS. This **Addendum** will follow the **Financin Contract** with no subrogation rights against the **Customer/Borrower**, if the **Financing Contract** is sold or assigned by us.

Although not required to do so, you elect to purchase this **Addendum** for an additional charge which is shown above. You may as an alternative to purchasing this **Addendum**, be abl to purchase a similar product from a company of your choice. **This GAP Program is not insurance, does not take the place of insurance on the Collateral** and does not affor collision, comprehensive, or any other form of automobile insurance coverage. You are responsible for all communications with your Primary Carrier including notice and claims. If yc purchase this **Addendum** from us, you understand that **Dealer/Creditor** may retain all or a portion of the charge paid by you.

ENROLLMENT IS AVAILABLE ONLY AT THE TIME THE **FINANCING CONTRACT** IS ORIGINALLY EXECUTED. BY YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE AN AGREE THAT YOUR ACCEPTANCE OF THIS **ADDENDUM** IS VOLUNTARY AND IS NOT REQUIRED IN ORDER FOR YOU TO OBTAIN CREDIT, DOES NOT IMPACT THE CREDI TERMS, AND HAS NO EFFECT ON THE TERMS OF THE RELATED SALE OF THE **COLLATERAL**.

The coverage under this **Addendum** may decrease over the term of your **Financing Contract**. You should carefully read the front and back of this **Addendum** for additional informatic on conditions, limitations and exclusions that could prevent you from receiving the amount due under a **Qualifying Loss** attributed to a **Constructive Total Loss**.

YOUR RIGHT TO CANCEL: You have the unconditional right to cancel this optional **Addendum** for a refund/credit of the unearned portion of th charge for this **Addendum** at any time. If the Addendum is terminated or cancelled by You within 30 days of the **Addendum** purchase, you w receive a full refund/credit of the **Addendum** cost, provided no **Constructive Total Loss** has occurred. After 30 days, you will receive refund/credit of the **Addendum** cost calculated by the Pro Rata refund method, or by the refund method as may be required by state or federal law less a $50.00 cancellation fee, where such cancellation fee is permitted by law. To cancel this **Addendum** and request a refund/credit, you mus contact the **Dealer/Creditor**, in writing, at the address shown above. If the refund/credit is not received within 60 days of notice of cancellatior contact the Administrator shown below. In the event of a cancellation, the **Financial Institution/ Lender** will be named as payee on all refunds an sole payee on a repossession refund.

This **Addendum** has no coverage to any **Collateral** where: a) the amount financed is greater than the Maximum Amount Financed Limit; and/or b) the **Financing Contract** term exceec the Maximum Term stated above.

By your signature below, you acknowledge you have read and understand this **Addendum** and its CONDITIONS and no other verbal representations have been made to you that diff from these written provisions and that this Addendum is not an insurance policy or part of an insurance policy. You authorize release of financing contract or any other informatic required for processing this addendum or processing of a loss.

[redacted] 10/25/2021
Customer/Borrower Signature — Date

[redacted] 10/25/202
Dealer/Creditor — Date

Co-Customer/Borrower Signature — Date

FIN MGR.
Title

QUALIFYING LOSS PROCEDURES: In the event of a **Constructive Total Loss**, you must notify and provide the documents listed below to th Administrator within 180 days from the **Settlement Date** or no amount will be waived for any **Qualifying Loss**. In the event there is no **Primar Insurance**, the Customer/Borrower has 180 days from the **Date of Loss** to report a **Qualifying Loss**. A **Qualifying Loss** will cause this **Addendum** terminate and be fully earned and not subject to any cancellation refund. **The GAP Addendum may not cancel or waive the entire amount owing a the time of loss.** Please submit: 1) a copy of the **Financing Contract** and a copy of this signed **Addendum**, 2) a copy of the **Financing Contrac** history and pay-off as of the **Date of Loss**, 3) a legible copy of the police report, which must include confirmation of the **Collateral** shown on th **Addendum**. If a police report is not available, and the cause of loss to **Collateral** was NOT due to theft or fire, a signed and notarized brief descriptic of the loss (including confirmation of the **Collateral**) will be acceptable, 4) a copy of the settlement check. **Collateral** valuation report and total los breakdown, color photos, repair estimate and complete total loss package from **Primary Carrier** and Declarations Page issued by the **Primary Carrier** (provided **Primary Carrier** coverage is in effect on the **Date of Loss**), 5) a copy of the Bill of Sale (aka Buyer's Order, Purchase Agreement, etc.) as we as the manufacturer's invoice or window sticker (if the vehicle was purchased new). If the vehicle was purchased used, a copy of the bookout sheet, t verification of any other refundable amounts, 7) any additional or reasonable documentation requested by the Administrator. The Administrator will nc be able to obtain this information for you.

[redacted]

owner.lincoln.com lincolncanada.com

July 2020 / Second Printing / Litho in U.S.A.

[redacted]

FSC MIX Paper FSC® C102270

EXHIBIT
PAGE 1 OF 2

THE LINCOLN MOTOR COMPANY

2021 Model Year Warranty Guide

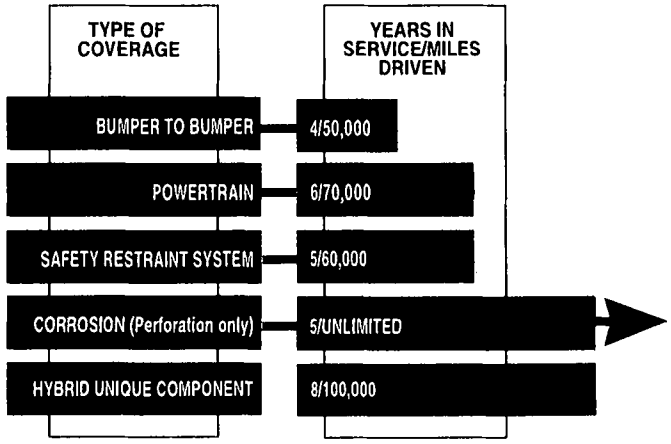
QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty



The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for four years - unless you drive more than 50,000 miles before four years elapse. In that case, your coverage ends at 50,000 miles.

For more details on coverage, see:

➡ **What is Covered?** (pages 10-12)

➡ **What is Not Covered?** (pages 15-18)

MOCKS
Ford - Lincoln
913 S.E. 6th St * P.O. Box 68
Grants Pass, OR 97526
(541) 476-6656 Quick Lane (541) 474-6554

Ford
LINCOLN
Quick Lane TIRE & AUTO CENTER

[redacted]
BROOKINGS, OR [redacted]
[redacted]

VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
[redacted]	4181	4217	02/23/22 16:49	03/10/22	[redacted]

VEHICLE DESCRIPTION	TAG NO.	STATUS
2021 LINCOLN AVIATOR RE (PRISTINE W)	[redacted]	PARTIAL-COMPLETE-W

CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
[redacted]				10/25/21	10/25/21	24	No Charge

HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	RO COMMENT
		[redacted]	A2105	DOUG ESTES (322)	

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A	31		A75		Warranty	

Concern: TOW IN; C/S CAR STARTED TO RUN POORLEY,VIBRATED AND THEN PULLED OVER; WILL NOT CRANK OR START.CHECK AND DVISE.

Correction: Verified starter engaging but engine would not crank. Inspected engine oil level and coolant level, ok. Hooked up FDRS and retrieved all CMDTC's, No overheat/CHT codes recieved. Engine appears to be siezed. Will need to be brought into the shop for verification.

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
B +	32		A84		Warranty	

Concern: CHECK FOR POSSIBLE SEIZED ENGINE.

Correction: A84 PERFORMED DIAGNOSTIC ON POSSIBLE SEIZED ENGINE. CHECKED FOR ANY TSB'S OR SSM'S AND DID NOT FIND ANY, SCANNED VEHICLE FOR CODES AND FOUND DIAGNOSTIC CODES IN THE PCM AND FOUND, P113, P05A7, P061A, P06E9, P07E4, P2282, P27B2. ATTEMPTED TO CRANK ENGINE BY HAND AND WAS UNABLE TO CRANK ENGINE BY HAND. CONTACTED COST CAP AND NO PRIOR APPROVAL IS NEEDED, REPLACE THE ASSEMBLY.
A84 UNABLE TO REMOVE TRANSMISSION PER STEP 57 IN THE ENGINE REMOVAL SECTION DUE TO THE ENGINE BEING SIEZED. A84 HAS TO REMOVE ENGINE AND TRANSMISSION ASSEMBY AS A UNIT.
A84 PERFORMED LONG BLOCK REPLACEMENT, FOLLOWED ALL TASKS AND PROCEDURES LAYED OUT BY THE WSM, FOLLOWED ALL HYPERLINKS IN THE REMOVAL AND INSTALLATION OF THE WSM. REPLACED ALL ONE TIME USE PARTS. REPLACED STARTER DUE TO THE ENINE BEING SEIZED, REPLACED THE INTAKE MANIFOLD DUE TO METAL IN THE INTAKEMANIFOLD, REPLACED THE TORQUE CONVERTER SEAL DUE TO HAVING TO SEPERATE THE ENGINE AND TRANDMISSION WITH THE TORQUE CONVERTER MOUNTED TO THE ENGINE. TORQUE ALL FASTENERS TO SPECIFICATIONS. PERFORMED POST REPAIR TEST DRIVE AND POST REPAIR VEHICLE INSPECTION.

Part Number	Description	Qty.
L1MZ 6006 A	SERVICE ENGINE	1
	CLEAN CORE	1
	DIRTY CORE	-1

EXHIBIT D
PAGE 1 OF 4

EA23-002 000306 LC

	VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
[redacted]	[redacted]	4181	4217	02/23/22 16:49	03/10/22	[redacted]
BROOKINGS, OR [redacted]	VEHICLE DESCRIPTION				TAG NO.	STATUS
[redacted]	2021 LINCOLN AVIATOR RE (PRISTINE W)				[redacted]	PARTIAL-COMPLETE-V

CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
[redacted]				10/25/21	10/25/21	24	No Charge

HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	RO COMMENT
		[redacted]	A2105	DOUG ESTES (322)	

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount

B + Continued

Part Number	Description	Qty.
DL3Z 19B596 B	KIT	1
DS7Z 19B596 A	KIT	1
HL3Z 19B596 A	KIT	1
W719413 S439	BOLT AND WASHE	4
W716979 S439	BOLT	4
W719503 S439	BOLT	4
W719511 S439	BOLT	4
W715131 S442	BOLT	2
W712961 S439	BOLT	1
W716375 S900	BOLT	8
W719431 S439	BOLT	4
W716117 S437	BOLT	2
W721083 S439	BOLT AND WASHE	4
L1MZ 4421 A	BOOT	1
BB5Z 4B422 A	CIRCLIP - INNE	2
L1MZ 3B478 A	CLAMP - BOOT	1
JT4Z 6C683 A	FILTER ASY	2
L1MZ 6L612 B	GASKET	3
L1MZ 9448 A	GASKET	2
FT4Z 6N652 D	GASKET	2
FL 2062 A	KIT - ELEMENT	1
W719699 S442	NUT - FLANGED	6
W717521 S440	NUT - HEX.	2
W719506 S440	NUT	4
LB5Z 3B477 A	RETAINER - NUT	2
W711310 S440	NUT	4
L1MZ 3B498 E	CIRCLIP - INNE	1
L1MZ 3B498 F	CIRCLIP - INNE	1
W720050 S440	NUT	4
W715618 S437	NUT	6
W520214 S440	NUT	1
L1MZ 00815 A	"O" RING	1

	VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
[redacted]	[redacted]	4181	4217	02/23/22 16:49	03/10/22	[redacted]
BROOKINGS, OR [redacted]	VEHICLE DESCRIPTION			TAG NO.	STATUS	
[redacted]	2021 LINCOLN AVIATOR RE (PRISTINE W)			[redacted]	PARTIAL-COMPLETE-W	

CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
[redacted]				10/25/21	10/25/21	24	No Charge

HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	RO COMMENT
		[redacted]	A2105	DOUG ESTES (322)	

Line **Op-Code** **Fail Code** **Tech** **Hours** **Type** **Amount**

B + Continued

Part Number	Description	Qty.
FT4Z 6N652 B	GASKET	4
FT4Z 6N652 G	GASKET	1
JT4Z 6N652 A	GASKET	2
JT4Z 6N652 B	GASKET	2
FT4Z 6N652 E	GASKET	1
FT4Z 6N652 F	GASKET	2
CN1Z 7H424 B	SEAL	1
W716383 S437	STUD	7
L1MZ 9F598 C	SEALING RING	1
W714870 S430	NUT	4
FT4Z 9424 E	MANIFOLD ASY -	1
LP5Z 7A248 A	SEAL ASY - OIL	1
L1MZ 11002 B	STARTER MOTOR	1
	CLEAN CORE	1
	DIRTY CORE	-1
L1MZ 9F598 A	SEALING RING	1
VC 13DL G	ANTI-FREEZE	1
XO 5W30 Q1SP	MOTORCRAFT SAE	6
L1MZ 6758 G	TUBE ASY	1
XT 12 QULV	OIL - AUTOMATI	1

C + 01 A84 Warranty

Concern REPLACE BATTERY DUE TO TESTING BAD DURING REPAIRS.
Correction A84 PERFORMED BATTERY REPLACEMENT DUE TO BATTERY TESTER SAYING TO REPLACE AFTER CHARGE. ACES CODE: HGBCO

Part Number	Description	Qty.
BAGM 49H8	BATTERY	1
	CLEAN CORE	1
	DIRTY CORE	-1

D + Q5010 A05 Warranty

Concern 4 WHEEL ALIGNMENT
Correction PERFORMED 4 WHEEL ALIGNMENT.

Warranty Claim Type: F Authorization Code: Service Cont No:

[redacted]	VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
	[redacted]	4181	4217	02/23/22 16:49	03/10/22	[redacted]
BROOKINGS, OR [redacted]	VEHICLE DESCRIPTION			TAG NO.	STATUS	
	2021 LINCOLN AVIATOR RE (PRISTINE W)			[redacted]	PARTIAL-COMPLETE-W	

CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
[redacted]				10/25/21	10/25/21	24	No Charge

HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	RO COMMENT
		[redacted]	A2105	DOUG ESTES (322)	

Customer Totals

Charge Description	Amount
Total Amount Due	$0.00

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.

X _____

CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon 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 notifi- cation at the servicing dealer for inspection by manufacturer's representative.

X _____

(SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON

(DATE)

[redacted]

Ford
LINCOLN

MOCKS

Ford - Lincoln
913 S.E. 6th St * P.O. Box 68
Grants Pass, OR 97526
(541) 476-6656 Quick Lane (541) 474-6664

Quick Lane

	VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
[redacted]	[redacted]	4380	4380	03/16/22 08:45	04/22/22	[redacted]
BROOKINGS, OR [redacted]	VEHICLE DESCRIPTION			TAG NO.	STATUS	
[redacted]	2021 LINCOLN AVIATOR RE (PRISTINE W)			[redacted]	PARTIAL-COMPLETE-W	

CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
[redacted]				10/25/21	10/25/21	24	No Charge

HOME PHONE	WORK PHONE	CELLPHONE	STOCK NO.	SERV. ADV.	RO COMMENT
[redacted]		[redacted]	A2105	DOUG ESTES (322)	

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount
A	32		A84		Warranty	

Concern C/S THE CHECK ENGINE LIGHT CAME ON AND HEARING A LOUD TAPPING NOISE FROM THE ENGINE. CHECK AND ADVISE.

Correction A84 PERFORMED INSPECTION ON VEHICLE AND VERIFIED NOISE, REMOVED 2 COILS AND SPARK PLUGS INSERTING A BOROSCOPE IN THE COMBUSTION CHAMBER AND FOUND BB'S ON TOP OF THE PISTON, CONTACTED HOTLINE CONTACT ID: 118739464.
A84 PERFORMED LONG BLOCK ENGINE REPLACEMENT, FOLLOWED ALL TASKS, PROCEDURES AND HYPERLINKS LAYED OUT IN ORDER BY THE WSM TORQUED ALL FASTENERS TO SPECS AND REPLACED ALL ONE TIME USE PARTS.

Part Number	Description	Qty.
L1MZ 6006 A	SERVICE ENGINE	1
	CLEAN CORE	1
	DIRTY CORE	-1
DL3Z 19B596 B	KIT	1
DS7Z 19B596 A	KIT	1
HL3Z 19B596 A	KIT	1
W719413 S439	BOLT AND WASHE	4
W716979 S439	BOLT	4
W719503 S439	BOLT	4
W719511 S439	BOLT	4
W715131 S442	BOLT	2
W712961 S439	BOLT	1
W716375 S900	BOLT	8
W719401 S439	BOLT	4
W716117 S437	BOLT	2
W721083 S439	BOLT AND WASHE	4
L1MZ 4421 A	BOOT	1
BB5Z 4D422 A	CIRCLIP - INNE	2

EXHIBIT E
PAGE 1 OF 3

[redacted]

BROOKINGS, OR [redacted]

VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
[redacted]	4380	4380	03/16/22 08:45	04/22/22	[redacted]

VEHICLE DESCRIPTION	TAG NO.	STATUS
2021 LINCOLN AVIATOR RE (PRISTINE W)	00250	PARTIAL-COMPLETE-W

CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
[redacted]				10/25/21	10/25/21	24	No Charge

HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	RO COMMENT
[redacted]		[redacted]	A2105	DOUG ESTES (322)	

Line	Op Code	Fail Code	Tech	Hours	Type	Amount

A Continued

Part Number	Description	Qty.
L1MZ 3B478 A	CLAMP - BOOT	1
JT4Z 6C683 A	FILTER ASY	2
L1MZ 6L612 B	GASKET	3
L1MZ 9448 A	GASKET	2
FT4Z 6N652 D	GASKET	2
W719699 S442	NUT - FLANGED	6
W717521 S440	NUT - HEX.	2
W719506 S440	NUT	4
LB5Z 3B477 A	RETAINER - NUT	2
W711310 S440	NUT	4
W720050 S440	NUT	4
W715618 S437	NUT	6
W520214 S440	NUT	1
L1MZ 00015 A	"O" RING	1
FT4Z 6N652 B	GASKET	4
FT4Z 6N652 G	GASKET	1
JT4Z 6N652 A	GASKET	2
JT4Z 6N652 B	GASKET	2
FT4Z 6N652 E	GASKET	1
FT4Z 6N652 F	GASKET	2
CN1Z 7H424 B	SEAL	1
W716383 S437	STUD	8
L1MZ 9F598 C	SEALING RING	1
W714870 S430	NUT	4
FT4Z 9424 E	MANIFOLD ASY -	1
L1MZ 9F598 A	SEALING RING	1
L1MZ 6758 G	TUBE ASY	1
VC 13DL C	ANTI-FREEZE	1
XO 5W30 Q1SP	MOTORCRAFT SAE	6
L1MZ 9C623 B	HOSE - AIR	1
L1MZ 3A427 G	SHAFT - FRONT	1
XY 75W140 QL	OIL - REAR AXLE	1

[redacted]

BROOKINGS, OR [redacted]

VEHICLE ID	MILES IN	MILES OUT	DATE/TIME IN	DATE OUT	INVOICE NO.
[redacted]	4380	4380	03/16/22 08:45	04/22/22	[redacted]

VEHICLE DESCRIPTION	TAG NO.	STATUS
2021 LINCOLN AVIATOR RE (PRISTINE W)	[redacted]	PARTIAL-COMPLETE-W

CONTROL NO.	LICENSE PLATE NO.	CUST. LABOR RATE	PROD. DATE	IN-SERV DATE	DELIV. DATE	DELIV. MILES	TERMS
[redacted]				10/25/21	10/25/21	24	No Charge

HOME PHONE	WORK PHONE	CELL PHONE	STOCK NO.	SERV. ADV.	RO COMMENT
[redacted]		[redacted]	A2105	DOUG ESTES (322)	

Line	Op-Code	Fail Code	Tech	Hours	Type	Amount

A Continued

Part Number	Description	Qty.
XT 12 QULV	OIL - AUTOMATI	1

B LOANER — Warranty

Concern SERVICE LOANER
Correction SERVICE LOANER

Sublet Code	Vendor Name	PO# / Description
OSL	#V170	TOW

C 01 — A84 — Warranty

Concern CAVEMAN TOWING; LOANER TO BROOKINGS AND RETURN WITH CUSTOMER CAR.

Warranty Claim Type: F · Authorization Code: · Service Cont No:

Customer Totals

Charge Description	Amount
Total Amount Due	$0.00

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.

X _____
CUSTOMER SIGNATURE

On behalf of servicing dealer, I hereby certify that the information contained hereon 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 notifi- cation at the servicing dealer for inspection by manufacturer's representative.

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

LOVE CONSUMER LAW
CONSUMER PROTECTION · PERSONAL INJURY

John A. (Tony) Love
Attorney At Law
Admitted in Georgia and Florida
Tlove@loveconsumerlaw.com
(404) 855-3600
(404) 301-2300

June 20, 2022

VIA CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Lincoln Motor Company
Attention: Lemon Law Claims Dept.
330 Town Center Drive
Dearborn, MI 48126

Re: [redacted] – *Lemon Law Claim-Georgia*

Dear Lincoln Motor Company:

Please note that I have been retained by [redacted] to assert a lemon law claim concerning the 2021 Lincoln Nautilus (VIN [redacted]) ("Vehicle") sold to them by Angela Krause Lincoln of Alpharetta (Georgia) ("Dealership") on or about July 29, 2021. My clients have had extensive discussions about this matter with the Dealership's employee Mr. Rick Kennedy.

Mr. and Mrs. [redacted] paid in full for the Vehicle at the time of purchase. On or about April 6, 2022, Mr. and Mrs. [redacted] were driving the Vehicle on Sugarloaf Parkway in Duluth, Georgia (metro Atlanta area). While stopped at a traffic light, the Vehicle simply shut down with no warning at all. Fortunately, a Gwinnett County police officer was a few cars behind and called a tow truck. The Vehicle was towed to the Dealership where it has been since that time – over two and a half months later. At the time the Vehicle stopped functioning, it only had approximately 3,792 miles on the odometer.

It is our understanding that the Dealership ordered a new engine for the Vehicle but has been unable to safely repair the Vehicle. The Dealership advised my clients to submit this as a lemon law claim.

Enclosed please find my client's signed Vehicle Repurchase or Replacement Request. This constitutes notice, pursuant to Georgia's Lemon Law, O.C.G.A. 10-1-784(b)(1), that the Dealership has been unable to repair or correct the defects described above (complete engine and systems failure). We do not believe that such substantial defects can be repaired on this brand new vehicle and even if the engine could be replaced, the diminished value would be considerable.

My clients request a new Lincoln Nautilus to replace the Vehicle as well as reimbursement for their towing charge and any other taxes, fees, expenses, attorney's fees and costs related to this matter.

[redacted]

John A. Love

/encl.

cc: Angela Krause Lincoln of Alpharetta (via overnight mail)

VEHICLE REPURCHASE OR REPLACEMENT REQUEST

As detailed below, this constitutes my request as a consumer for a repurchase or a replacement vehicle, pursuant to the Georgia Lemon Law, O.C.G.A. Section 10-1-784(b)(1).

Vehicle Make Lincoln Model Nautilus Year 2021

Vehicle identification number (VI [redacted]

Name/address of selling/leasing dealer Angela Krause Lincoln

1575 Mansell Rd, Alpharetta, GA 30009

Vehicle was: X purchased ____ leased (*check one*) Date of delivery 7/29/21

Odometer reading on delivery date 10 Odometer reading at first repair visit for defect 3792

Date vehicle registered in GA **if** bought/leased in another state _____

****

Date final repair attempt request was received by manufacturer _____

If the manufacturer designated a reasonably accessible repair facility within seven (7) days from the receipt of your final repair attempt request, please list the following:

Date of final repair 6/6/22 and name of the facility where the final repair attempt took place:

Angela Krause Ford / Lincoln

Was the defect corrected on the final repair attempt? _____ Yes X No

AND/OR

Date _____ and odometer reading _____ on 30th day vehicle was out of service for repair

****

I am requesting that you X replace ____ repurchase *(check one)* **the vehicle described above within 20 days from the receipt of this notice. My contact information is:**

Consumer name [redacted] Home phone [redacted]

Street addres[redacted] Cell phone [redacted]

City/State/ZIP Duluth GA [redacted] Work phone _____

Consumer signat[redacted] Today's date 6/16/22

Instructions to consumer: Remember to make a copy for your records and send the original by overnight mail delivery or certified mail, return receipt requested, ***to the manufacturer*** **at the address provided in your owner's manual**. If your vehicle is a motor home, you must send notices to all known manufacturers.

Also, for our records, please send a copy to the Georgia Department of Law, Consumer Protection Unit at the address listed on the first page, or fax it to us at 404-656-3569.

B

CERTIFIED MAIL™

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CONSUMER PROTECTION · PERSONAL INJURY

[redacted]

Nasler
06/20/2022
US POSTAGE $007.33⁰

ZIP 30009
011D1660[illegible]

FORD MOTOR COMPANY

JUL 29 REC'D

OFFICE OF THE GENERAL COUNSEL
Lincoln Motor Company
Attention: Lemon Law Claims Dept.
330 Town Center Drive
Dearborn, MI 48126

JUL 27 2022

48126$2738 C006

EA23-002 000317 LC

LEMBERG LAW

Sergei Lemberg, Esq.
Managing Partner
+1.203.653.2250 x5500
+1.203.653.3424
slemberg@lemberglaw.com

December 29, 2021

FORD M
JAN 18 RECD
OFFICE

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

Make and Model:	2021 Ford Explorer Platinum
VIN #	[redacted]
Record Owner	[redacted]
State of Purchase or Lease	Georgia

Dear Sir or Madam:

Lemberg Law L.L.C. is writing on behalf of the above client with regard to the above vehicle purchased in Georgia State. Please consider this your twenty eight (28) day notice period for making such further repairs, and also your ten (10) day notice prior to filing suit in the event future problems occur and are not resolved to our client's satisfaction. We will seek relief on our client's behalf under Georgia Lemon Law, the Magnuson Moss Warranty Act, breach of warranty statutes and other laws protecting Georgia consumers. Upon receipt of this notice please direct all inquiries regarding the above vehicle to this office, rather than to the client.

Since the purchase date and during the lemon law period, this vehicle has been subject to repair over 30 days due to the engine issue and same defect continues to persist.

The defects in the vehicle meet the requirements of Georgia Lemon Law, in that they substantially impair its use, value, and safety to our client, and constitute a breach of warranty. Because of the incurable problems outlined above, our client revokes acceptance of the vehicle under U.C.C. § 2-608. Our client demands a return of all money paid so far, including the down payment, amount of payments thus far, finance charges, other fees, incidental and consequential damages, costs, and attorney's fees. We have been instructed to seek all legal recourse available under the law.

Please be advised that under U.C.C. § 2-711(3), our client has a security interest in the vehicle until the purchase price is returned, plus expenses in handling and inspecting the vehicle. Until you pay this amount, our client will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, our client demands the return of the purchase price before substitute goods can be acquired.

Our client understands that sometimes the failures of the manufacturer simply cannot be corrected by any dealer. We hope to bring this matter to an end through an amicable settlement. Thank you for your time and consideration in this matter, and I look forward to hearing from you.

Sincerely,

[redacted]

Sergei Lemberg

CERTIFIED MAIL®

LEMBERG LAW
ATTORNEYS AT LAW
43 Danbury Road
Wilton, CT 06897

[redacted]

STER NY 105

$4.150 US POSTAGE FIRST-CLASS 062S0007252689 FROM 06905

$4.150 US POSTAGE FIRST-CLASS 062S0007252689 FROM 06905

JAN 10 2022

Ford Motor Company
Customer Relationship Center
P.O. Box 6248
Dearborn, MI 48126

48121-624848

EA23-002 000320 LC