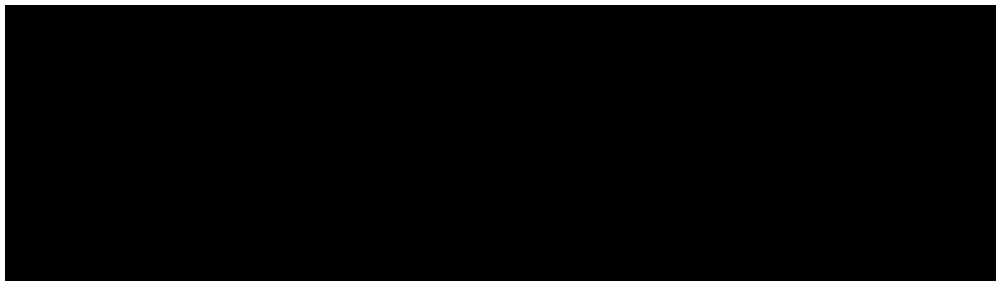


# Lawsuit



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



**Service of Process  
Transmittal**

09/08/2014

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
One American Road, WHQ 421-E6  
Dearborn, MI 48126

**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: 2011 Ford Explorer VIN: 1FMHK8D838GA [REDACTED] / To: Ford Motor Company

**DOCUMENT(S) SERVED:** Letter

**COURT/AGENCY:** None Specified  
Case # None Specified

**NATURE OF ACTION:** Notice of Intent - Threatening Litigation - The 2011 Ford Explorer has been in for repair on numerous occasions and been out of service due to defects for an excessive amount of time

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Bingham Farms, MI

**DATE AND HOUR OF SERVICE:** By Regular Mail on 09/08/2014 postmarked on 09/05/2014

**JURISDICTION SERVED :** Michigan

**APPEARANCE OR ANSWER DUE:** Within 7 days of this letter

**ATTORNEY(S) / SENDER(S):** Steven S. Toth  
Consumer Legal Services, P.C.  
30928 Ford Road  
Garden City, MI 48135  
734-261-4700

**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/08/2014, Expected Purge Date: 09/13/2014  
Image SOP  
Email Notification, Chris Dzbanski cdzbansk@ford.com  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

**SIGNED:** The Corporation Company

**ADDRESS:** 30600 Telegraph Road  
Suite 2345  
Bingham Farms, MI 48025-5720

**TELEPHONE:** 248-646-9033

130 2014-09-08 10:44:05

**CONSUMER LEGAL SERVICES, P.C.**

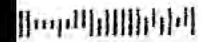
30928 Ford Road  
Garden City, MI 48135

METROPLEX MI 480

05 SEP 2014 PM 7 L



Ford Motor Company  
c/o The Corporation Company  
30600 Telegraph Rd.  
Bingham Farms, MI 48025



RONALD J. BOLZ  
CHRISTOPHER M. LOVASZ  
STEVEN S. TOTH  
CHRISTOPHER A. WINKLER

CONSUMER  
LEGAL  
SERVICES, P.C.

30928 FORD ROAD  
GARDEN CITY, MI 48135  
(734) 261-4700  
FAX (734) 261-4737

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

September 2, 2014

Stanford Brothers, Inc.  
d/b/a Varsity Ford  
c/o Michael Stanford  
3480 Jackson Rd.  
Ann Arbor, MI 48103

Ford Motor Company  
c/o The Corporation Company  
30600 Telegraph Rd.  
Bingham Farms, MI 48025

RE: 2011 Ford Explorer  
VIN: 1FMHK8D83BGA [REDACTED]

To Whom it May Concern:

Please be advised that I represent [REDACTED] regarding the sale of the above-referenced vehicle purchased at Varsity Ford on or about April 21, 2011. [REDACTED] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2011 Ford Explorer, and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[REDACTED] intends to hold Varsity Ford and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle and breach of warranty, including attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 440.2313, M.C.L.A. 440.2314, M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980).

Varsity Ford  
Ford Motor Company  
September 2, 2014  
Page Two

Since the date [REDACTED] took delivery, the 2011 Ford Explorer has been in for repairs on numerous occasions and been out of service due to defects for an excessive amount of time. If you do not contact us in writing within 7 days of this letter and acknowledge your breach of warranties and sale of a nonconforming good, we will bring an action seeking all remedies available under the law.

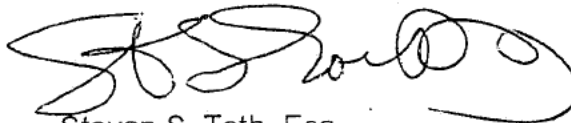
If I do not hear from you within 7 days, I will assume that you refuse to acknowledge your breach of warranty and the nonconforming nature of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for [REDACTED] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize his continued use of the vehicle to minimize his damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with [REDACTED] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

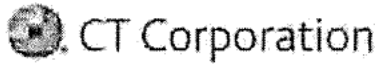
**CONSUMER LEGAL SERVICES, P.C.**



Steven S. Toth, Esq.

SST/klw

cc: [REDACTED]



**Service of Process  
Transmittal**

09/19/2014

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
One American Road, WHQ 421-E6  
Dearborn, MI 48126

**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:** [REDACTED] Pltf. vs. Ford Motor Company, etc. and Stanford Brothers, Inc., etc., DFTS.

**DOCUMENT(S) SERVED:** Summons, Return, Complaint, Exhibit(s)

**COURT/AGENCY:** 3rd Circuit Court, Wayne County, MI  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2011 Ford Explorer, VIN: 1FMHK8D83BG/[REDACTED]

**ON WHOM PROCESS WAS SERVED:** The Corporation Company, Bingham Farms, MI

**DATE AND HOUR OF SERVICE:** By Process Server on 09/19/2014 at 09:59

**JURISDICTION SERVED :** Michigan

**APPEARANCE OR ANSWER DUE:** Within 21 days after receipt

**ATTORNEY(S) / SENDER(S):** Steven S. Toth  
Consumer Legal Services, P.C.  
30928 Ford Road  
Garden City, MI 48135  
734-261-4700

**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/19/2014, Expected Purge Date: 09/24/2014  
Image SOP  
Email Notification, Chris Dzbanski cdzbansk@ford.com  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com

**SIGNED:** The Corporation Company  
**ADDRESS:** 30600 Telegraph Road  
Suite 2345  
Bingham Farms, MI 48025-5720  
**TELEPHONE:** 248-646-9033

09/19/2014 09:59:00 AM

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	SUMMONS AND RETURN OF SERVICE	CASE NO. [REDACTED]
---	----------------------------------	------------------------

2 Woodward Ave., Detroit MI 48226

Court Telephone No. 313-224-2447

THIS CASE IS ASSIGNED TO JUDGE **Brian R. Sullivan** Bar Number: 35154

<b>Plaintiff</b> [REDACTED]	v	<b>Defendant</b> Ford Motor Company
<b>Plaintiff's Attorney</b> Christopher A. Winkler, P-57431 30928 Ford Rd Garden City, MI 48135-1803		<b>Defendant's Attorney</b>

<b>CASE FILING FEE</b> <input checked="" type="checkbox"/> Case Filing Fee - \$150.00	<b>JURY FEE</b> <input checked="" type="checkbox"/> Jury Fee - \$85.00
--	---

<b>ISSUED</b> 9/17/2014	<b>THIS SUMMONS EXPIRES</b> 12/17/2014	<b>DEPUTY COUNTY CLERK</b> File & Serve Tyler
----------------------------	---	--

\*This summons is invalid unless served on or before its expiration date.

CATHY M. GARRETT - WAYNE COUNTY CLERK

**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

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

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

\_\_\_ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.

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

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

The docket number and assigned judge of the civil/domestic relations action are:

Docket No.	Judge	Bar No.

The action  remains  is no longer pending.



I declare that the complaint information above and attached is true to the best of my information, knowledge, and belief.

9-18-14  
Date

[REDACTED SIGNATURE]  
Signature of attorney/plaintiff

**COMPLAINT IS STATED ON ATTACHED PAGES. EXHIBITS ARE ATTACHED IF REQUIRED BY COURT RULE.**

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

STATE OF MICHIGAN THIRD JUDICIAL CIRCUIT WAYNE COUNTY	<b>RETURN OF SERVICE</b>	CASE NO. [REDACTED]
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TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

**CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE**

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

I served personally a copy of the summons and complaint,

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

List all documents served with the Summons and Complaint

on the defendant(s):		
Defendant's name	Complete address(es) of service	Day, date, time

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

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

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

Service fee	Miles traveled	Mileage fee	Total fee	Signature _____
\$	\$	\$	\$	

Name (type or print) \_\_\_\_\_

Title \_\_\_\_\_

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

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

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

**ACKNOWLEDGMENT OF SERVICE**

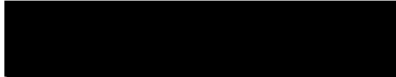
I acknowledge that I have received service of the summons and complaint, together with \_\_\_\_\_ Attachments

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

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

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE



Plaintiff,

v

NZ

FORD MOTOR COMPANY, a Delaware Corporation  
and STANFORD BROTHERS, INC. D/B/A VARSITY FORD,  
a Delaware Corporation, Jointly and Severally,

Defendants.

\_\_\_\_\_  
CONSUMER LEGAL SERVICES, P.C.  
STEVEN S. TOTH P-44487  
CHRISTOPHER A. WINKLER P-57431  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 261-4700  
\_\_\_\_\_

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties, arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred or otherwise disposed of after having been assigned to a judge in this Court.

**COMPLAINT AND JURY DEMAND**

NOW COMES the Plaintiff, by and through Plaintiff's attorneys, CONSUMER LEGAL SERVICES, P.C., who complains against the above named Defendants as follows:

1. Plaintiff is a resident of the City of Brighton, Livingston County, Michigan.

2. Defendant, Ford Motor Company (hereinafter referred to as "Manufacturer"), is a Delaware Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was engaged in the manufacture, sale distribution and/or importing of Ford vehicles and related equipment, with its corporate headquarters in the City of Dearborn, Wayne County, Michigan.

3. Defendant, Stanford Brothers, Inc. d/b/a Varsity Ford (hereinafter referred to as "Seller"), is a Michigan Corporation authorized to do business in the State of Michigan and, at all times relevant hereto, was an authorized agent for the Manufacturer, and was engaged in the business of selling and servicing Manufacturer's cars in the City of Ann Arbor, Washtenaw County, Michigan.

4. On or about April 21, 2011, Plaintiff purchased a new 2011 Ford Explorer, VIN 1FMHK8D83BGA [REDACTED] (hereinafter referred to as "2011 Explorer"), from the Seller which was manufactured by the Manufacturer (see copy of Michigan Vehicle Retail Installment Contract attached as Exhibit A).

5. Along with the purchase of the 2011 Explorer Plaintiff received written warranties and other express and implied warranties including, by way of example and not by way of limitation, warranties from Manufacturer and Seller (a copy of the written warranty is in the possession of the Defendants).

6. Plaintiff has taken the 2011 Explorer to the Manufacturer's authorized agent/dealer, Seller, on at least eight (8) separate occasions (see copy of repair orders attached as Exhibit B). By way of example, and not by way of limitation, the defects with Plaintiff's 2011 Explorer include the following:

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
08/29/11	6,641	408267	<b><u>BRAKE DEFECT:</u></b> Brakes are noisy intermittently; <b><u>DRIVEABILITY DEFECT:</u></b> Intermittent fluttering noise in right front A-pillar; <b><u>ELECTRICAL DEFECT:</u></b> Dual zone climate control inoperable most of the time; sync system operates erratically, rear view camera will not operate currently; after loading pictures, the phone book did not load correctly; tailgate chime will only operate when gate is fully open; <b><u>STRUCTURAL DEFECT:</u></b> Rattle from right front door when closed; rear sill trim will not stay in place; front bumper cover does not fit properly against left fender; <b><u>ALIGNMENT DEFECT:</u></b> Vehicle pulls left; right front door glass hazy by mirror
09/20/11	7,335	130211	<b><u>ELECTRICAL DEFECT:</u></b> Services tab is not working
10/10/11	8,131	411857	<b><u>STRUCTURAL DEFECT:</u></b> Wind noise since securing A-pillar trim passenger side; left front bumper poor fit at fender; film on inside of windows; liftgate only chimes after liftgate all the way up; <b><u>DRIVEABILITY DEFECT:</u></b> Vibrating noise over bumps rear of vehicle; <b><u>BRAKE DEFECT:</u></b> Brakes squeak at times, sometimes it is every stop at slow speeds
02/03/12	12,423	421833	<b><u>ELECTRICAL DEFECT:</u></b> Mytouch locks up at times and voice recognition issues using navigation; <b><u>STRUCTURAL DEFECT:</u></b> Whistle noise from passenger to A-pillar; whistle noise left side dash; <b><u>HVAC DEFECT:</u></b> Poor heat flow mainly driver feet
06/25/12	17,671	434452	<b><u>ELECTRICAL DEFECT:</u></b> Mytouch has blank screen and climate inoperable; cluster blanks out at times; <b><u>HVAC DEFECT:</u></b> Heat at times will be hot on passenger side and cold on drivers side; <b><u>BRAKE DEFECT:</u></b> Brake squeak at times

09/21/12	21,324	157791	<b><u>HVAC DEFECT:</u></b> Heater on passenger and drivers side was blowing cold; <b><u>ELECTRICAL DEFECT:</u></b> Sometimes radio doesn't turn off after exiting vehicle
01/07/13	25,880	165390	<b><u>ELECTRICAL DEFECT:</u></b> Glove box light inoperable; <b><u>TRANSMISSION DEFECT:</u></b> Transmission feels like it is slipping between 10-40 miles per hour
05/03/13	33,146	462016	<b><u>ELECTRICAL DEFECT:</u></b> Sync services cannot find location and does not provide directions; customer cannot answer phone through sync but call will ring through sync; text messages are not read by sync even with phone being updated; when Iphone is connected it will not switch to next song automatically; electronic display goes blank intermittently; after starting vehicle and putting in reverse, rear view camera did not work; <b><u>HVAC DEFECT:</u></b> A/C is not working when car is not moving; <b><u>STRUCTURAL DEFECT:</u></b> Button on steering wheel that controls the trip info fuel economy is sticking; <b><u>ENGINE DEFECT:</u></b> Engine is revving while moving at very low speeds; <b><u>TRANSMISSION DEFECT:</u></b> Transmission is jerky at low to medium speeds

7. This cause of action arises out of Defendants' misrepresentations, various breaches of warranties, violations of statutes and breaches of covenants of good faith and fair dealing as hereinafter alleged.

8. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants, together with equitable relief. In addition, Plaintiff seeks damages from Defendants for incidental, consequential, exemplary and actual damages including interest, costs, and actual attorneys' fees.

**COUNT I**  
**BREACH OF EXPRESS WARRANTY**

9. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 8 as though herein fully restated and realleged.

10. Plaintiff is a "buyer" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

11. Manufacturer and Seller are "sellers" under the Michigan Uniform Commercial Code, MCLA 440.2103; MSA 19.2103.

12. The 2011 Explorer constitutes "goods" under the Michigan Uniform Commercial Code, MCLA 440.2105; MSA 2105.

13. This is a "transaction in goods", to which MCLA 440.2102; MSA 19.2105 is applicable.

14. Plaintiff's purchase of the 2011 Explorer was accompanied by an express warranty, written and otherwise offered by the Manufacturer and Seller. Whereby said warranty was part of the basis of the bargain of the contract, upon which Plaintiff relied, between Plaintiff and Manufacturer/Seller for its sale of the vehicle.

15. In this express warranty, the Manufacturer warranted if any defects were discovered within certain periods of time, the Manufacturer and/or Seller would provide repair of the 2011 Explorer free of charge to Plaintiff under specific terms as stated in the express warranty.

16. In fact, Plaintiff discovered the 2011 Explorer had defects and problems after Plaintiff purchased the vehicle as discussed above.

17. Plaintiff notified Manufacturer and Seller of the aforementioned defects.

18. Plaintiff has provided the Seller and the Manufacturer with sufficient opportunities to repair or replace the 2011 Explorer.

19. Plaintiff has reasonably met all obligations and pre-conditions as provided in the express warranty.

20. The Manufacturer and Seller have failed to adequately repair the 2011 Explorer and/or have not repaired the 2011 Explorer in a timely fashion, and the 2011 Explorer remains in a defective condition.

21. Even though the express warranty provided to Plaintiff limited Plaintiff's remedy to repair and/or adjust defective parts, the 2011 Explorer's defects have rendered the limited warranty ineffective to the extent the limited remedy of repair and/or adjustment of defective parts failed of its essential purpose pursuant to MCLA 440.2719(2); MSA 19.2719(2); and/or the above remedy is not the exclusive remedy under MCLA 440.2719(1)(b); MSA 19.2719(1)(b).

22. The 2011 Explorer continues to contain defects which substantially impair the value of the automobile to the Plaintiff.

23. These defects could not reasonably have been discovered by the Plaintiff prior to Plaintiff's acceptance of the 2011 Explorer.

24. The Manufacturer and Seller induced Plaintiff's acceptance of the 2011 Explorer by agreeing, by means of the express warranty, to remedy, within a reasonable time, those defects which had not been or could not have been discovered prior to acceptance.

25. As a result of its many defects, the Plaintiff has lost faith and confidence in the 2011 Explorer and the Plaintiff cannot reasonably rely upon the vehicle for the ordinary purpose of safe, efficient transportation.

26. If the finder of fact finds revocation and/or rejection was improper, then, in the alternative, Plaintiff alleges that as of the date of revocation, the 2011 Explorer was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear. Therefore, Plaintiff is entitled to damages for breach of warranty calculated by the difference at the time and place of acceptance between the value of the goods accepted and the value they would have had if they had been as warranted.

27. The Manufacturer and Seller have refused Plaintiff's demands and have refused to provide Plaintiff with the remedies to which Plaintiff is entitled pursuant to MCLA 440.2313; MSA 19.2313 and MCLA 440.2711, 440.2714 and 440.2715; MSA 19.2711, 19.2714 and 19.2715.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2011 Explorer;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For incidental, consequential and actual damages;
- E. For costs, interest and attorneys' fees;
- F. To rescind the contract; and
- G. For such other relief this Court deems appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**

28. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 27 as though herein fully restated and realleged.

29. The Manufacturer and Seller are "merchants" with respect to automobiles under the Michigan Uniform Commercial Code, MCLA 440.2104; MSA 19.2104.

30. The 2011 Explorer was subject to implied warranties of merchantability under MCLA 440.2314; MSA 19.2314, running from the Manufacturer and the Seller to the benefit of Plaintiff.

31. The 2011 Explorer was not fit for the ordinary purpose for which such goods are used.

32. The defects and problems hereinbefore described rendered the 2011 Explorer unmerchantable.

33. The Manufacturer and Seller failed to adequately remedy the defects in the 2011 Explorer; and the 2011 Explorer continues to be in an unmerchantable condition at the time of revocation.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked and for damages incurred in revoking acceptance;
- B. For damages occasioned by the breach of the implied warranty;
- C. For a refund of the purchase price paid by Plaintiff for the 2011 Explorer;
- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For consequential, incidental and actual damages;
- F. Costs, interest and attorneys' fees;
- G. To rescind the contract; and
- H. Such other relief this Court deems appropriate.

**COUNT III**  
**VIOLATION OF NEW MOTOR VEHICLE WARRANTIES ACT;**  
**MCL 257.1401 ET SEQ; MSA 9.2705**

34. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 33 as though herein fully restated and realleged.

35. Plaintiff is a "consumer" under the Michigan New Motor Vehicle Warranties Act (hereinafter referred to as "Lemon Law"), MCL 257.1401(a).

36. Manufacturer, is a "manufacturer" under the Lemon Law, MCL 257.1401(d).

37. The 2011 Explorer is a "motor vehicle" under the Lemon Law, MCL 257.1401(f).

38. The 2011 Explorer is a "new motor vehicle" under the Lemon Law, MCL 257.1401(g).

39. The express warranty given by Manufacturer, covering the 2011 Explorer is a "manufacturer's express warranty" under the Lemon Law, MCLA 257.1401(e).

40. The Seller is a "new motor vehicle dealer" under the Lemon Law, MCLA 257.1401(h).

41. Plaintiff's 2011 Explorer has been subject to a reasonable number of repair attempts for the aforementioned defects:

(a) Said motor vehicle has been subject to at least four repair attempts by Defendant Manufacturer, through its new motor vehicle dealers, within 2 years of the date of the first attempt to repair the defect or condition; and/or

(b) Said vehicle was out of service for 30 or more days within the time limit of the Manufacturer's express warranty and within one year from the date of delivery to Plaintiff.

42. After notifying Manufacturer of the aforementioned defects following the third repair attempt and/or 25 days in a repair facility, the Manufacturer was allowed a final repair attempt.

43. Manufacturer's attempted repair was unsuccessful as the 2011 Explorer continues to manifest the aforementioned defects.

44. The aforementioned defects substantially impair the use or value of the 2011 Explorer to the Plaintiff and/or prevent the 2011 Explorer from conforming to the Manufacturer's express warranty.

WHEREFORE, Plaintiff prays for the following relief:

A. Replacement of the 2011 Explorer with a comparable replacement motor vehicle currently in production and acceptable to Plaintiff; or

B. Manufacturer must accept return of the vehicle and refund to Plaintiff the purchase price including options or other modifications installed or made by or for manufacturer, the amount of all charges made by or for Manufacturer, towing charges and rental costs less a reasonable allowance for Plaintiff's use of the vehicle MCL 257.1403. In addition, pursuant to MCL 257.1403(4), the Manufacturer must pay off the balance on the retail installment contract unless consumer accepts a vehicle of comparable value.

C. Pursuant to MCL 257.1407, Plaintiff is entitled to a sum equal to the aggregate amount of costs and expenses, including attorneys' fees based on actual time expended by Plaintiff's attorney in commencement and prosecution of this action.

- D. Incidental and consequential damages;
- E. For prejudgment interest;
- F. To rescind the contract; and
- G. For such other and further relief as may be justified in this action.

**COUNT IV**  
**BREACH OF CONTRACT**

45. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 44 as though herein fully restated and realleged.

46. An express limited warranty accompanied the delivery of the 2011 Explorer to Plaintiff. The limited warranty provided the Defendants would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

47. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2011 Explorer created a contractual relationship between the Manufacturer/Seller and Plaintiff.

48. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

WHEREFORE, Plaintiff prays for judgment against all Defendants:

A. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2011 Explorer;

B. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

- C. For incidental, consequential, exemplary and actual damages;
- D. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- E. For costs and expenses, interest, and attorneys' fees;
- F. To rescind the contract; and
- G. Such other relief this Court deems appropriate.

**COUNT V**  
**VIOLATION OF THE MOTOR VEHICLE SERVICE AND REPAIR ACT**  
**MCLA 257.1301, ET SEQ.**

49. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 48 as though fully restated and realleged.

50. The Seller is a "motor vehicle repair facility" as defined by MCLA 257.1302(g)

51. The Seller is subject to the Motor Vehicle Service And Repair Act, MCLA 257.1301, et seq.

52. The Seller has engaged or attempted to engage in methods, acts, or practices which were unfair or deceptive under said Act and/or the rules in effect during the relevant time period herein pursuant to MCLA 257.1307, 257.1334, 157,1335, 257.1336, and 257.1337; and Michigan Administrative Rules 257.131 through 257.137 including, but not limited to:

a) Failing to reveal material facts, the omission of which tends to mislead or deceive the Plaintiff and which facts could not reasonably be known by Plaintiff;

b) Allowing Plaintiff to sign an acknowledgment, certificate or other writing which affirms acceptance, delivery, compliance with a requirement of law, or other performance, when the Seller, knows or had reason to know that the statement is not true;

c) Failing upon return of the vehicle to the Plaintiff to give a written statement of repairs to the Plaintiff which accurately discloses:

(I) Repairs or services performed, including a detailed identification of all parts that were replaced and a specification as to which are new, used, rebuilt, or reconditioned; and

(II) A certification that authorized repairs were completely proper or a detailed explanation of an inability to complete repairs properly, to be signed by the owner of the facility or by a person designated by the owner to represent the facility and showing the name of the mechanic who performed the diagnosis and the repair;

d) Providing a contract that has gross discrepancies between the oral representations of the facility and the written agreement covering the same transaction;

e) Making an untrue or misleading statement of a material fact;

f) Entering into a contract which attempts to abrogate, disclaim or disallow the legal rights, obligations, or remedies of a customer;

g) Failing to promptly restore to the person entitled thereto any payment when a contract was rescinded or otherwise terminated in accordance with the contract or by law;

h) Failing to perform promised repairs within a reasonable time;

i) Failing to honor an express warranty;

j) Replace a part with one that lacks merchantability or fitness, or represent that parts or components provided or repairs performed are of a particular standard or grade when in fact they are not.

k) Failing to disclose in written language which is clear as to the nature or scope of a warranty all material aspects and intent, including, but not limited to, what is warranted, who will honor the warranty, the duration of the warranty, obligations, if any, of the person to whom the warranty is extended, and exceptions and exclusions from the terms of the written warranty agreement.

53. As a result of the Seller's actions Plaintiff has suffered damages as set forth in the preceding Counts and is also entitled to statutory damages and attorneys' fees as provided in the Motor Vehicle Service and Repair Act, specifically MCLA 257.1336.

WHEREFORE, Plaintiff prays for judgment against Seller or Dealer:

- A. For incidental, consequential, exemplary, statutory and actual damages;
- B. Double damages pursuant to MCL 257.1336;
- C. For costs and expenses, interest, and attorneys' fees pursuant to MCL 257.1336;
- D. To rescind the contract; and
- E. Such other relief this Court deems appropriate.

**COUNT VI**  
**RESCISSION OF CONTRACT**

54. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 53 as though herein fully restated and realleged.

55. An express limited warranty accompanied the delivery of the 2011 Explorer to Plaintiff. The limited warranty provided the Seller would repair or adjust all parts (except tires) found to be defective in factory-supplied materials or workmanship.

56. The limited warranty, given by the Manufacturer and adopted by the Seller when the Seller serviced and repaired the 2011 Explorer created a contractual relationship between the Manufacturer/Seller and Plaintiff.

57. The Manufacturer and Seller have breached the express limited warranty contract in that they have failed to repair or adjust defective parts covered under the limited warranty, have failed to do the same within the limited warranty coverage period, and within a reasonable time.

58. The actions of the Manufacturer and Seller have resulted in a failure of consideration justifying the rescission of the contract.

59. Without a judicial declaration that the contract has been rescinded, Plaintiff will suffer irreparable and substantial harm if the consideration paid by Plaintiff and damages sustained by Plaintiff, together with interest, are not restored.

WHEREFORE, Plaintiff prays for judgment and the following relief against all Defendants:

A. That this Court order a rescission of the purchase and retail installment contract by refunding all monies paid by Plaintiff, terminating the retail installment contract, requiring Defendants to pay off the balance of the contract and ordering Plaintiff to return the 2011 Explorer to the Defendants;

B. Damages incurred by Plaintiff created by Defendants' breach of contract, including all monies paid for the purchase of the 2011 Explorer;

C. For return of an amount equal to Plaintiff's down payment and all payments made by Plaintiff to the Defendants;

D. For incidental, consequential, exemplary and actual damages;

E. For costs and expenses, interest, and attorneys' fees;

F. To rescind the contract; and

G. Such other relief this Court deems appropriate.

**COUNT VII**  
**BREACH OF WRITTEN WARRANTY UNDER**  
**MAGNUSON-MOSS WARRANTY ACT**

60. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 59 as though herein fully restated and realleged.

61. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

62. The Seller is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

63. The Manufacturer is a "supplier" and "warrantor" as defined by the Warranty Act, 15 USC 2301(4) and (5).

64. The 2011 Explorer is a "consumer product" as defined in the Warranty Act, 15 USC 2301(1).

65. The 2011 Explorer was manufactured, sold and purchased after July 4, 1975.

66. The express warranty given by the Manufacturer pertaining to the 2011 Explorer is a "written warranty" as defined in the Warranty Act, 15 USC 2301(6).

67. The Seller is an authorized dealership/agent of the manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

68. The above-described actions (failure to timely repair and/or properly repair the above-mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2011 Explorer;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and damages;
- E. For costs, interest and actual attorneys' fees;
- F. To rescind the contract; and
- G. Such other relief this Court deems appropriate.

**COUNT VIII**  
**REVOCATION OF ACCEPTANCE**

69. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 68 as though herein fully restated and realleged.

70. Plaintiff accepted the 2011 Explorer without discovering the above defects due to the fact Plaintiff was reasonably induced to accept the vehicle by the difficulty of discovery of the above defects.

71. In the alternative, Plaintiff reasonably assumed, and Manufacturer and Seller represented, that all of the aforesaid defects and/or nonconformities would be cured within a reasonable time.

72. After numerous attempts by Defendants to cure, it has become apparent the nonconformities could not be seasonably cured.

73. The nonconformities substantially impaired the value of the 2011 Explorer to the Plaintiff.

74. Plaintiff had previously notified Manufacturer and Seller of the nonconformities and Plaintiff's intent to revoke acceptance pursuant to MCLA 440.2608; MSA 19.2608 and demanded the refund of his purchase price for the 2011 Explorer and out-of-pocket expenses. (See copy of Plaintiff's revocation of acceptance letter attached as Exhibit C).

75. Manufacturer and Seller have nevertheless refused to accept return of the 2011 Explorer and have refused to refund any part of the sum equal to the purchase price and out-of-pocket expenses incurred by Plaintiff.

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2011 Explorer;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. Costs, interest and attorneys' fees;

- F. To rescind the contract; and
- G. Such other relief this Court deems appropriate.

**COUNT IX**  
**BREACH OF IMPLIED WARRANTY UNDER**  
**MAGNUSON-MOSS WARRANTY ACT**

76. Plaintiff incorporates herein by reference each and every allegation contained in Paragraphs 1 through 75 as though herein fully stated and realleged.

77. The above-described actions on the part of the Seller and Manufacturer constitute a breach of the implied warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308, 2310(d)(1) and (2).

WHEREFORE, Plaintiff prays for judgment against Manufacturer and Seller:

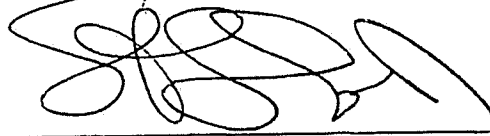
- A. Declaring acceptance has been properly revoked by Plaintiff and for damages incurred in revoking acceptance;
- B. For a refund of the purchase price paid by Plaintiff for the 2011 Explorer;
- C. To cancel Plaintiff's retail installment contract and pay off the balance of the contract;
- D. For consequential, incidental and actual damages;
- E. For costs, interest and attorneys' fees;
- F. To rescind the contract; and
- G. Such other relief this Court deems appropriate.

**JURY DEMAND**

Plaintiff demands trial by jury on all issues triable as such.

Respectfully submitted,

CONSUMER LEGAL SERVICES, P.C.

A handwritten signature in black ink, appearing to be 'S. Toth', written over a horizontal line.

By:

STEVEN S. TOTH P-44487  
CHRISTOPHER A. WINKLER P-57431  
Attorneys for Plaintiff  
30928 Ford Road  
Garden City, MI 48135  
(734) 261-4700

Dated: September 11, 2014

**MICHIGAN VEHICLE RETAIL INSTALLMENT CONTRACT**

DATE 04/25/2011

1-800-727-7000

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

CREDITOR (Seller Name and Address)



FordCredit

www.fordcredit.com

u, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The cash price is shown below as "Total Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms and conditions on the front and back of this contract.

Year/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
		2011 Ford	Explorer	1F3P... [REDACTED]	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

**ITEMIZATION OF AMOUNT FINANCED**

Cash Price	
(a) Vehicle	\$ 24,999.00
(b) Accessories and Installation	\$ 0.00
(c) Documentary Fee	\$ 250.00
(d) Sales Tax	\$ 1,749.90
(e) *	\$ 0.00
(f) *	\$ 0.00
(g) *	\$ 0.00
(h) *	\$ 0.00
(i) *	\$ 0.00
<b>Total Cash Price</b>	<b>\$ 26,998.90 (1)</b>

2. Down Payment

Third Party Rebate Assigned to Creditor	\$ 0.00	
Cash Down Payment	\$ 1,000.00	
Trade-In	\$ 0.00	
Year and Make	Gross Allowance	Amount Owning
	\$ 0.00	\$ 0.00

Total Down Payment \$ 1,000.00 (2)

3. Unpaid Balance of Cash Price (1 minus 2) \$ 25,998.90 (3)

4. Amounts paid on your behalf \*

To Insurance Companies for:	
Credit Life Insurance	\$ 0.00
Credit Disability Insurance	\$ 0.00
GAP Insurance	\$ 0.00
To _____ for GAP Waiver	\$ 0.00
To Public Officials (i) for license (\$ _____), title (\$ _____), & registration (\$ _____), fees \$ _____	
(ii) for filing fees \$ _____	
(iii) for taxes (not in Cash Price) \$ _____	
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
To _____ for _____	\$ _____
<b>Total</b>	<b>\$ _____ (4)</b>

5. Amount Financed (3 plus 4) \$ 25,998.90 (5)

**INSURANCE**

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

Credit

Life Insurance Company

\$ \_\_\_\_\_ Premium Insured(s) \_\_\_\_\_

You/We want Credit Life Insurance.

Buyer Signs \_\_\_\_\_

Co-Buyer Signs \_\_\_\_\_

Credit

Disability Insurance Company

\$ \_\_\_\_\_ Premium Insured(s) \_\_\_\_\_

You/We want Credit Disability Insurance.

Buyer Signs \_\_\_\_\_

Co-Buyer Signs \_\_\_\_\_

**OTHER OPTIONAL INSURANCE**

Coverage and Insurance Company	Premium and Term in Months
GAP	\$ _____
By _____	\$ _____
By _____	\$ _____

<b>DATE</b> The date of your credit is a hereby the	The credit will be given to you	credit provided to you or on your behalf	you will have paid when you have made all scheduled payments	of your purchase on credit, including your downpayment of \$ _____
1985.7.24%	\$ 1787.14	\$ 1787.14	\$ 1787.14	\$ 1787.14

\_\_\_\_\_  
Buyer Signs

\_\_\_\_\_  
Co-Buyer Signs

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

**Your Payment Schedule will be:**

Number of Payments	Amount of Payments	When Payments are Due		
		<input type="checkbox"/> Monthly	<input type="checkbox"/> Semi-Annually	<input type="checkbox"/> Annually
		starting _____		
		ending _____		
		_____		

**Prepayment:** If you pay off your debt early, you will not have to pay a penalty.  
**Late Payment:** You must pay a late charge on the portion of each payment received more than 10 days late of 5% of the late amount or \$15.00, whichever is greater.  
**Security Interest:** You are giving a security interest in the vehicle being purchased.  
**Contract:** Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and prepayment penalty.

Debt Cancellation Waiver Addendum (Optional)  
 If this box is checked you have purchased a debt cancellation waiver. Purchase of this coverage is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. The price for the debt cancellation waiver is set forth on this contract in the Itemization of Amount Financed under section 4.

**COMMERCIAL USE CONTRACT LATE PAYMENT:** If you purchased the vehicle for commercial use, you must pay a late charge on the portion of each payment received more than 10 days late of 7.5 percent of the late amount or \$50.00, whichever is less.

\_\_\_\_\_  
Buyer Signs

**Anti-Theft Product (Optional)**

If this box is checked you purchased the anti-theft product(s) listed below. The purchase of anti-theft product(s) is optional and not required to obtain credit, even if the product(s) is already installed on the vehicle you selected. You may purchase anti-theft product(s) from the person of your choice. By signing below, you agree to purchase the anti-theft product(s) at the price disclosed.

N/A	\$ _____	Term _____
	\$ _____	Term _____
	\$ _____	Term _____

Buyer Signs **X**

**BALLOON CONTRACT PROVISIONS**

Your last installment payment under this contract is a balloon payment.

**EXCESS WEAR, USE AND MILEAGE CHARGES**

If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to sell the vehicle back to Creditor under Paragraph B, you must pay the Creditor \$0. \_\_\_\_\_ per mile for each mile in excess of \_\_\_\_\_ miles shown on the odometer.

Any change in this contract must be in writing and signed by you and the Creditor.

Buyer Signs \_\_\_\_\_ Co-Buyer Signs \_\_\_\_\_

**YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION ON THE REVERSE SIDE OF THIS CONTRACT.**

The Annual Percentage Rate may be negotiated with the Seller. The Seller may assign this contract and may retain its right to receive a portion of the Finance Charge.


\_\_\_\_\_ does not cover liability for injury to persons or \_\_\_\_\_

**NOTICE TO BUYER**


Do not sign this contract in blank. You are entitled to 1 true copy of the contract you sign without charge. Keep it to protect your legal rights.

Buyer Signs \_\_\_\_\_ Co-Buyer Signs \_\_\_\_\_

# Varsity Ford Ann Arbor



3480 Jackson Rd.  
P.O. Box 2507  
Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com



CUSTOMER NO. [REDACTED]	ADVISOR <b>JASON ELLSWORTH</b>	TAG NO. 1222	STATE REG INVOICE DATE 09/02/11	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO NEW	MILEAGE 6,641	COLOR INGOT SILVE
[REDACTED]	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT	DELIVERY DATE 04/21/11		STOCK NO. 113402
BRIGHTON, MI [REDACTED]	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A	SELLING DEALER NO.		DELIVERY MILES
[REDACTED]	F.T.E. INC.	P.O. NO.	R.O. DATE 08/29/11	PRODUCT ON DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

**JOB# 1 CHARGES**

LABOR  
# 1 00020215 WORKS CPN PACKAGE TECH(S): 1195 22.00  
WORKS CPN PACKAGE \$39.95  
INCL. UP TO 5 QRTS MOTORCRAFT OIL AND MOTORCRAFT  
OIL FILTER. ROTATE TIRES. FREE VEHICLE CHECK UP  
TAX AND DISPOSAL FEES EXTRA.  
PERFORMED WORKS SERVICE

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	PK500-6-20	OIL CHANGE	21.80	21.80	21.80
	1	FL-500-S	FILTER ASY -	****	****	****
	6	X0-5W20-DSP	ENGINE OIL S	****	****	****
TOTAL - PARTS						21.80

**JOB# 1 TOTALS**

LABOR	22.00
PARTS	21.80
<b>JOB# 1 TOTAL</b>	<b>43.80</b>

**JOB# 2 CHARGES**

LABOR  
# 2 00020215 MULTI POINT INSPECTION TECH(S): 1195 0.00  
PERFORM MULTI POINT INSPECTION  
PERFORMED MULTI POINT INSPECTION

**JOB# 2 TOTALS**

<b>JOB# 2 JOURNAL PREFIX FOCs</b>	<b>JOB# 2 TOTAL</b>	<b>0.00</b>
-----------------------------------	---------------------	-------------

**JOB# 3 CHARGES**

LABOR  
# 3 00020215 GENERAL REPAIR TECH(S): 1995 0.00  
CUSTOMER STATES BRAKES ARE NOISY INTERMITTENTLY  
SERVICE MANAGER ROAD TESTED, NO ABNORMAL NOISES HEARD.  
REVIEWED OASIS, NO UPDATES OR ARTICLES RELATED

**JOB# 3 TOTALS**

<b>JOB# 3 JOURNAL PREFIX FOCs</b>	<b>JOB# 3 TOTAL</b>	<b>0.00</b>
-----------------------------------	---------------------	-------------

**JOB# 4 CHARGES**

LABOR  
# 4 00020215 GENERAL REPAIR TECH(S): 1195 WARRANTY  
INTERMITTENT FLUTTERING NOISE IN RF A-PILLAR  
MOSTLY AT EXPRESSWAY SPEEDS WHEN WINDY  
R21  
BASIC 03136/03137 CC33  
ROAD TESTED, VERIFIED NOISE AROUND EXTERIOR A-PILLARS. FOUND  
WEATHER STRIPS LOOSE, DISASSEMBLED, FOUND ATTACHING PANELS  
ATTACHING CLIPS WEAK, NEC TO REPLACE BOTH WEATHERSTRIPS  
AND ATTACHING PANELS, RETESTED, NO FURTHER NOISE

**DISCLAIMER OF WARRANTIES**  
Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

**SERVICE DEPT. HOURS**  
MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM



**VARSITY FORD**

3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com

PLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act (PA 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X \_\_\_\_\_

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**SERVICE INVOICE**

**EXHIBIT B**  
PE23-001-00003-1 LAWSUITS

# Varsity Ford Ann Arbor

3480 Jackson Rd.  
P.O. Box 2507  
Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673

www.varsityautos.com



CUSTOMER NO.	ADVISOR DASON ELLSWORTH	1222	TAG NO.	INVOICE DATE 09/02/11	INVOICE NO.
	LABOR RATE	LICENSE NO. NEW	MILEAGE 6,641	COLOR NGOT SILVE	STOCK NO. 113402
BRIGHTON, MI	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT	DELIVERY DATE 04/21/11	DELIVERY MILES	SELLING DEALER NO.	PRODUCTION DATE
	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A	R.O. DATE 08/29/11			
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

PARTS	QTY	PP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE
	1		BB5Z-7803137-BA	MOULDING - W		WARRANTY
	1		BB5Z-7803137-AA	MOULDING - W		WARRANTY
	1		BB5Z-7803136-AA	MOULDING - W		WARRANTY
	1		BB5Z-7803136-BA	MOULDING - W		WARRANTY
					TOTAL - PARTS	0.00
JOB# 4 TOTALS-----						
					JOB# 4 JOURNAL PREFIX FOCs	JOB# 4 TOTAL 0.00
JOB# 5 CHARGES-----						
LABOR-----						
DA 5 00E0722 GENERAL REPAIR TECH(S) 1195 0.00						
DUAL ZONE CLIMATE CONTROL IN-OP MOST OF THE TIME. NO MATTER HOW DIFFERENT THE TEMPS ARE SET, NO DIFFERENCE FEL SEE LINE 6						
JOB# 5 TOTALS-----						
					JOB# 5 JOURNAL PREFIX FOCs	JOB# 5 TOTAL 0.00
JOB# 6 CHARGES-----						
LABOR-----						
DA 5 00E0722 GENERAL REPAIR TECH(S) 1195 0.00						
SYNC SYSTEM OPERATES ERRATICALLY, REAR VIEW CAMERA WILL NOT OPERATE CORRENTLY A60 BASIC 140212 CC04 VERIFIED CONCERN.NEC TO PERFORM TSB# 11-07-24.FULL REFLASH ON APIM.SYSTEM NOW WORKING PROPERLY						
JOB# 6 TOTALS-----						
					JOB# 6 JOURNAL PREFIX FOCs	JOB# 6 TOTAL 0.00
JOB# 7 CHARGES-----						
LABOR-----						
DA 7 01E072001 GENERAL REPAIR TECH(S) 1195 0.00						
AFTER LOADING PICTURES, THE PHONE BOOK DID NOT LOAD CORRECTLY. SEE ATTACHED SEE LINE 6						
JOB# 7 TOTALS-----						
					JOB# 7 JOURNAL PREFIX FOCs	JOB# 7 TOTAL 0.00
JOB# 8 CHARGES-----						
LABOR-----						
DA 8 00E072808 GENERAL REPAIR TECH(S) 1999 0.00						
RATTLE FROM RIGHT FRONT DOOR WHEN CLOSED. CHECK BOTH DOORS ROAD TESTED BY SERV MANAGER,NO NOISES HEARD.						

STATE REG. P & A CODE 00726 4

**DISCLAIMER OF WARRANTIES**  
Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA303.

**SERVICE DEPT. HOURS**  
MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM

**VARSITY FORD**  
3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW/UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act, (PA. 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X \_\_\_\_\_

The Reynolds and Reynolds Company BRANTBRIE 00000000 (1918)

# Varsity Ford Ann Arbor

3480 Jackson Rd.  
P.O. Box 2507  
Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com



P & A CODE 02736-4

CUSTOMER NO.	ADVISOR JASON ELLSWORTH	1222	TAX NO.	INVOICE DATE 09/02/11	FINCHER NO.
	LABOR RATE	LICENSE NO. NEW	MILEAGE 6,641	COLOR INGOT SILVE	STOCK NO. 113402
BRIGHTON, MI	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT		DELIVERY DATE 04/21/11		DELIVERY MILES
	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A		SELLING DEALER NO.		PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/29/11		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			MO:

JOB# 8 TOTALS-----  
JOB# 8 JOURNAL PREFIX FOCS JOB# 8 TOTAL 0.00

JOB# 9 CHARGES-----  
LABOR-----  
#9 ASE02 COMPLEMENTARY WASH TECH(S): 1104 0.00

CUSTOMER STATES VEHICLE PULLS LEFT  
ROAD TESTED BY SERVICE MANAGER. NO PULL FELT. ONLY FOLLOWING  
ROAD CROWN

JOB# 9 TOTALS-----  
JOB# 9 JOURNAL PREFIX FOCS JOB# 9 TOTAL 0.00

JOB# 10 CHARGES-----  
LABOR-----  
#10 00E07FEEL 30760790 PRG TECH(S): 2195 WARRANTY

REAR SILL TRIM WILL NOT STAY IN PLACE. SEE  
JASON  
N59  
BASIC 7845726/CC33  
VERIFY POOR FIT REAR INSIDE TRIM BEZEL. INSTALL  
NEW TRIM BEZEL. RE TEST OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	BB5Z-7845726-AA	FILLER - REA			0.00
				TOTAL - PARTS		0.00

JOB# 10 TOTALS-----  
JOB# 10 JOURNAL PREFIX FOCS JOB# 10 TOTAL 0.00

JOB# 11 CHARGES-----  
LABOR-----  
#11 00E02002 GENERAL REPAIR TECH(S): 1999 0.00

TAILGATE CHIME WILL ONLY OPERATE WHEN GATE IS FULLY  
OPEN. NORMAL?  
TESTED OPERATION, THIS IS NORMAL

JOB# 11 TOTALS-----  
JOB# 11 JOURNAL PREFIX FOCS JOB# 11 TOTAL 0.00

JOB# 12 CHARGES-----  
LABOR-----  
#12 01E02002 GENERAL REPAIR TECH(S): 1995 0.00

RF DOOR GLASS HAZY BY MIRROR. SEE JASON  
CNY ANY PROBLEM CLEAN GLASS ON RF DOOR GLASS

JOB# 12 TOTALS-----  
JOB# 12 JOURNAL PREFIX FOCS JOB# 12 TOTAL 0.00

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**SERVICE DEPT. HOURS**  
MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM



**VARSITY FORD**  
3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE

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REPAIRS PROPERLY COMPLETED AND CHECKED BY

X \_\_\_\_\_

This Reynolds and Reynolds Company. ERM/MSR/MSK 03/25/09 (11/11)

# Varsity Ford Ann Arbor

3480 Jackson Rd.  
P.O. Box 2507  
Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673

www.varsityautos.com



CUSTOMER NO.	ADVISOR JASON ELLSWORTH	TAG NO.	INVOICE DATE 09/02/11	P & A C STATE RECEIPT
	LABOR RATE	LICENSE NO. NEW	MILEAGE 6,641	COLOR INGOT SILVE
	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT		DELIVERY DATE 04/21/11	STOCK NO. 113402
BRIGHTON, MI	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 08/29/11	
BUSINESS PHONE	COMMENTS			MO

**JOB# 13 CHARGES**

LABOR  
~~08/29/11~~ BODY FRAME TECH(S) 1999 0.00  
 FRONT BUMPER COVER DOES NOT FIT PROPERLY AGAINST  
 LEFT FENDER  
 REFIT LT FRT BUMPER COVER TO FENDER

**JOB# 13 TOTALS**

JOB# 13 JOURNAL PREFIX FCS	JOB# 13 TOTAL	0.00
----------------------------	---------------	------

MISC.....CODE.....DESCRIPTION.....CONTROL NO.....

00B # A	SS	SHOP SUPPLIES		1.50
TOTAL - MISC				1.50

ESTIMATE.....  
 CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
 ORIGINAL ESTIMATE OF \$0.00 (+TAX)

COMMENTS.....  
 L/M AT HOME NUMBER 1:19 PM. VEHICLE COMPLETE AND CAN BE PICKED UP

TECHNICIAN CERTIFICATION.....

1195	MARK PADYJASEK	N175999 (2988)
1104	EDWARD WEED	N230496 (7366)

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**SERVICE DEPT. HOURS**

MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM



**VARSITY FORD**

3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com

**TOTALS**

\*\*\*\*\*  
 \* NEXT RECOMMENDED SERVICE:  
 \* 08/29/2011 / 15423 MI 01FOZ003 LOF WORKS PACKAGE \*  
 \*\*\*\*\*

TOTAL LABOR.....	22.00
TOTAL PARTS.....	21.80
TOTAL SUBLET.....	0.00
TOTAL G.O.G.....	0.00
TOTAL MISC CHG.....	1.50
TOTAL MISC DISC.....	0.00
TOTAL TAX.....	1.40
<b>TOTAL INVOICE \$</b>	<b>46.70</b>

THANK YOU FOR YOUR BUSINESS!!

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

\*\*\*\*\* DUPLICATE INVOICE \*\*\*\*\*

PAGE 4 OF 4      CUSTOMER COPY      [ END OF INVOICE ] 09:18am

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REPAIRS PROPERLY COMPLETED AND CHECKED BY

X \_\_\_\_\_

**SERVICE INVOICE**

CUSTOMER #:

Brighton Ford Inc.

8240 Grand River Rd.
Brighton, MI 48114

\*INVOICE\*



Phone: 810-227-1171 - Fax: 810-220-0964

www.brightonford.com

BRIGHTON MI

PAGE 1

HOME BUS: CONT: N/A CELL:

SERVICE ADVISOR: 65406 BRADLEY S DOTY

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, DEL DATE, PROD DATE, WARR EXP, PROMISED, PD NO, RATE, PAYMENT, INV DATE. Includes vehicle details for a 2011 Ford Explorer.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL. Includes a note about a customer service issue.

A CUSTOMER STATES THAT THE "SERVICES" TAB IS NOT WORKING. ADVISE CAUSE: PER TSB 11-04-24 PERFORMED COMPLETE REFLASH OF APIM OK NOW CUST NEEDS TO SET UP ACCOUNT AT WWW.SYNCMYRIDE.COM

110724A TSB 11-07-24
21334 YEZBACK, DAVID LIC#: M172726
FC: A18 04
PART#: 14D212
COUNT:
CLAIM TYPE:
AUTH CODE: 0204

7335 14D212 04 PER TSB 11-04-24 PERFORMED COMPLETE REFLASH OF APIM OK NOW CUST NEEDS TO SET UP ACCOUNT AT WWW.SYNCMYRIDE.COM

Payment options list: CASH, CHECK, VISA, MASTERCARD, DISCOVER, AMER XPRESS, OTHER, CHARGE.

Table with columns: DESCRIPTION, TOTALS. Includes a 'STATEMENT OF DISCLAIMER' and a signature line for Roger Worth.

# Varsity Ford Ann Arbor

3480 Jackson Rd.  
P.O. Box 2507  
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(734) 996-3660  
1-800-875-3673  
www.varsityautos.com



P & A CODE 027364  
STATE REGISTRATION 049

CUSTOMER NO.	ADVISOR TYLER CRUMB	TAG NO.	INVOICE DATE	UNIFORM NO.
	1207		10/21/11	
	LABOR RATE	LICENSE NO.	MILEAGE	COLOR
		NEW	8,131	INGOT SILVE
	YEAR / MAKE / MODEL		DELIVERY DATE	STOCK NO.
	11/FORD TRUCK/EXPLORER/4WD XLT		04/21/11	113402
BRIGHTON, MI	VEHICLE ID. NO.		SELLING DEALER NO.	DELIVERY MILES
	1 F M H K 8 D 8 3 B G A			
	P.T.S. NO.	P.O. NO.	R.O. DATE	PRODUCTION DATE
			10/10/11	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		
		MO		

JOB# 1 CHARGES  
LABOR  
~~01E02001~~ GENERAL REPAIR TECH(S): 1198 WARRANTY

WINDNOISE SINCE SECURING APILLAR TRIM PASS SIDE  
R22  
BASIC 03136/CC42  
REPLACED PASS SIDE EXTERIOR A-PILLAR APPLIQUE AND APPLIQUE  
BRACKET. RE-ROAD TEST. OK  
03136 CC 33

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1		BB5Z-7803136-AA	MOULDING - W			WARRANTY
	1		BB5Z-7803136-BA	MOULDING - W			WARRANTY
TOTAL - PARTS							0.00

SUBLET	PO#	VEND	INV#	INV DATE	DESCRIPTION	WARRANTY
	167943			10/31/11	FORD AVAILABLE	0.00
TOTAL - SUBLET						0.00

JOB# 1 TOTALS  
JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

LABOR  
~~01E02002~~ GENERAL REPAIR TECH(S): 1198 WARRANTY

VIBRATING NOISE OVER BUMPS REAR OF VEHICLE  
VERIFIED RATTLE IN REAR LIFT-GATE AREA WHILE GOING OVER  
REPETITIVE BUMPS. TRACED AND INSULATED REAR LICENSE PLATE  
AND FRAME. RE-ROAD TEST. OK

JOB# 2 TOTALS  
JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

LABOR  
~~01E02005~~ GENERAL REPAIR TECH(S): 1198 WARRANTY

LF BUMPER POOR FIT AT FENDER  
B02  
LEFT FRONT BUMPER COVER RETAINER NOT HOLDING COVER ON TO  
FENDER. BELOW D.I. THRESHOLD.  
NEC TO LOOSEN LEFT SIDE OF FRONT BUMPER COVER. REPLACE  
COVER TO FENDER RETAINER, REINSTALL FRONT COVER.

PARTS	QTY	FP	NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1		BB5Z-17E814-B	REINFORCEMEN			0.00
TOTAL - PARTS							0.00

JOB# 3 TOTALS  
JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

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**SERVICE DEPT. HOURS**  
MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM



**VARSITY FORD**  
3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
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REPAIRS PROPERLY COMPLETED AND CHECKED BY

X \_\_\_\_\_

# Varsity Ford Ann Arbor



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CUSTOMER NO.	ADVISOR TYLER CRUMB	TAG NO. 1207	STATE REG 10/21/11
LABOR RATE	LICENSE NO. NEW	MILEAGE 8,131	COLOR INGOT SILVE
YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A	DELIVERY DATE 04/21/11	STOCK NO. 113402
BRIGHTON, MI	F.T.E. NO.	P.O. NO.	DELIVERY MILES
BUSINESS PHONE	COMMENTS	R.O. DATE 10/10/11	PRODUCTION DATE

JOB# 4 CHARGES-----  
LABOR-----  
# 40102006 GENERAL REPAIR TECH(S): 1198 WARRANTY: 0.00  
FILM ON INSIDE OF WINDOWS  
G07  
BASIC 7821457/CCCC42  
VERIFIED CONCERN. NEC TO PERFORM TSB 11-10-9. REPLACED  
BOTH FRONT DOOR WINDOW MOULDINGS. RE-CHECK. OK  
21457 CC 42

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	BB5Z-7821457-A	WEATHERSTRIP			WARRANTY
	1	BB5Z-7821456-A	WEATHERSTRIP			WARRANTY
				TOTAL - PARTS		0.00

JOB# 4 TOTALS-----  
JOB# 4 JOURNAL PREFIX FOCS JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----  
LABOR-----  
# 60102006 GENERAL REPAIR TECH(S): 1198 WARRANTY: 0.00  
LIFTGATE ONLY CHIMES AFTER LIFTGATE ALL THE WAY UP  
NORMAL OPERATION. CHIMES ONLY WHEN LIFTGATE REACHES THE  
TOP, AND ALSO CHIMES JUST BEFORE IT GETS READY TO CLOSE.

JOB# 5 TOTALS-----  
JOB# 5 JOURNAL PREFIX FOCS JOB# 5 TOTAL 0.00

JOB# 6 CHARGES-----  
LABOR-----  
# 60102006 GENERAL REPAIR TECH(S): 1198 WARRANTY: 0.00  
CK BRAKES SQUEEK AT TIMES SOMETIMES IT IS EVERY STOP AT SLOW  
SPEEDS  
ROAD TEST. HOISTED VEHICLE AND INSPECTED FRONT AND REAR  
BRAKES. ALL CHECKS OK. NO ABNORMAL BRAKE NOISES HEARD  
AT THIS TIME.

JOB# 6 TOTALS-----  
JOB# 6 JOURNAL PREFIX FOCS JOB# 6 TOTAL 0.00

TECHNICIAN CERTIFICATION-----  
1198 CHRISTOPHER SANTORI M180761 SS#5745

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SATURDAY  
8:00 AM - 4:00 PM



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ANN ARBOR, MICHIGAN 48106  
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Ann Arbor, MI 48106  
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1-800-875-3673

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CUSTOMER NO.	ADVISOR TYLER CRUMB	TAX	STATE REG	INVOICE DATE 02/09/12
BRIGHTON, MI	LABOR RATE	LICENSE NO. NEW	MILEAGE 12,423	COLOR INGOT SILVE
	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT	DELIVERY DATE 04/21/11	STOCK NO. 113402	DELIVERY MILES
	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A	SELLING DEALER NO.	PRODUCTION DATE	
	P.T.E. NO.	P.O. NO.	P.O. DATE 02/03/12	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	MO:	

JOB# 1 CHARGES-----  
 LABOR-----  
 # 1 0160Z001 GENERAL REPAIR TECH(S) 1102 0.00  
 MYTOUCH LOCKS UP AT TIMES AND VOICE RECOGNITION ISSUES  
 USING NAVIGATION  
 CHECK MYTOUCH SOFTWARE LEVEL AT BM PERFORM HARD AND MASTER  
 RESET WAITING FOR SOFTWARE UPDATE FROM FMC

JOB# 1 TOTALS-----  
 JOB# 1 JOURNAL PREFIX FOCs JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----  
 LABOR-----  
 # 2 0160Z008 L.O.F. WORKS PACKAGE TECH(S) 1102 11.00  
 \$29.95 L.O.F. WORKS PACKAGE  
 UP TO 50RTS OF MOTORCRAFT OIL &  
 REPLACE OIL FILTER.  
 FREE TIRE ROTATE & FREE CAR WASH  
 TAXES AND DISPOSAL EXTRA.  
 PERFORM LDF AND ROTATE TIRES  
 RETORQUE LUGNUTS AFTER 50 MILES OF DRIVING

PARTS-----	QTY-----	FP-NUMBER-----	DESCRIPTION-----	LIST PRICE-----	UNIT PRICE-----	PRICE-----
	1	PK500-6-20	OIL CHANGE	21.80	21.80	21.80
	1	FL-500-S	FILTER ASY	****	****	****
	6	XO-5W20-DSP	ENGINE OIL S	****	****	****
TOTAL - PARTS						21.80

MISC-----	CODE-----	DESCRIPTION-----	CONTROL NO-----	PRICE-----
		HAZ HAZARDOUS MATERIALS		1.50
TOTAL - MISC				1.50

JOB# 2 TOTALS-----  
 LABOR 11.00  
 PARTS 21.80  
 MISC 1.50  
 JOB# 2 JOURNAL PREFIX FOCs JOB# 2 TOTAL 34.30

JOB# 3 CHARGES-----  
 LABOR-----  
 # 3 0160Z009 MULTI POINT TECH(S) 1102 0.00  
 PERFORM MULTI POINT INSPECTION.  
 PERFORMED MULTI POINT INSPECTION.  
 TIRES AT 8/32  
 FRT BRAKES 10MM REAR BRAKES 8MM

JOB# 3 TOTALS-----  
 JOB# 3 JOURNAL PREFIX FOCs JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----  
 LABOR-----

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 MONDAY - FRIDAY  
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 SATURDAY  
 8:00 AM - 4:00 PM



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 3480 JACKSON RD. P.O. BOX 2507  
 ANN ARBOR, MICHIGAN 48106  
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The Reynolds and Reynolds Company ENHANCE

**SERVICE INVOICE**

# Varsity Ford Ann Arbor



3480 Jackson Rd.  
P.O. Box 2507  
Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673

www.varsityautos.com



P & A CODE 02736-4  
STATE REGISTER

CUSTOMER NO	ADVISOR TYLER CRUMB	TAG NO 1207	INVOICE DATE 02/09/12
BRIGHTON, MI	LABOR RATE	LICENSE NO. NEW	MILEAGE 12,423
	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT	COLOR INGOT SILVE	STOCK NO. 113402
	VEHICLE I.D. NO. 1FMHK8D83BGA	DELIVERY DATE 04/21/11	DELIVERY MILES
	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.
			PRODUCTION DATE
			R.O. DATE 02/03/12
	BUSINESS PHONE	COMMENTS	MO:

LABOR  
#740102004 GENERAL REPAIR TECH(S) 199 WARRANTY  
WHISTLE NOISE FROM PASSENGER A PILLAR  
SUBLET TO ESP SEALING TO REPAIR WHISTLING NOISE FROM  
PASS FT DOOR AREA

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	BBSZ-7803136-AB	MOULDING - W			WARRANTY
	1	BBSZ-7803136-BA	MOULDING - W			WARRANTY
TOTAL - PARTS						0.00

SUBLET	PO#	VEND	INV#	INV DATE	DESCRIPTION	WARRANTY
	173001	0903		02/07/12	REPAIR WINDLEAK	WARRANTY
	173004	0903		02/07/12	REPAIR WINDNOISE	WARRANTY
TOTAL - SUBLET						0.00

JOB# 4 TOTALS  
JOB# 5 CHARGES  
JOB# 4 JOURNAL PREFIX FOCs JOB# 4 TOTAL 0.00

LABOR  
#750102004 GENERAL REPAIR TECH(S) 102-115 WARRANTY  
WHISTLE NOISE NOISE LEFT SIDE DASH  
N33  
VERIFY CONCERN, PERFORM NOISE DIAGNOSIS, TRACE NOISE TO  
FRONT LOWER AIR DAM OPENING, SHIM FOAM INSULATION BELOW  
A/C CONDENSOR CORE, RETEST GOOD.

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
TOTAL - PARTS						0.00

JOB# 5 TOTALS  
JOB# 6 CHARGES  
JOB# 5 JOURNAL PREFIX FOCs JOB# 5 TOTAL 0.00

LABOR  
#760102004 GENERAL REPAIR TECH(S) 102-115 WARRANTY  
POOR HEAT FLOW MAINLY DRIVER FEET CK PASSENGER AS WELL  
COMPARED TO LIKE VEHICLE HEAT FLOW IS THE SAME

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
TOTAL - PARTS						0.00

JOB# 6 TOTALS  
JOB# 7 CHARGES  
JOB# 6 JOURNAL PREFIX FOCs JOB# 6 TOTAL 0.00

LABOR  
#770102004 GENERAL REPAIR TECH(S) 102-115 INTERNAL  
FUEL FUNNEL MISSING  
FUEL FUNNEL

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	8U5Z-17B068-B	FUNNEL			INTERNAL
TOTAL - PARTS						0.00

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MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM



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The Reynolds and Reynolds Company (734) 996-3660 (734) 996-3660

# Varsity Ford Ann Arbor



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Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673

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P & A CODE 02788  
STATE REG CODE

CUSTOMER NO. [REDACTED]	ADVISOR TYLER CRUMB	TAG NO. 1207	INVOICE DATE 07/03/12	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE NEW	LICENSE NO. NEW	MILEAGE 17,671	COLOR INGOT SILVE
[REDACTED]	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT	DELIVERY DATE 04/21/11	DELIVERY MILES	STOCK NO. 113402
BRIGHTON, MI [REDACTED]	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A	SELLING DEALER NO.	PRODUCTION DATE	
[REDACTED]	R.T.E. NO.	R.G. NO.	R.O. DATE 06/25/12	
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS		MO: [REDACTED]

JOB# 1 CHARGES-----  
LABOR-----  
# 1 01F02001 GENERAL REPAIR TECH(S): 1153 0.00  
MY TOUCH HAS BLANK SCREEN AND CLIMATE INOP  
2.5 PLEASE NESSARY TO TEST DRIVE CAR FOR SYNC SERVICES  
CONCERN. APIM REPLACED UNDER 12M01 PROGRAM  
VERIFIED CONCERN. ATTEMPTED TO RECOVER MODULE BY PREFORMING  
HARD RESET. NOT ABLE TO RECOVER MODULE. NESSARY TO REPLACED  
APIM. REMOVED AND REPLACED MODULE. AND PROGRAMED VIA IDS  
AND PTS WEB SITE. RETESTED FOR CONCERN. RETESTED OK  
RETURNED TO CUSTOMER 17690 MILES OUT. NOTED THAT SYNC  
SERVICES WORKED OK AFTER REPLACEMENT OF MODULE.

JOB# 1 TOTALS-----  
JOB# 1 JOURNAL PREFIX FOCs JOB# 1 TOTAL 0.00

JOB# 2 CHARGES-----  
LABOR-----  
# 2 01F02002 GENERAL REPAIR TECH(S): 1153 0.00  
CLUSTER BLANKS OUT AT TIMES  
NOT ABLE TO VERIFY CONCERN AT THIS TIME. MAYBE RELATED TO  
APIM BEING INOP. REFLASHED CLUSTER WITH IDS AND RETURNED TO  
CUSTOMER

JOB# 2 TOTALS-----  
JOB# 2 JOURNAL PREFIX FOCs JOB# 2 TOTAL 0.00

JOB# 3 CHARGES-----  
LABOR-----  
# 3 01F02003 GENERAL REPAIR TECH(S): 1153 0.00  
HEAT AT TIMES WILL BE HOT ON PASSENGER SIDE  
AND COLD ON DRIVER SIDE  
NOT ABLE TO VERIFY CONCERN AT THIS TIME. MAYBE RELATED TO  
APIM

JOB# 3 TOTALS-----  
JOB# 3 JOURNAL PREFIX FOCs JOB# 3 TOTAL 0.00

JOB# 4 CHARGES-----  
LABOR-----  
# 4 01F02005 GENERAL REPAIR TECH(S): 1153 0.00  
CK BRAKE SQUEEK AT TIMES  
NOT ABLE TO VERIFY CONCERN AT THIS TIME

JOB# 4 TOTALS-----  
JOB# 4 JOURNAL PREFIX FOCs JOB# 4 TOTAL 0.00

JOB# 5 CHARGES-----  
LABOR-----

**DISCLAIMER OF WARRANTIES**  
Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of sold products. Any limitation contained herein does not apply where prohibited by law. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

**SERVICE DEPT. HOURS**  
MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM



**VARSITY FORD**  
3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com

FLAT RATE HOUR IS PREDICATED ON A TIME STUDY GUIDE AND MAY NOT REFLECT THE ACTUAL HOURS WORKED.

ALL PARTS NEW UNLESS SPECIFIED OTHERWISE

All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act (PA 300)

REPAIRS PROPERLY COMPLETED AND CHECKED BY

X \_\_\_\_\_

CUSTOMER #

Brighton Ford Inc.

8240 Grand River Rd.

Brighton, MI 48114

Phone: 810-227-1171 - Fax: 810-220-0964

www.brightonford.com

\*INVOICE\*

PAGE 1

SERVICE ADVISOR: 93359 DEAN G CEIFETZ

BRIGHTON, MI

HOME:

CONT:N/A

BUS:

CELL:

YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN	OUT	TAG
------	------------	-----	---------	------------	-----	-----

11	FORD EXPLORER	1FMHK8D83BGA		21324	21324	
----	---------------	--------------	--	-------	-------	--

DEL DATE	PROB DATE	WARR EXP	PROMISED	REQ NO	RATE	PAYMENT	INV DATE
----------	-----------	----------	----------	--------	------	---------	----------

01JAN11 DD			17:00 21SEP12			CASH	21SEP12
------------	--	--	---------------	--	--	------	---------

R/O OPENED	READY	OPTIONS
------------	-------	---------

08:40 21SEP12	12:53 21SEP12	DLR:02707 ENG:3.5_Ti-VCT
---------------	---------------	--------------------------

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES HAD HEATER ON PASSENGER AND DRIVERS SIDE DID NOT COOL WAS LIKE DRIVERS SIDE WAS ON AC BLOWING COLD HAPPENED 3 TIMES RANDOMLY WASNT ON DUAL

CAUSE: 19B616 42  
 C20 OTHER TEMPERATURE CONTROL TROUBLES  
 21334 YEZBACK, DAVID LIC#: M172726

W  
 2 AA5Z\*19E616\*C MOTOR ASY (N/C)  
 21324 19E616 42 DIAG AND PER TSB 12-01-08 MODIFIED AND REPLACED BOTH TEMP BLEND DOOR MOTORS OK NOW (N/C)

B CUSTOMER STATES SOMETIMES RADIO DOESNT TURN OFF AFTER EXITING VEHICLE ALSO HAPPENS RANDOMLY HAS TO STOP AND TURN OFF CAR TO GET RADIO TO TURN OFF AND RESTART IT AND STOP IT

CAUSE: 14D212 04  
 A07 OTHER AUDIO TROUBLES  
 21334 YEZBACK, DAVID LIC#: M172726

W (N/C)  
 21324 14D212 04 DIAG AND PER TSB 12-09-01 PERFORMED LATEST UPDATE TO APIM OK NOW

C CUSTOMER STATES SHE WOULD LIKE HER SCHEDULED MAINTANCE TO STOP BEING SENT SINCE IT DISRUPT WHOLE SYNC SYSTEM

CAUSE:  
 A07 OTHER AUDIO TROUBLES  
 21334 YEZBACK, DAVID LIC#: M172726

CPOL 0.00 0.00  
 21324 CUST NEEDS TO SYNC MYRIDE .COM AND TURN OFF UPDATES

Lic # 134190 F 154906		STATEMENT OF DISCLAIMER		DESCRIPTION		TOTALS	
SHOP SUPPLIES A 12.5% CHARGE NOT TO EXCEED \$28.00 OF LABOR IS INCLUDED FOR SUPPLIES USED ON YOUR VEHICLE. APPLICABLE SUPPLY ITEMS ARE NUTS, BOLTS, WASHERS, TAPE, PINS, SHELLAC, SOLVENT, WAGS, CARBURETOR CLEANER, TOWELS, SOLDER, BATTERY CLEANER, WIRE, WINDOW CLEANER, ETC. AND HAZARDOUS WASTE HANDLING.  IN BEHALF OF SERVICING DEALER, I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREON IS ACCURATE UNLESS OTHERWISE SHOWN. 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 ABUSE. RECORDS SUPPORTING THIS CLAIM ARE AVAILABLE FOR 1 YEAR FROM THE DATE OF PAYMENT NOTIFICATION AT THE SERVICING DEALER FOR INSPECTION BY MANUFACTURER'S REPRESENTATIVE.  SIGNED) DEALER, GENERAL MANAGER OR AUTHORIZED PERSON (DATE)		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.  CUSTOMER SIGNATURE X  A.I repairs and parts listed were finished in compliance with the Michigan Motor Vehicle Service and Repair Act:  REPAIRS PROPERLY COMPLETED AND CHECK BY:		LABOR AMOUNT			
				PARTS AMOUNT			
				GAS, OIL, LUBE			
				SUBLET AMOUNT			
				MISC. CHARGES			
				TOTAL CHARGES			
				LESS INSURANCE			
				SALES TAX			
				PLEASE PAY THIS AMOUNT			

CUSTOMER #

Brighton Ford Inc.

8240 Grand River Rd.
Brighton, MI 48114

\*INVOICE\*



Phone: 810-227-1171 - Fax: 810-220-0964

PAGE 1

www.brightonford.com

BRIGHTON, MI

HOME: CONT-N/A

BUS: CELL

SERVICE ADVISOR: 97697 MIKE MILLER

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG. Row 1: 11, FORD EXPLORER, 1FMHK8D83BGA, 25880/25880.

Table with columns: DEL DATE, PRGD DATE, WARR EXP, PROMISED, PC NO, RATE, PAYMENT, INV DATE. Row 1: 01JAN11, 07JAN13, 12:20 08JAN13, 17:00 08JAN13, CASH, 08JAN13.

R.O. OPENED READY OPTIONS: DLR:02707 ENG:3.5 Ti-VCT

14:37 07JAN13 12:20 08JAN13
LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CERTAIN 2011-2013 MODEL YEAR VEHICLES EQUIPPED WITH STNC AND MY FORD TOUCH
12A04 CERTAIN 2011-2013 MODEL YEAR VEHICLES EQUIPPED WITH STNC AND MY FORD TOUCH

21334 YEZBACK, DAVID LIC#: M172726
W (N/C)

25880 12a04 INSP AND REPROGRAMED APIM PER REACLE
\*\*\*\*\*
B CUSTOMER STATES GLOVE BOX LIGHT INOP CORRECT REASON

A88 WIRING TROUBLES
21334 YEZBACK, DAVID LIC#: M172726
W (N/C)

25880 DOES NOT HAVE GLOVEBOX LAMP
\*\*\*\*\*
C CUSTOMER STATES TRANSMISSION FEELS LIKE IT IS SLIPPING BETWEEN

10-40 MPH
P09 OTHER TRANSMISSION TROUBLES
96917 PAWLUKIEWICZ, JASON H LIC#: M214881
W (N/C)

25880 TEST DROVE VEHICLE, OPERATING NORMAL CHARACTERISTICS OF EXPLORER, NO PROBLEM FOUND
\*\*\*\*\*

SUB WARRANTY RENTAL
W (N/C)

\*\*\*\*\*
CASH [ ] CHECK [ ] CK NO. [ ]
VISA [ ] MASTERCARD [ ] DISCOVER [ ]
AMER XPRESS [ ] OTHER [ ] CHARGE [ ]
\*\*\*\*\*

Table with columns: Lic # 134190 F 154906, STATEMENT OF DISCLAIMER, DESCRIPTION, TOTALS. Includes labor, parts, gas, oil, lube, sublet, misc charges, total charges, less insurance, sales tax, please pay this amount.

# Varsity Ford Ann Arbor

3480 Jackson Rd.  
P.O. Box 2507  
Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673

www.varsityautos.com



P & A CODE 88726  
STATE REGISTER

CUSTOMER NO.	ADVISOR JASON ELLSWORTH	TAG NO. 1222	INVOICE DATE 05/08/13
BRIGHTON, MI	LABOR RATE	LICENSE NO. NEW	MILEAGE 33,146
	YEAR / MAKE / MODEL 11 / FORD TRUCK / EXPLORER / 4WD XLT	COLOR INGOT SILVE	STOCK NO. 113402
	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A	DELIVERY DATE 04/21/11	DELIVERY MILES
	F.T.E. NO.	P.O. NO.	SELLING DEALER NO.
			PRODUCTION DATE
			R.O. DATE 05/03/13
BUSINESS PHONE	COMMENTS		MO:

JOB# 1 CHARGES

LABOR  
# 1 01070001 GENERAL REPAIR TECH(S): 1111 WARRANTY  
SYNC SERVICES CANNOT FIND LOCATION AND DOES NOT PROVIDE DIRECTIONS  
A18  
10E893/04  
VERIFIED CONCERN CHECK OASIS AND FOUND TSB 12-11-02 DISCONNECT BATTERY AND REFLASH GPM RECHECK GPS OK  
1111 M/O 33152

**DISCLAIMER OF WARRANTIES**  
Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. Any limitation contained herein does not apply where prohibited by law. All repairs and parts listed were furnished in compliance with the Michigan State Repair Act PA300.

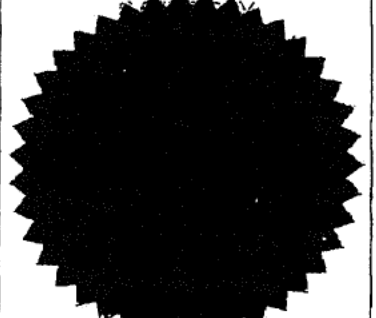
JOB# 1 TOTALS

JOB# 1 JOURNAL PREFIX FOCS JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR  
# 2 01070002 GENERAL REPAIR TECH(S): 1111 WARRANTY  
CUSTOMER STATES CANNOT ANSWER PHONE THROUGH SYNC BUT CALL WILL RING THROUGH SYNC  
A18  
BASIC 14D212 CC04  
CHECK FOR CODES NONE CUSTOMER DID NOT LEAVE PHONE NO OASIS  
MESSAGES PERFORM HARD RESET CUSTOMER WILL HAVE TO PAIR PHONE AND RETRY  
1111 M/O 33152

SERVICE DEPT. HOURS  
MONDAY - FRIDAY  
7:00 AM - 6:00 PM



**Varsity Ford**  
3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX FOCS JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR  
# 3 01070003 GENERAL REPAIR TECH(S): 1111 WARRANTY  
CUSTOMER STATES THAT A/C IS NOT WORKING WHEN CAR IS NOT MOVING (I.E. PART OR STOP LIGHT)  
C05  
BC607/42  
VERIFIED CONCERN CHECK OASIS FOUND TSB 12-10-03 DIAG COOLING FANS PER TSB FANS QUIT AFTER A MINUTE REMOVE AND REPLACE COOLING FANS PER TSB RETEST OK  
1111 M/O 33152

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	BABZ-8C607-C	MOTOR AND FA			
		NATIONAL BACK ORDER				
				TOTAL - PARTS	0.00	

JOB# 3 TOTALS

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

JOB# 4 CHARGES

LABOR

BASED ON A TIME STUDY GUIDE  
ACTUAL HOURS WORKED.  
NEW UNLESS OTHERWISE  
Furnished in compliance with the  
and Repair Act. (P.A. 300)  
LETED AND CHECKED BY

**SERVICE INVOICE**

# Varsity Ford Ann Arbor

3480 Jackson Rd.  
P.O. Box 2507  
Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com



CUSTOMER NO.	ADVISOR JASON ELLSWORTH	1222	TAG NO.	INVOICE DATE 05/08/13
	LABOR RATE	LICENSE INC. NEW	MILEAGE 33,146	COLOR INGOT SILVE
	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT		DELIVERY DATE 04/21/11	STOCK NO. 113402
BRIGHTON, MI	VEHICLE I.D. NO. 1FMHK8D83BGA		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 05/03/13	

REFERENCE PHONE BUSINESS PHONE COMMENTS MO:

LABOR  
# 4 0102004 GENERAL REPAIR TECH(S) 1111 WARRANTY  
CUSTOMER STATES BUTTON ON STEERING WHEEL THAT CONTROLS THE TRIP INFO, FUEL ECONOMY IS STICKING  
A07  
9C888/42  
VERIFIED CONCERN CANNOT SEE REASON FOR BEING STICKY REMOVE DRIVERS AIRBAG REMOVE STEERING WHEEL REMOVE STEERING WHEEL TRIM AND REMOVE AND REPLACE LEFT SIDE CRUISE SWITCH ASSY REASSEMBLE AND RECHECK OK  
1111 N/O 33152

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PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY	
	1	BT4Z-9C888-AB	SWITCH ASY			0.00	
				TOTAL - PARTS		0.00	
JOB# 4 TOTALS							
JOB# 5 CHARGES	JOB# 4 JOURNAL PREFIX FOCs					JOB# 4 TOTAL	0.00

**SERVICE DEPT. HOURS**  
MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM



**VARSITY FORD**  
3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com

LABOR  
# 5 1010777 DRIVEABILITY CONCERN TECH(S) 1127 WARRANTY  
CUSTOMER STATES ENGINE IS REVVING WHILE MOVING AT VERY LOW SPEEDS  
TEST EEC NO CODES CHECK OASIS FOR SSM/TSB FOR CONCERN NONE FOUND ROAD TEST WITH TEST EQUIPMENT TO TRY TO VERIFY OK AT THIS TIME CVC

JOB# 5 TOTALS							
JOB# 6 CHARGES	JOB# 5 JOURNAL PREFIX FOCs					JOB# 5 TOTAL	0.00

LABOR  
# 6 010782 GENERAL REPAIR TECH(S) 1111 WARRANTY  
CUSTOMER STATES CUSTOMER STATES THAT TEXT MESSAGES ARE NOT READ BY SYNC EVEN WITH PHONE BEING UPDATED  
SEE LINE 2

JOB# 6 TOTALS							
JOB# 7 CHARGES	JOB# 6 JOURNAL PREFIX FOCs					JOB# 6 TOTAL	0.00

LABOR  
# 7 010782 GENERAL REPAIR TECH(S) 1111 WARRANTY  
CUSTOMER STATES THAT WHEN IPHONE IS CONNECTED IT WILL NOT SWITCH TO NEXT SONG AUTOMATICALLY  
SEE LINE 2

JOB# 7 TOTALS							
JOB# 7 JOURNAL PREFIX FOCs						JOB# 7 TOTAL	0.00

**SERVICE INVOICE**

# Varsity Ford Ann Arbor



3480 Jackson Rd.  
P.O. Box 2507  
Ann Arbor, MI 48106  
(734) 996-3660  
1-800-875-3673

www.varsityautos.com



P & A  
STATE REGISTER

CUSTOMER NO.	ADVISOR JASON ELLSWORTH	1222	TAG NO.	INVOICE DATE 05/08/13	INVOICE NO.
	LABOR RATE	LICENSE NO. NEW	MILEAGE 33,146	COLOR INGOT SILVE	STOCK NO. 113402
BRIGHTON, MI	YEAR / MAKE / MODEL 11/FORD TRUCK/EXPLORER/4WD XLT	DELIVERY DATE 04/21/11	DELIVERY MILES	SELLING DEALER NO.	PRODUCTION DATE
	VEHICLE I.D. NO. 1 F M H K 8 D 8 3 B G A	R.O. DATE 05/03/13			
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

JOB# 8 CHARGES  
LABOR  
# 8 30 FOZZ AUTO TRANS CONCERN TECH(S) 1111 WARRANTY

CUSTOMER STATES THAT TRANSMISSION IS JERKY AT LOW TO MEDIUM SPEEDS  
P66  
7A100/42  
VERIFY CONCERN CHECK CODES NONE CHECK OASIS TSB 11-12-10  
APPLIES DRAIN TRANS AND REMOVE VALVE BODY REPLACE BOTH SEP PLATES AND REMOVE CHECK BALL PER TSB REASSEMBLE AND FILL WITH FLUID ROADTEST AND RECHECK OK  
1111 M/O 33152

**DISCLAIMER OF WARRANTIES**  
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PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	BT4Z-7Z490-B	PLATE AND GA			WARRANTY
	1	7T4Z-7Z490-D	PLATE AND GA			WARRANTY
	7	XT-10-QLVC DPA	OIL - AUTOMA			WARRANTY
TOTAL - PARTS				0.00		

JOB# 8 TOTALS  
JOB# 8 JOURNAL PREFIX FOCs JOB# 8 TOTAL 0.00

JOB# 9 CHARGES  
LABOR  
# 9 01 FOZ6 GENERAL REPAIR TECH(S) 1111 0.00

CUSTOMER STATES THAT ELECTRONIC DISPLAY GOES BLANK INT  
CVC  
HOTLINE CONTACT 106296226. NEED MORE INFO FROM CUSTOMER AND COMPARE TO HOTLINE RESPONSE. STAPLED TO RO

JOB# 9 TOTALS  
JOB# 9 JOURNAL PREFIX FOCs JOB# 9 TOTAL 0.00

JOB# 10 CHARGES  
LABOR  
# 10 00 FOZ18 GENERAL REPAIR TECH(S) 1111 0.00

CUSTOMER STATES THAT AFTER STARTING VEHICLE AND PUTTING IN REVERSE REAR VIEW CAMERA DID NOT WORK  
HOTLINE CONTACT 106296600. COULD NOT VERIFY CONCERN NO CODES OR MESSAGES

JOB# 10 TOTALS  
JOB# 10 JOURNAL PREFIX FOCs JOB# 10 TOTAL 0.00

JOB# 11 CHARGES  
LABOR  
# 11 00 FOZ02 28 95 DEF (GOOD) TECH(S) 1111 11.70

**SERVICE DEPT. HOURS**  
MONDAY - FRIDAY  
7:00 AM - 6:00 PM  
SATURDAY  
8:00 AM - 4:00 PM



**VARSITY FORD**  
3480 JACKSON RD. P.O. BOX 2507  
ANN ARBOR, MICHIGAN 48106  
(734) 996-3660  
1-800-875-3673  
www.varsityautos.com

BY	GUIDE
BY	KEE
BY	
BY	

The Reynolds and Reynolds Company, EBANISTON, OH 43017

RONALD J. BOLZ  
CHRISTOPHER M. LOVASZ  
STEVEN S. TOTH  
CHRISTOPHER A. WINKLER

CONSUMER  
LEGAL  
SERVICES, P.C.

30928 FORD ROAD  
GARDEN CITY, MI 48135  
(734) 261-4700  
FAX (734) 261-4737

ATTORNEYS AND COUNSELORS

www.LemonAuto.com

September 2, 2014

Stanford Brothers, Inc.  
d/b/a Varsity Ford  
c/o Michael Stanford  
3480 Jackson Rd.  
Ann Arbor, MI 48103

Ford Motor Company  
c/o The Corporation Company  
30600 Telegraph Rd.  
Bingham Farms, MI 48025

RE: 2011 Ford Explorer  
VIN: 1FMHK8D83BGA [REDACTED]

To Whom it May Concern:

Please be advised that I represent [REDACTED] regarding the sale of the above-referenced vehicle purchased at Varsity Ford on or about April 21, 2011. [REDACTED] pursuant to the Michigan Uniform Commercial Code, which covers breach of express and implied warranties, revocation of acceptance and other rights and remedies, the Michigan New Motor Vehicle Warranties Act (commonly referred to as the "Lemon Law"), the Michigan Consumer Protection Act, the Federal Magnuson-Moss Warranty Act and other rights and remedies, does hereby revoke acceptance of the 2011 Ford Explorer, and is prepared to file suit to effect revocation of acceptance, cancellation of the sale, return of the vehicle, and payment to him of all monies expended, putting him back in the position he was prior to the contract.

[REDACTED] intends to hold Varsity Ford and Ford Motor Company liable for all other foreseeable damages due to the nonconforming vehicle and breach of warranty, including attorneys' fees incurred with enforcing his rights pursuant to the following: M.C.L.A. 440.2313, M.C.L.A. 440.2314, M.C.L.A. 445.911 Sec. 11(b)(2), 15 USC 2310(d)(2), M.C.L.A. 257.1407(2), M.C.L.A. 440.2715(1) Cady v. Dick Loehr's, 100 Mich App 543; 299 NW2d 69 (1980).

Varsity Ford  
Ford Motor Company  
September 2, 2014  
Page Two

Since the date [REDACTED] took delivery, the 2011 Ford Explorer has been in for repairs on numerous occasions and been out of service due to defects for an excessive amount of time. If you do not contact us in writing within 7 days of this letter and acknowledge your breach of warranties and sale of a nonconforming good, we will bring an action seeking all remedies available under the law.

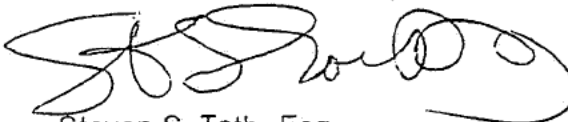
If I do not hear from you within 7 days, I will assume that you refuse to acknowledge your breach of warranty and the nonconforming nature of the vehicle. Please be advised that if you do not allow return of the vehicle, my client will be forced to continue to use the vehicle to mitigate his damages. However, if you wish for [REDACTED] to discontinue use of the vehicle and thereby increase his damages, please advise me in writing immediately. If I do not hear otherwise, I will assume that you authorize his continued use of the vehicle to minimize his damages.

Please be advised that we are asserting an attorney's lien on any and all proceeds in this matter. All further communications with [REDACTED] must be directed through my office.

Thank you for your anticipated cooperation.

Very truly yours,

CONSUMER LEGAL SERVICES, P.C.

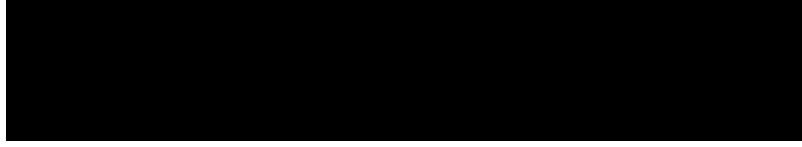


Steven S. Toth, Esq.

SST/klw

cc: [REDACTED]

# Lawsuit





**Service of Process  
Transmittal**

04/03/2014

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
One American Road, WHQ 421-E6  
Dearborn, MI 48126

**RE:** Process Served in Indiana

**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:** [REDACTED] and [REDACTED] P(lt)s. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Summons, Appearance and Jury Demand, Complaint(s), Exhibit(s)

**COURT/AGENCY:** Lake County Superior Court, IN  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Manufacturing Defect - Ford Truck Explorer, VIN - 1FM5K7D83DGA [REDACTED] Seeking - \$38,387.61

**ON WHOM PROCESS WAS SERVED:** C.T Corporation System, Indianapolis, IN

**DATE AND HOUR OF SERVICE:** By Certified Mail on 04/03/2014 postmarked on 04/01/2014

**JURISDICTION SERVED:** Indiana

**APPEARANCE OR ANSWER DUE:** Within 23 days after receipt

**ATTORNEY(S) / SENDER(S):** Scott M. Cohen  
Krohn & Moss, Ltd.  
10 North Dearborn St  
3rd Floor  
Chicago, IL 60602  
312-578-9428

**ACTION ITEMS:** CT has retained the current log, Retain Date: 04/03/2014, Expected Purge Date: 04/08/2014  
Image SOP  
Email Notification, Chris Dzbanski cdzbanski@ford.com

**SIGNED:** C.T Corporation System  
**PER:** Amy McLaren  
**ADDRESS:** 150 West Market Street  
Suite 800  
Indianapolis, IN 46204  
**TELEPHONE:** 800-592-9023

090 LIT 2014 APR 4 PM 6:12Z

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action; the amount of damages; the answer date; or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

MICHAEL A. BROWN  
CLERK LAKE SUPERIOR COURT  
3711 MAIN STREET  
EAST CHICAGO, IN 46312



ADDRESS SERVICE REQUESTED



Hasler

04/01/2014

US POSTAGE

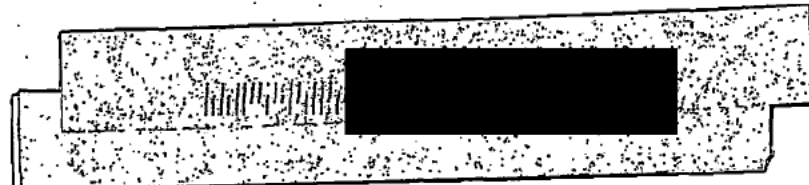
FIRST-CLASS MAIL

\$07.61<sup>0</sup>



ZIP 46307  
011D12603004

Ford Motor Company  
c/o CT Corporation System  
150 W. Market Street Suite 800  
Indianapolis, IN 46204



STATE OF INDIANA )  
 ) S.S.  
COUNTY OF LAKE )

Lake County Clerk's Office  
2293 N. Main Street  
Crown Point, Indiana 46307  
(219) 755-3461

Filed in Clerk's Office

[Redacted]

Plaintiff(s)

Cause No: MAR 24 2014

[Redacted]

*Michael A. Brown*

CLERK LAKE CIRCUIT COURT

FORD MOTOR COMPANY

Defendant(s)

# S U M M O N S

THE STATE OF INDIANA TO THE DEFENDANT:

Ford Motor Company  
c/o CT Corporation System  
150 W. Market Street, Suite 800  
Indianapolis, IN 46204

You have been sued by the person(s) identified as "Plaintiffs" in the Court stated above.

The nature of the suit against you is stated in the COMPLAINT which is attached to this SUMMONS. It also states the demand which Plaintiffs have made against you.

You must either personally or by your attorney file your written answer to the COMPLAINT with the Clerk within twenty (20) days commencing the day after this SUMMONS and the COMPLAINT were personally served upon you or your agent or left for you by the Sheriff or other process server.

In the event the SUMMONS and COMPLAINT were left for you and you then receive by first class mail (not certified) a copy of the SUMMONS alone, this mailing is merely a confirmation that the SUMMONS and COMPLAINT were previously left for you. You should not consider the date on which you receive the mailed SUMMONS as the commencement date for the time period allowed for your answer. Rather, the time period allowed for your written answer commences on the date when the SUMMONS and COMPLAINT were first personally served upon you or your agent or left for you by the Sheriff or other process server.

However, if you or your agent first received the SUMMONS and the COMPLAINT by certified mail, you have twenty-three (23) days from the date of receipt to file your written answer with the Clerk.

If you fail to answer the COMPLAINT of the Plaintiffs within the times prescribed herein, judgment will be entered against you for the Plaintiffs have demanded.

If you claim against the Plaintiffs arising from the same transaction or occurrence, you may be required to assert such claim in writing together with your written answer.

The following manner of service is hereby designated: Certified Mail by attorney

KROHN & MOSS, LTD.  
Scott M. Cohen  
Attorney for Plaintiffs  
10 North Dearborn Street, 3<sup>rd</sup> Floor  
Chicago, Illinois 60602  
(312)-578-9428  
Attorney No. 21489-45

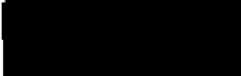
Date: 3-13-2014  
*Michael A. Brown*

CLERK OF THE SHELBY CIRCUIT AND SUPERIOR COURTS

By: *Sharon Perry*  
Deputy Clerk

[Redacted]

IN THE SUPERIOR COURT  
LAKE COUNTY, INDIANA



Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

Filed in Clerk's Office

MAR 24 2014

*Michael J. Brown*  
CLERK LAKE CIRCUIT COURT

No.



APPEARANCE AND JURY DEMAND BY ATTORNEY IN CIVIL CASE

Party Classification: Initiating  Responding  Intervening

- 1. The undersigned attorney and all attorneys listed on this form now appear in this case for the following party member(s):
- 2. Applicable attorney information for service as required by Trial Rule 5 (B) (2) and for case information as required by Trial Rules 3.1 and 77 (B) is as follows:

Name: Scott M. Cohen Atty Number: 21489-45  
 Name: John Barker Atty Number: 22885-49  
 Address: 10 N. Dearborn St. Phone: (312) 578-9428 ext. 217 (Cohen), 252 (Barker)  
3rd Floor Fax: (866) 431-5576  
Chicago, Illinois 60602 Computer Addresses: scohen@consumerlawcenter.com;  
jbarker@consuemrlawcenter.com

- 3. There are other party members: Yes  No  (If yes, list on continuation page)
- 4. If first initiating party filing this case, the Clerk is requested to assign this case the following Case Type under Administrative Rule 8-(b)(3): Civil Plenary (PL)
- 5. I will accept service by FAX at the above noted number: Yes  No
- 6. This case involves support issues. Yes  No  (If yes, supply social security numbers for all family members on continuation page.)
- 7. There are related cases: Yes  No  (If yes, list on continuation page)
- 8. This form has been served on all other parties. Certificate of Service is attached: Yes  No
- 9. Additional information required by local rule:

\_\_\_\_\_  
 Attorney at Law  
 Attorney information shown above

IN THE SUPERIOR COURT  
LAKE COUNTY, INDIANA

[Redacted]

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

[Redacted]

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No.

Filed in Clerk's Office

MAR 24 2014

*Michael Robinson*  
CLERK LAKE CIRCUIT COURT

The decision of the Court should be summarized as follows in the Chronological Case Summary under this cause number:

Plaintiffs file Plaintiffs' Complaint and Appearance.

A full text order of this decision for the Record of Judgments and Orders is attached:

Yes \_\_\_\_\_ No X

Submitted By:

KROHN & MOSS, LTD.  
Scott M. Cohen  
Attorney for Plaintiffs  
10 N. Dearborn Street, 3rd Floor  
Chicago, Illinois 60602  
(312) 578-9428  
Attorney No. 21489-45

Opposing Counsel:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved/Date:

\_\_\_\_\_  
JUDGE

IN THE SUPERIOR COURT  
LAKE COUNTY, INDIANA

[REDACTED]

Plaintiffs,

v.

FORD MOTOR COMPANY

Defendant.

No. 45CO 1-1405PL 003-8

Filed in Clerk's Office

MAR 24 2014

*M. J. [Signature]*  
CLERK LAKE CIRCUIT COURT

COMPLAINT

COME NOW the Plaintiffs, [REDACTED] and [REDACTED], by and through Plaintiffs' attorneys, KROHN & MOSS, LTD., and for Plaintiffs' Complaint against Defendant, FORD MOTOR COMPANY, alleges and affirmatively states as follows:

PARTIES

1. Plaintiffs, [REDACTED] and [REDACTED] ("Plaintiffs"), are individuals who at all times relevant hereto reside in the State of Indiana.
2. Defendant, FORD MOTOR COMPANY ("Manufacturer"), is a foreign corporation authorized to do business in the State of Indiana and is engaged in the manufacturer and/or distribution of motor vehicles and related equipment and services. Manufacturer is also in the business of marketing, supplying and selling written warranties to the public at large through a system of authorized dealerships, including Smith Motors in Lowell, Indiana ("Seller"). Manufacturer does business in all counties of the State of Indiana.

## BACKGROUND

3. On or about July 25, 2012, Plaintiffs purchased from Seller a 2013 Ford Truck Explorer ("Explorer"), Vehicle Identification No. 1FM5K7D83DGA [REDACTED] for valuable consideration. (A copy of Plaintiffs' purchase contract is attached hereto and marked as Exhibit "A").

4. The price of the Explorer, excluding registration charges, document fees, sales tax, and other collateral charges, such as bank and finance charges, totaled \$38,387.61.

5. In consideration for the purchase of the Explorer, Manufacturer issued and supplied to Plaintiffs several written warranties, including a three (3) year or thirty-six thousand (36,000) mile factory warranty, as well as other standard warranties fully outlined in the Manufacturer's written warranty booklet.

6. Manufacturer engages in nationwide advertising campaigns to sell and/or distribute vehicles, including the subject vehicle, to the public through a system of authorized selling agents of Manufacturer, including Seller herein.

7. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to post Manufacturer's name and logo on a sign outside of the Seller's place of business.

8. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to produce to Seller's customers brochures for the sale of Manufacturer's vehicles that are printed and authored by Manufacturer.

9. Manufacturer's authorized selling agents, including the Seller herein, are required by Manufacturer to enter into written sales and servicing agreements with Manufacturer.

10. Manufacturer requires all authorized selling agents, including Seller herein, to provide customers, including Plaintiffs herein, with Manufacturer's written warranty described above at the time of sale.

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11. In requiring Seller to provide Manufacturer's written warranty, Manufacturer undertakes, at the time of sale, the responsibility of repairing its vehicles, including the subject vehicle herein, and makes the accompanying promise to repair in consideration for the sale of the vehicle.

12. Manufacturer issues and supplies to consumers, including Plaintiffs herein, its written warranty described above as an inducement for the sale of the subject vehicle.

13. Manufacturer provides Seller with a hidden rebate/commission after Plaintiffs' purchase of the subject vehicle that is not reflected on Plaintiffs' purchase documents as an incentive to Seller selling Manufacturer's automobiles as an agent to Manufacturer.

14. On or about July 25, 2012, Plaintiffs took possession of the Explorer and shortly thereafter experienced the various defects and/or non-conformities listed below that substantially impair the use, value and/or safety of the Explorer.

15. Plaintiffs brought the Explorer to Seller and/or other authorized service dealers of Manufacturer for various defects and non-conformities, including but not limited to the

following:

- a. Defective trim items and body as evidenced by a loose or excessive piece of material from the rear sunshade, a rattling noise where the dash meets the window; the front passenger door and hood is misaligned; the right front fender is loose and misaligned; the right front "A" pillar trim gap is larger than the driver's side and the front passenger dashboard seats lower than the left front side column and squeaks; and
  - b. Defective sound system as evidenced by excessive static in the radio and the failure of the antenna;
  - c. Defective brakes as evidenced by the brakes feeling mushy;
  - d. Defective electrical system/My Ford Touch System as evidenced by the system not recognizing names and not working properly;
  - e. Any additional complaints made by Plaintiffs that are contained in Defendant's records or on any dealer repair orders.
16. The defects and/or non-conformities in the vehicle render it unfit for its ordinary

purpose in that the Explorer did not provide Plaintiffs with reliable transportation and the vehicle was not substantially free from defects and/or non-conformities.

17. Manufacturer was unable and/or failed to adequately repair the Explorer after being afforded a reasonable number of attempts to do so.

18. The limited repair or replacement of defective parts remedy contained in Manufacturer's warranty failed of its essential purpose pursuant to I.C. 26-1-2-719(2) due to Manufacturer's failure to repair the Explorer within a reasonable time.

19. Manufacturer was unable and/or failed to adequately repair the defects and/or non-conformities in the Explorer as provided in Manufacturer's warranty after being afforded a reasonable opportunity to do so pursuant to 15 U.S.C. § 2310(e).

20. Plaintiffs justifiably lost confidence in the Explorer's safety and/or reliability, and said defects have substantially impaired the value of the Explorer to Plaintiffs.

21. Said defects could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Explorer.

22. Per the directive in Manufacturer's written warranty as described above, Manufacturer designated its authorized dealers as the entities to receive notice of defects in the Explorer for purposes of performing repairs on the vehicle.

23. Manufacturer was further notified of the defects in Plaintiffs' vehicle as a result of Manufacturer's approval of warranty claims on the vehicle and reimbursement to its dealers of the same.

24. As a result of the defects and non-conformities in the Explorer and Manufacturer's failure to timely repair the same, on January 22, 2014, Plaintiffs notified

Manufacturer of the defects in writing and revoked acceptance of the vehicle. (A copy of said letter is attached hereto and marked as Exhibit "B").

25. At the time of revocation, the Explorer was in substantially the same condition as at delivery except for damage caused by its own defects and ordinary wear and tear.

26. Manufacturer refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs is entitled upon revocation.

27. The Explorer remains in a defective and unmerchantable condition, and continues to exhibit the above mentioned defects and/or non-conformities that substantially impair its use, value and/or safety.

28. Plaintiffs have been and will continue to be financially damaged due to Manufacturer's failure to comply with the provisions of its written and implied warranties.

29. Plaintiffs submitted to Manufacturer's informal dispute procedure, the Better Business Bureau ("BBB") prior to filing this Complaint and the BBB refused to hear Plaintiffs' demand for arbitration and unilaterally determined Plaintiffs was not eligible for the same. (A copy of the decision from the Better Business Bureau finding Plaintiffs' claim ineligible for arbitration is attached as Exhibit "C").

**COUNT I**  
**BREACH OF WRITTEN WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

30. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

31. Plaintiffs are purchasers of a consumer product who received the Explorer during the duration of a written warranty period applicable to the Explorer and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

32. Manufacturer is a person engaged in the business of making a consumer product directly available to Plaintiffs.

33. Seller is an authorized dealership/agent of Manufacturer designated to perform repairs on vehicles under Manufacturer's automobile warranties.

34. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C. § 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Explorer was manufactured, distributed, sold and purchased after July 4, 1975, and costs in excess of ten dollars (\$10.00).

35. Plaintiffs' purchase of the Explorer was accompanied by written factory warranties for any non-conformities or defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Explorer to repair the Explorer or take other remedial action free of charge to Plaintiffs with respect to the Explorer in the event that the Explorer failed to meet the specifications set forth in said undertaking.

36. Said warranties were the basis of the bargain of the contract between the Plaintiffs and Manufacturer for the sale of the Explorer to Plaintiffs.

37. Said purchase of Plaintiffs' Explorer was induced by, and Plaintiffs relied upon, these written warranties.

38. Plaintiffs have met all of their obligations and preconditions as provided in the written warranties.

39. As a direct and proximate result of Manufacturer's failure to comply with its written warranties, Plaintiffs have suffered damages and, in accordance with 15 U.S.C. § 2310(d), Plaintiffs is entitled to bring suit for such damages and other legal and equitable relief.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;

- b. Incurred and/or needed costs of repair;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
- d. Such other and further relief that the Court deems just and appropriate.

**COUNT II**  
**BREACH OF IMPLIED WARRANTY**  
**PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

40. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

41. The Explorer purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. § 2301(7) running from the Manufacturer to the intended consumers, Plaintiffs herein.

42. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly available to Plaintiffs.

43. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

44. Pursuant to 15 U.S.C. § 2308, Plaintiffs' Explorer was impliedly warranted to be substantially free of defects and non-conformities in both material and workmanship, and thereby fit for the ordinary purpose for which the Explorer was intended.

45. The Explorer was warranted to pass without objection in the trade under the contract description, and was required to conform to the descriptions of the vehicle contained in the contracts and labels.

46. The above described defects in the Explorer render the Explorer unfit for the ordinary and essential purpose for which the Explorer was intended.

47. As a result of the breaches of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid or in the alternative applicable damages pursuant to section 2-714 of the Commercial Code, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
- d. Such other and further relief that the Court deems just and appropriate.

**COUNT III**  
**REVOCAION OF ACCEPTANCE PURSUANT TO SECTION 2310(d)**  
**OF THE MAGNUSON-MOSS WARRANTY ACT**  
**MANUFACTURER**

48. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

49. Manufacturer's tender of the Explorer was substantially impaired to Plaintiffs.

50. Manufacturer's tender of the Explorer, which was substantially impaired to Plaintiffs, constitutes a violation of 15 U.S.C. § 2310(d).

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Return of all monies paid, satisfaction of all liens, and all incidental and consequential damages incurred;
- b. Incurred and/or needed costs of repair;
- c. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred by the Plaintiffs; and,
- d. Such other and further relief that the Court deems just and appropriate.

**COUNT IV**  
**INDIANA MOTOR VEHICLE PROTECTION ACT**

51. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-29 of this Complaint.

52. Plaintiffs have presented the Explorer to Seller and/or other authorized service

dealers of Manufacturer within the term of protection and have tendered the subject vehicle four (4) or more times for the same defects and/or non-conformities, and those defects and/or non-conformities continue to exist and/or the Explorer have been out of service for thirty (30) business days and the non-conformities continued to exist after the thirtieth (30<sup>th</sup>) business day.

53. Pursuant to the Act, the Explorer does not conform to the express warranties issued to Plaintiffs by Manufacturer.

54. Pursuant to the Act, Plaintiffs are entitled to a refund of the full price of the vehicle, including all collateral charges and finance charges, and/or a replacement vehicle, plus all attorneys' fees and costs.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

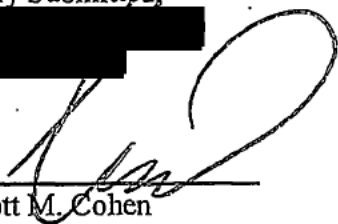
- a. Return of the Explorer's purchase price and all incidental and consequential damages incurred by Plaintiffs;
- b. Incurred and/or needed costs of repair;
- c. Return of all finance charges incurred by Plaintiffs for the Explorer;
- d. All reasonable attorneys' fees, witness fees, court costs and other fees incurred by the Plaintiffs, and;
- e. Such other and further relief that this Court deems just and appropriate.

**JURY DEMAND**

\* Plaintiffs demand trial by jury on all issues in this action.

Respectfully Submitted,

[Redacted Signature]

By:   
Scott M. Cohen

KROHN & MOSS, LTD.  
Attorneys for Plaintiffs  
10 North Dearborn St, 3<sup>rd</sup> Floor  
Chicago, Illinois 60602  
(312) 578-9428  
Attorney No: 21489-45

**EXHIBIT A**

RETAIL ORDER FOR A MOTOR VEHICLE

07/25/12

DATE

TO SMITH FORD OF LOWELL, INC.  
DEALER'S NAME  
 1777 E. COMMERCIAL AVE.  
STREET ADDRESS  
 LOWELL IN 46356  
CITY STATE  
 LAWRENCE R WAGNER  
SALESPERSON

PURCHASER'S NAME  
STREET ADDRESS  
 CROWN POINT IN  
CITY STATE ZIP  
RES. PHONE BUS. PHONE

PLEASE ENTER MY ORDER FOR THE FOLLOWING  NEW  USED   
 YEAR 2013 MAKE FORD TRUCK MODEL OR SERIES EXPLORER BODY TYPE XLT FWD COLOR STERLING GRAY  
 VIN 1FMSK7D83DG STOCK NO. TO BE DELIVERED ON OR ABOUT

CASH DELIVERED PRICE OF VEHICLE	\$ 38387.61	USED VEHICLE TRADE-IN AND/OR OTHER CREDITS	
ACCESSORIES	\$	MAKE OF TRADE-IN	
SERVICE CONTRACT	1395.00	YEAR	MODEL
DOC FEE	100.00	BODY	
		VIN	
		BALANCE OWED TO	
		ADDRESS	
		USED TRADE-IN ALLOWANCE	\$ NONE
		BALANCE OWED ON TRADE-IN	NONE
		NET ALLOWANCE ON USED TRADE-IN	\$ NONE
		DEPOSIT OR CREDIT BALANCE	38487.61
		DOWN PAYMENT (Trans. to Left Col.)	\$ 38487.61

REMARKS  
 DEAL# 9627

CASH SALE PRICE OF DESCRIBED MOTOR VEHICLE	\$ 39882.61	
STATE AND LOCAL TAXES	2784.78	THIRD PARTY REBATE \$ 1500.00
LICENSE, LICENSE TRANSFER, TITLE, REGISTRATION FEE	15.00	

1. TOTAL PRICE OF UNIT	\$ 42682.39	
2. DOWN PAYMENT:	\$ 38487.61	
consisting of \$ 38487.61 in cash		
and/or \$ NONE net trade-in		
allowance on trade-in; see statement in		
right hand column for details.		
3. UNPAID CASH BALANCE DUE ON DELIVERY	\$ 4194.78	
(difference between items 1 and 2)		

Attention Used Car Buyers: If you are buying a used vehicle with this contract, federal regulations may require a special buyers guide to be displayed on the window of the vehicle. 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.

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER 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 OR FITNESS FOR A PARTICULAR PURPOSE: (A) ON ALL GOODS AND SERVICES SOLD BY DEALER, AND (B) ON ALL USED VEHICLES WHICH ARE HEREBY SOLD "AS IS - NOT EXPRESSLY WARRANTED OR GUARANTEED".

The front and back of this Order comprises the entire agreement effecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, and hereby acknowledge receipt of a copy of this order.

[Redacted Signature]

7/25/12

DATE

ACCEPTED BY:

*Deane Cooper*  
 DEALER OR AUTHORIZED REPRESENTATIVE

FORM NO. VBO-08180 © 1993 Reynolds and Reynolds. TO ORDER: www.reynolds.com, 1-800-344-0296, ext 1-800-531-4025. The dealer makes no warranty, express or implied, as to the content of this form for purposes of this form. Consult your legal counsel.

**EXHIBIT B**

# Krohn & Moss, Ltd.

Main Office  
10 N. Dearborn St, 3rd Floor  
Chicago, IL 60602  
www.krohnandmoss.com

Writer's Direct Number  
(512) 578-9428 Ext. 217  
Writer's Direct Facsimile  
(866) 431-5576  
Writer's Direct E-Mail  
sohca@oas.com or lawcenter.com  
www.krohnandmoss.com

Licensed to practice  
only in:  
Illinois  
Indiana

January 22, 2014

Ford Motor Company  
Customer Relationship Center  
16800 Executive Plaza Drive  
PO Box 6248  
Dearborn, MI 48126

RE: [REDACTED] Ford Motor Company  
Vehicle: 2013 Ford Explorer  
VIN: 1FM5K7D83DGA [REDACTED]  
Our File No: [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the Indiana Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

Having been formally notified of our representation, you are instructed not to contact our clients 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.

Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.

There are numerous defects and non-conformities present in my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective trim items and body as evidenced by a loose or excessive piece of material from the rear sunshade, a rattling noise where the dash meets the window, the front passenger door and hood is misaligned, the failure of the driver's side rear door weather stripping, the right front fender is loose and misaligned, the right front "A"

pillar trim gap is larger than the driver's side and the front passenger dashboard seats lower than the left front side column and squeaks; and

2. Defective sound system as evidenced by excessive static in the radio and the failure of the antenna;
3. Defective brakes as evidenced by the brakes feeling mushy;
4. Defective electrical system/My Ford Touch System as evidenced by the system not recognizing names and not working properly; and
5. Any additional complaints made by our clients that are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

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. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code §2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in

January 22, 2014

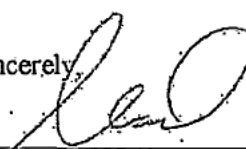
handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need the return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable 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, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100,00, plus any loss caused to my clients by your failure to do so.

Our attorneys' fees are minimal at this stage and we would prefer to resolve this case without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,



---

Scott M. Cohen  
Attorney at Law

SC/sc

cc: [REDACTED]

**EXHIBIT C**



**BBB AUTO LINE**  
**Council of Better Business Bureaus, Inc.**  
**4200 Wilson Blvd, Suite 800**  
**Arlington, VA 22203**

To: [REDACTED]  
From:  
Subject: 00290865

---

**Message:**

**BBB AUTO LINE**



February 19, 2014

MR [REDACTED]  
[REDACTED]  
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 1FM5K7DB3DGA [REDACTED]

Dear Mr. [REDACTED]:

I would like to thank you for your interest in the BBB AUTO LINE program. Unfortunately, after carefully reviewing your claim and the program eligibility standards set out in the *Program Summary*, I have determined that your vehicle exceeds the mileage requirement for filing with the BBB AUTO LINE program.

I regret we will not be able to help you.

Sincerely,

Edith Newton at Extension 512

CC: Teresa Pontillo

**Council of Better Business Bureaus, Inc.**

3033 Wilson Boulevard, Suite 600 - Arlington, VA - 22201 Phone 800.955.5100 - Fax: 703.247.9700



## BBB AUTO LINE

February 19, 2014

MR [REDACTED]  
[REDACTED]  
CHICAGO IL [REDACTED]

Re: [REDACTED] vs Ford Motor Corporation 1FM5K7DB3DGA [REDACTED]

Dear Mr. [REDACTED]:

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I regret we will not be able to help you.

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Edith Newton at Extension 512

CC: Teresa Pontillo

WRTAC

# Krohn & Moss, Ltd.

*Main Office*  
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Chicago, IL 60602  
www.krohnandmoss.com

FEB 19 2014

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*Licensed to practice  
only in:  
Illinois  
Indiana*

February 17, 2014

VIA FACSIMILE: 703-247-9700  
AND ELECTRONIC MAIL  
(With Delivery Confirmation)

Council of Better Business Bureau, Inc.  
Attn.: Maury Umanzor and Donna Patterson  
4200 Wilson Boulevard  
Suite 800  
Arlington, VA 22203-1838

RE: [REDACTED] v. Ford Motor Company

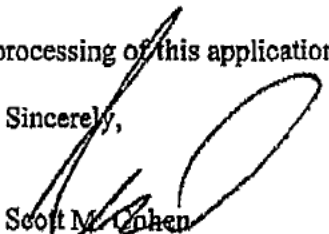
Dear Mr. Umanzor:

Please find enclosed my clients' application for arbitration with the Better Business Bureau. Per the program summary identified on your website, we are requesting a documents-only hearing. My clients' written position has been stated in this initial application. My clients request a refund under the Indiana Lemon Law and Magnuson-Moss Warranty Act based on the manufacturer's failure to repair defects in the vehicle after being afforded a reasonable number of attempts to do so. Additionally, my clients request payment of my firm's attorney's fees incurred.

As my clients are represented by counsel, please do not contact my clients directly for any matters. Please call or email me if you have any questions regarding this matter. Finally, please send any written notices regarding this matter via fax (866-431-5576) or email to my attention.

Thank you for your cooperation and timely processing of this application.

Sincerely,

  
Scott M. Cohen  
Attorney at Law

SC/df  
Enclosures

### BBB AUTO LINE Customer Claim Form

Case number:  
Contact Date:  
Start Date:

Please make any necessary corrections to the information below, print or verify your VIN number and lender/leasing company information at the bottom of this page, and complete the missing information in Section 4 on the next page (attach additional sheets as needed)

#### SECTION 1: CUSTOMER INFORMATION

Titled [REDACTED]		
Mailing address: [REDACTED]		
City: Chicago	State: IL	Zip code: [REDACTED]
Day phone: [REDACTED]	Evening phone: [REDACTED]	Cell phone: [REDACTED]
Fax: [REDACTED]	E-mail address: [REDACTED]	

#### SECTION 2: VEHICLE INFORMATION

Make: Ford	Model: Explorer	Year: 2013	Current mileage: 45,000
Name(s) that appears on the vehicle title: [REDACTED]			
Selling dealer/city/state: Smith Motors (Lowell, Indiana)			
Primary Servicing dealer/city/state: Smith Motors (Lowell, Indiana)			
Acquired as <input checked="" type="checkbox"/> new <input type="checkbox"/> used <input type="checkbox"/> demo <input type="checkbox"/> leased		Is the vehicle in your possession? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no	
Purchase/lease date: 07/25/2012		Mileage at purchase/lease: 385	
First repair attempt date: 08/02/2012		First repair attempt mileage: 1,305	
How often is the vehicle used for business purposes (percentage): 0 %		Number of vehicles owned or leased by the business:	Transmission type: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual
Has the vehicle been in an accident/had body damage? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			Date of accident:
Description of damage:			

#### SECTION 3: DESIRED OUTCOME (Describe what you want done to resolve your concern)

VIN: 1FM5K7DB3DGA [REDACTED] / Vehicle Repurchase plus Attorneys' fees and costs.

Please complete the missing information in the box below and on page 2.

VEHICLE IDENTIFICATION NUMBER	
Lienholder/Leasing Company: Member Source Credit Union	Phone Number: 800-240-5183
Account Number: [REDACTED]	

**SECTION 4: VEHICLE PROBLEMS (List primary problem first)**

Problem	Servicing dealer(s)	# of repair attempts	List the date, mileage, and days out of service for each repair attempt	Does the problem exist now?
<b>Example:</b> A/C won't cool properly	Any Dealer, Inc.	2	4/25/06 - 500 miles, 5 days 6/10/07 - 12,700 miles, 1 day	Yes
PLEASE	SEE		ENCLOSED	

Total days out of service for all problems: 21 plus days (enterprise rental)

Signature of Titled [REDACTED] Date 2/8/2014  
I am submitting this dispute for resolution in the BBB AUTO LINE program, and I agree to arbitrate the dispute under the BBB AUTO LINE Arbitration Rules.

Please mail or fax this completed form with copies of all available repair orders, your vehicle registration, your sales agreement or lease agreement, and any other relevant documents (e.g., written correspondence with the manufacturer, etc.) to:

**BBB AUTO LINE**  
4200 Wilson Blvd., Suite 800  
Arlington VA, 22203-1838  
Fax: 703-247-9700

Date of Repair	Mileage	Description of Problem/Repair	Defects	Result
08/03/12	1,305	Rear sunshade front LT corner when open and close sunshade piece of material loose piece is on headliner	Electrical/Trim	Compared to like vehicle material customer saw was excess trimmed
		RT front fender rear lower seems loose	Body and Trim	Checked under RT side fender/bumper nothing bent all parts intact
		Radio AM and FM has a lot of static	Electrical	Neo to order antenna base assy
		Check speaker operation wants to make sure o.k. Bass was turned all the way up	Electrical	All speaker working properly
		Seems like 1 <sup>st</sup> initial push on brake pedal feels mushy	Brakes	Checked brake pedal operation to another like vehicle felt the same
08/28/12	4,541	Radio concern	Electrical/sound system	
		Align Hood	Wheels	
09/29/12	7,023	Vehicle Inspection	Inspection	Battery status green, good brakes, good tires
03/02/13	18,704	Vehicle Inspection	Inspection	Battery status green, good brakes, good tires
03/12/13-03/28/13	19,518	RT front side "A" pillar trim gap seems larger than driver side. Passenger front dash board seats lower than front LF side column	Trim	Verified concern. Found RF A-Pillar trim loose and mis-align install new trim, ok now
		When cold you can hear a rattle coming from the front where dash meets window	Trim	Verified concern Found RF A-Pillar trim loose and mis-align install new trim, ok now
		Sublet to align RF fender	Body and Trim	
		Inspect APIM software level - update not required DP # 12A04A 0.2	Recall	Campaign completed
06/25/13	24,535	Vehicle Inspection	Inspection	Battery status green, good brakes, good tires
08/03/13	28,979	Vehicle Inspection	Inspection	Battery status green, good brakes, good tires
08/05/03-08/16/13		Fuel delivery module	Fuel System	Campaign completed
		Am radio not working	Electrical	Ordered antenna base
		Cost to replace driver side rear door weather stripping	Body and Trim	Advise customer to replace weather stripping EST cost \$235.00 P&L
08/26/13-08/27/13	32,069	Am Radio inop a lot of static - install sop antenna base	Electrical	Verified concern perform ACM test, perform pinpoint test found antenna base faulty, R&R headliner to gain access. Replace antenna base
		At times system does not recognize names	Electrical	Verified concern inop at times perform TSB 13-8-2 reprogram APIM
01/04/14	38,862	Vehicle Inspection	Inspection	Battery status green, good brakes, good tires, maintenance done
01/13/14-01/20/14	44,024	Cust states: left corner of upper liner around moon roof us fraying and showing wear.	Body/trim	Will need new headliner ford to help pay forward repair.
		Cust states: Piece of cloth around passenger light/coast hanger is out.	Body/Trim	Reinstalled material rechecked ok
		Customer states: when vehicle cold there is a squeak behind dash.	Body/trim	Found dash rubbing against the front by windshield installed anti rattle kit. Rechecked ok.

	<b>Customer states: had replaced antenna base assembly and at times still getting some static from radio and FM did not duplicate at this time.</b>	<b>Electrical System</b>	<b>Did not duplicate at this time.</b>



777 E. Commercial Ave. P.O. Box 218  
Lowell, IN 46356 219/696-TIRE (8473)



**Motorcraft**  
QUALITY PARTS FOR QUALITY CARS™

VEHICLE NUMBER		[REDACTED]	
CUSTOMER NUMBER		[REDACTED]	
CROWN POINT, IN		[REDACTED]	
ADDRESS		[REDACTED]	
ADDRESS PHONE		[REDACTED]	
NAME	2147	TAG NO.	[REDACTED]
LABOR RATE	UNLESS N/A	RELEASE	44,024
YEAR / MAKE / MODEL 13/FORD TRUCK/EXPLORER/EXPLORER XLT			
VIN 1FV5K7D83DG7 [REDACTED]			
P.T.E. NO.		NO. P.L.	
COLOR	GRAY/CHARCO	STOCK NO.	[REDACTED]
COMMENTS			
DELIVERY NOTES	SELLING DEALER NO.		
385			
PLD. DATE	01/13/14	INVOICE DATE	01/20/14
PLANT NUMBER		DELIVERY DATE	07/25/12
FINANCING FEE			

LABOR	UNITS	TECH(S)	
J# 1 20F0Z BODY CUST STATES: LEFT CORNER OF UPPER LINER AROUND MOOR ROOF IS FRAYING AND SHOWING WEAR. WILL NEED NEW HEADLINER FORD TO HELP PAY TOWARD REPAIR		25	0.00
J# 2 20F0Z BODY CUST STATES: PIECE OF CLOTH AROUND THE PASSENGER LIGHT/COAT HANGER IS CUT. RE-INSTALLED MATERIAL RECHECKED OK		2135	WARRANTY
J# 3 10F0Z ELECTRICAL CUST STATES: WHEN VEHICLE COLD THEIR IS A SQUEAK BEHIND DASH FOUND DASH RUBBING AGAINST THE FRONT BY WINDSHIELD INSTALLED ANTI RATTLE KIT RECHECKED OK		2135	WARRANTY
J# 4 19F0Z RADIO CUST STATES: HAD REPLACED ANTENNA BASE ASSEMBLY AND AT TIMES STILL GETTING SOME STATIC FROM RADIO AM AND FM DID NOT DUPLICATE AT THIS TIME		2135	0.00
TOTAL - LABOR			0.00

COMMENTS  
RENTAL APPROVED BY LINDA

RECOMMENDATIONS  
CUSTOMER WANTED PASS SIDE DOOR PANEL CHECKED LOWER THAN DASH  
UNABLE TO VERIFY A REPAIR NEEDED

TOTALS	
TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DTG.	0.00
TOTAL TAX	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

CUSTOMER SIGNATURE

CELL: [REDACTED]



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01/04/2014 SUMMARY HISTORY DISPLAY 3651  
14:34:09 PAGE 1

CUSTOMER NAME [REDACTED] SERIAL NO. 1F75K7D83D [REDACTED]  
TOTAL R/O'S 13 TOTAL BEV. DAYS 49 MAKE FT FORD TRUCK

LN#	RD. NO.	RD. DATE	MILES.	ADV/TUCH	OH	T	OPERATION CODE	DESCRIPTION, . . .
1	378805	01/04/2014	38962	A		2147		
				T	2140	1	C 30F0ZQ99P	VEHICLE CHECK-UP
				T	2140	2	C 11F0Z-WRKS	COUPON SPECIAL
				T	2140	3	C 30F0ZGBATT	BATTERY STATUS G
				T	2140	4	C 30F0ZGBK	GOOD BRAKES
				T	2140	5	C 30F0ZGTIRE	GOOD TIRES
				T	2140	6	C 11F0Z-DUE	**MAINTENANCE DUE
2	371073	08/26/2013	32069	A		2130		
				T	2104	1	W 19F0Z	RADIO
				T	2104	2	W 10F0Z1SYNG	STNC/MY FORD YOU
3	369665	08/05/2013	999999	A		2137		
				T	2104	1	W 35F0Z13904	FUEL DELIVERY MO
				T	2104	2	C 19F0Z	RADIO
				T	2104	3	C 20F0Z	BODY
4	369615	08/03/2013	29979	A		2137		
				T	2135	1	C 11F0Z-WRKS	COUPON SPECIAL
				T	2135	2	C 30F0ZQ99P	VEHICLE CHECK-UP
				T	2135	3	C 30F0ZGBATT	BATTERY STATUS G
				T	2135	4	C 30F0ZGBK	GOOD BRAKES
				T	2135	5	C 30F0ZGTIRE	GOOD TIRES
5	365551	05/25/2013	24516	A		2130		
				T	2135	1	C 11F0Z-WRKS	COUPON SPECIAL
				T	2135	2	C 30F0ZQ99P	VEHICLE CHECK-UP
				T	2135	3	C 30F0ZGBATT	BATTERY STATUS G
				T	2135	4	C 30F0ZGBK	GOOD BRAKES
				T	2135	5	C 30F0ZGTIRE	GOOD TIRES
6	364171	05/02/2013	20000	A		42		
				T	25	1	W 40F0Z	SUPLT
7	361955	03/27/2013	20000	A		1219		
				T	1200	1	C 52CVK	BODY
8	360947	03/12/2013	19518	A		42		
				T	25	1	W 20F0Z	BODY
				T	25	2	W 20F0Z	BODY
				T	25	1	W 20F0ZP1500H	ALIGN FR/ FENDER
				T	2135	4	W 35F0Z12A04	MY FORD TOUCH UP
9	360424	03/02/2013	18704	A		2130		
				T	2136	1	C 11F0Z-WRKS	COUPON SPECIAL
				T	2136	2	C 30F0ZQ99P	VEHICLE CHECK-UP
				T	2136	3	C 30F0ZGBATT	BATTERY STATUS G
				T	2136	4	C 30F0ZGBK	GOOD BRAKES
				T	2136	5	C 30F0ZGTIRE	GOOD TIRES
10	356283	12/22/2012	13129	A		2130		
				T	2140	1	C 11F0Z-WRKS	COUPON SPECIAL
				T	2140	2	C 30F0ZQ99P	VEHICLE CHECK-UP
11	351161	09/29/2012	7023	A		2130		
				T	2140	1	C 11F0Z-WRKS	COUPON SPECIAL
				T	2140	2	C 30F0ZQ99P	VEHICLE CHECK-UP
				T	2140	3	C 30F0ZGBATT	BATTERY STATUS G
				T	2140	4	C 30F0ZGBK	GOOD BRAKES
				T	2140	5	C 30F0ZGTIRE	GOOD TIRES

01/04/2014  
14:34:09

SUMMARY HISTORY DISPLAY

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PAGE 2

CUSTOMER NAME [REDACTED] SERIAL NO. 1PMSK7D9 [REDACTED]  
TOTAL R/O'S 13 TOTAL SERV. DAYS 49 MAKE FT FORD TRUCK

INS NO.	NO.	DATE	MILES	ADV/TECH	JH	T	OPERATION CODE	DESCRIPTION
12	349235	08/29/2012	4542	A		2138		
					T	2104	1 W 1SFOE	RADIO
					T	2104	2 C 20FO2F1661Z	ALIGN HOOD
					T	2104	3 C 20FOE	BODY
13	347501	08/03/2012	1305	A		2138		
					T	2104	1 W 20FOE	BODY
					T	2104	2 I 20FO2R	BODY
					T	2104	3 I 1SFOE	RADIO
					T	2104	4 T 1SFOE18800	RADIO SPEAKER
					T	2104	5 I 02FOZ	BRAKE REPAIR



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Lowell, IN 46356 219/696-TIRE (8473)



QUALITY PARTS FOR QUALITY CARS™

CELL: [REDACTED]



LABOR  
~~DP-1-19FZ RADIO UNITS 20 TECH(S) 2104 WARRANTY~~

CUSTOMER STATES: AM RADIO INOP-ALOT OF STATIC-INSTALL SOP  
ANTENNA BASE  
VERIFIED CONCERN PERFORM ACH TEST , PERFORM PINPOINT TEST FO  
UND ANTENNA BASE FAULTY  
RAR HEADLINER TO GAIN ACCESS. REPLACE ANTENNA BASE

~~DP-2-10FZ SYNC/HY-FORD TOUCH UNITS 0:30 TECH(S) 2104 WARRANTY~~

CUSTOMER STATES: AT TIMES SYSTEM DOES NOT RECOGNIZE NAMES  
VERIFIED CONCERN INOP AT TIMES PERFORM TSB 13-8-2  
REPROGRAM APFH.

TOTAL - LABOR 0.00  
TOTAL - PARTS 0.00  
WARRANTY 0.00

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	CP9Z-18936-B	STARCH		

COMMENTS  
DROP-OFF

TOTALS

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL G.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

RVOC NUMBER		[REDACTED]
CUSTOMER NUMBER		[REDACTED]
CROWN POINT, IN		[REDACTED]
BUSINESS PHONE		[REDACTED]
ADVISOR	TAX NO.	
RONALD EDGINGTON 2138	223	
LABOR RATE	LICENSE NO.	TALEAGE
	32,069	
YEAR/MAKE/MODEL		
13/FORD TRUCK/EXPLORER/EXPLORER XLT		
VEHICLE I.D. NO.		
1 F M S K 7 D B 3 D G [REDACTED]		
E.T.C. NO.		P.O. NO.
COLOR		STOCK NO.
GRAY/CHARCO		[REDACTED]
COMMENTS		
DELIVERY NO.	SELLING DEALER NO.	
385		
B.I. DATE	INVOICE DATE	
08/26/13	08/27/13	
REPAIR NUMBER	DELIVERY DATE	
	07/25/12	
PRODUCTION DATE		

CUSTOMER SIGNATURE

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1777 E. Commercial Ave. P.O. Box 218  
Lowell, IN 46356 219/896-TIRE (8473)



INVOICE NUMBER		[REDACTED]	
CUSTOMER NUMBER		[REDACTED]	
CROWN POINT, IN		[REDACTED]	
BUSINESS PHONE		[REDACTED]	
ADVISOR	TAX NO.	[REDACTED]	
JEFF SCHMAL	82	608	
LABOR RATE	LICENSE NO.	MILEAGE	
		19,518	
YEAR / MAKE / MODEL			
13 / FORD TRUCK / EXPLORER / EXPLORER XLT			
VEHICLE ID. NO.			
1 F M S K 7 D 8 3 D G A [REDACTED]			
R.T.A. NO.		RD. NO.	
COLOR		STOCK NO.	
GRAY/CHARCO		[REDACTED]	
COMMENTS			
RELAY/MILES		BILLING ORDER NO.	
385		[REDACTED]	
P.O. DATE		INVOICE DATE	
03/12/13		03/28/13	
REFRESH NUMBER		DELIVERY DATE	
[REDACTED]		07/25/12	
PRODUCTION DATE			
[REDACTED]			

CELL: [REDACTED]

LABOR

~~03/28/13 2007Z BODY~~ UNITS: 0.20 TECH(S): 25 WARRANTY:

CUSTOMER STATES: RT FRONT SIDE, "A" PILLAR TRIM GAP SEEMS LARGER THAN DRIVER SIDE. PASSENGER FRONT DASH BOARD SEATS LOWER THAN FRONT LF SIDE COLUMN

2:  
VERIFIED CONCERN, FOUND RT A-PILLAR TRIM LOOSE AND MIS-ALIGN  
INSTALL NEW TRIM, OK NOW

~~03/28/13 2007Z BODY~~ UNITS: 0.20 TECH(S): 25 WARRANTY:

CUSTOMER STATES: WHEN COLD YOU CAN HEAR A RATTLE COMING FROM THE FRONT WHERE DASH MEETS WINDOW.  
SEE LINE 1:

~~03/28/13 2007Z 6005 ALTERN FR/FENDER~~ UNITS: 0.25 TECH(S): 25 WARRANTY:

SUBLET TO ALIGN RE FENDER

~~03/28/13 2007Z 12004 NAV FOR DASH UPGRADE~~ UNITS: 0.50 TECH(S): 2135 WARRANTY:

NAV EQUIPPED, OPE 12A04B-.3; N/O NAV OPE 12A04C-.3  
NAV SD CARD PART# DMSZ-19H449-AA  
INSPECT APIM SOFTWARE LEVEL- UPDATE NOT REQUIRED-  
OPE 12A04A-.2  
CAMPAIGN COMPLETED

TOTAL - LABOR: 0.00

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
JOB # 1	1	DMSZ-19H449-AA	CARD		WARRANTY
JOB # 1	1	885Z-7803598-AA	HOLDZ		WARRANTY
TOTAL - PARTS				0.00	

SUBLET	PO#	VEND	INVTY	DATE	DESCRIPTION	WARRANTY
JOB # 3	72323	361955		03/26/13	ALIGN FENDER	WARRANTY
TOTAL - SUBLET						0.00

COMMENTS  
LEV:VEH:

TOTALS

TOTAL LABOR	0.00
TOTAL PARTS	0.00
TOTAL SUBLET	0.00
TOTAL S.O.G.	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC.	0.00
TOTAL TAX	0.00
<b>TOTAL INVOICE \$</b>	<b>0.00</b>

**IMPORTANT**

You may receive a questionnaire from Ford Motor Company in the next few weeks. This is our report card. If for any reason you cannot grade us **COMPLETELY (10) SATISFIED**, please contact our Service Manager. Thank YOU!

SMITH FORD INC.  
Lowell, IN  
(219) 789-1000

CUSTOMER SIGNATURE: [REDACTED]



From [REDACTED] Page: 11/16 Date: 2/17/2014 4:19:34 PM

08:20:55 a.m. 01-20-2014

6/8



1777 E. Commercial Ave. P.O. Box 218  
Lowell, IN 46356 696-8971 • 769-1090



**Motorcraft**  
QUALITY PARTS FOR QUALITY CARS™

INVOICE NUMBER		[REDACTED]	
CUSTOMER NUMBER		[REDACTED]	
ADDRESS		[REDACTED]	
CROWN POINT, IN		[REDACTED]	
REGISTRATION PERSON		BUSINESS PERSON	
[REDACTED]		[REDACTED]	
NAME	TAG NO.	TAG NO.	
RONALD EDGINGTON	2138	562	
LABOR RATE	LICENSE NO.	MILEAGE	
		1,305	
YEAR/MAKE/MODEL			
13/FORD TRUCK/EXPLORER/EXPLORER XLT			
VEHICLE ID. NO.			
1FM5K7D83DGA [REDACTED]			
E.T.E. NO.		EQ. NO.	
[REDACTED]		[REDACTED]	
COLOR		STOCK NO.	
GRAY/CHARCO		[REDACTED]	
COMMENTS			
[REDACTED]			
DELIVERY SALES		SELLING DEALER NO.	
385		[REDACTED]	
PLC DATE	INVOICE DATE	INVOICE DATE	
08/03/12	08/03/12	08/03/12	
REFRINT NUMBER	DELIVERY DATE	DELIVERY DATE	
	07/25/12	07/25/12	
PRODUCTION DATE			
[REDACTED]			

LABOR		CELL: [REDACTED]	
J# 1: 20FOZ	BODY	UNITS	TECH(S): 2104
WARRANTY			
CUSTOMER STATES: REAR SUNSHADE FRONT LT CORNER WHEN OPEN AND CLOSE SUNSHADE PIECE OF MATERIAL LOOSE PIECE IS ON HEADLINER COMPARED TO LIKE VEHICLE MATERIAL CUSTOMER SAW WAS EXCESS TRIMMED			
J# 2: 20FOZ	BODY	UNITS	TECH(S): 2104
INTERNAL			
CUSTOMER STATES: RT FRONT FENDER REAR LOWER SEEMS LOOSE CHECKED UNDER RT SIDE FENDER BUMPER NOTHING BENT ALL PARTS INTACT			
J# 3: 19FOZ	RADIO	UNITS	TECH(S): 2104
INTERNAL			
CUSTOMER STATES: RADIO AN AND FM HAS ALOT OF STATIC NEC TO ORDER ANTENNA BASE ASSY			
J# 4: 19FOZ/1800	RADIO SPEAKER	UNITS	TECH(S): 2104
INTERNAL			
CUSTOMER STATES: CHECK SPEAKER OPERATION WANTS TO MAKE SURE O.K. BASS WAS TURNED ALL THE WAY UP ALL SPEAKER WORKING PROPERLY			
J# 5: 02FOZ	BRAKE REPAIR	UNITS	TECH(S): 2104
INTERNAL			
CUSTOMER STATES: SEEMS LIKE 1ST INITIAL PUSH ON BRAKE PEDAL FEELS RUSHY CHECKED BRAKE PEDAL OPERATION TO ANOTHER LIKE VEHICLE FELT THE SAME			
PARTS		TOTAL LABOR 0.00	
QTY	FP NUMBER	DESCRIPTION	UNIT PRICE
0	CP9Z-18936-B	STANCH	91.02
PART ON SPECIAL ORDER		TOTAL PARTS 0.00	
QUANTITY: 1 IS SPECIAL ORDERED **			
TOTALS		TOTAL LABOR 0.00	
		TOTAL PARTS 0.00	
		TOTAL SUBLET 0.00	
		TOTAL G.O.G. 0.00	
		TOTAL MISC. CHG. 0.00	
		TOTAL MISC. DISC 0.00	
		TOTAL TAX 0.00	
		TOTAL INVOICE \$ - 0.00	
CUSTOMER SIGNATURE		<p><b>IMPORTANT</b> You may receive a questionnaire from Ford Motor Company in the next few weeks. This is our report card. If for any reason you cannot grade us completely (100% SATISFIED), please contact our Service Manager. Thank You! SMITH FORD INC Lowell, IN (215) 769-1090</p>	



From: [REDACTED]  
Page: 12/16 Date: 2/17/2014 4:19:35 PM  
08:21:29 a.m. 01-20-2014 7/8



1777 E. Commercial Ave. P.O. Box 218  
Lowell, IN 46356 219/698-TIRE (8473)



INVOICE NUMBER		[REDACTED]	
CUSTOMER NUMBER		[REDACTED]	
CROWN POINT, IN		[REDACTED]	
TECHNICIAN		[REDACTED]	
BUSINESS PHONE		[REDACTED]	
ADVISOR	2137	TAG NO.	
LADOS RATE	LICENSE NO.	MILEAGE	9,999,999
YEAR/MAKE/MODEL 13/FORD TRUCK/EXPLORER/EXPLORER XLT			
VEHICLE ID. NO. 1FM5K7D83DGA [REDACTED]			
E.T.E. NO.		PO. NO.	
COLOR	GRAY/CHARCO	STOCK NO.	[REDACTED]
COMMENTS			
DELIVERY MILES	385	SELLING DEALER NO.	
B.I.D. DATE	08/05/13	INVOICE DATE	08/16/13
PREPRINT NUMBER		DELIVERY DATE	07/25/12
		PRODUCTION DATE	

LABOR		CELL: [REDACTED]	
FUEL DELIVERY MODULE CAMPAIGN COMPLETED			
CUST STATES: AM RADIO NOT WORKING ADVISE ORDERED ANTENNA BASE			
CUST: REQUEST COST TO REPLACE DRIVER SIDE REAR DOOR WEATHER STRIPPING. ADVISE CUSTOMER TO REPLACE WEATHER STRIPPING EST COST \$235.00 P&L			
TOTAL - LABOR		0.00	
PARTS	QTY	PP NUMBER	DESCRIPTION
JOB #1	1	085Z-9A07-A	PUMP A FOPFB-1
JOB #2	1	4L3Z-9276-AA	GASKET FOCG-80
TOTAL - PARTS		0.00	
TOTALS			
TOTAL LABOR		0.00	
TOTAL PARTS		0.00	
TOTAL SUBLET		0.00	
TOTAL S.O.G.		0.00	
TOTAL MISC CHG		0.00	
TOTAL MISC DISC		0.00	
TOTAL TAX		0.00	
TOTAL INVOICE \$		0.00	
CUSTOMER SIGNATURE			



From [REDACTED]  
Page: 13/16 Date: 2/17/2014 4:19:35 PM  
08:22:08 a.m. 01-20-2014 8/8

***Krohn & Moss, Ltd.***

*Main Office*  
 10 N. Dearborn St, 3rd Floor  
 Chicago, IL 60602  
 www.krohnandmoss.com

*Writer's Direct Number*  
 (312) 578-9488 Ext. 217  
*Writer's Direct Facsimile*  
 (866)-481-5576  
*Writer's Direct E-Mail*  
 wcm@krohnandmoss.com  
 www.krohnandmoss.com

*Licensed to practice  
 only in:  
 Illinois  
 Indiana*

January 22, 2014

Ford Motor Company  
 Customer Relationship Center  
 16800 Executive Plaza Drive  
 PO Box 6248  
 Dearborn, MI 48126

RE: [REDACTED] v. Ford Motor Company  
 Vehicle: 2013 Ford Explorer  
 VIN: 1FM5K7D83DGA [REDACTED]  
 Our File No: [REDACTED]

Dear Sir or Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the Indiana Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

**Having been formally notified of our representation, you are instructed not to contact our clients 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.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.**

There are numerous defects and non-conformities present in my clients' automobile for which relief is sought, and numerous attempts to repair the vehicle have been unsuccessful. These defects and non-conformities include, but are not limited to:

1. Defective trim items and body as evidenced by a loose or excessive piece of material from the rear sunshade, a rattling noise where the dash meets the window; the front passenger door and hood is misaligned; the failure of the driver's side rear door weather stripping; the right front fender is loose and misaligned; the right front "A"

pillar trim gap is larger than the driver's side and the front passenger dashboard seats lower than the left front side column and squeaks; and

2. Defective sound system as evidenced by excessive static in the radio and the failure of the antenna;
3. Defective brakes as evidenced by the brakes feeling mushy;
4. Defective electrical system/My Ford Touch System as evidenced by the system not recognizing names and not working properly; and
5. Any additional complaints made by our clients that are contained in your company's records or on any dealer repair orders.

The defects and non-conformities listed above constitute a substantial impairment of the use, value and/or safety of the vehicle. Because of these defects and non-conformities, my clients have justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

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. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3) my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in

Page 3

January 22, 2014

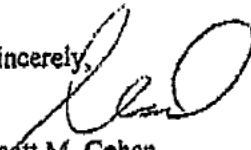
handling and inspecting the vehicle. Until you pay this amount, my clients will hold the car and use it to the extent necessary to preserve it, to protect the security interest, and to minimize your damages. Moreover, my clients need the return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the car will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable 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, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my clients by your failure to do so.

Our attorneys' fees are minimal at this stage and we would prefer to resolve this case without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort could be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

  
Scott M. Cohen  
Attorney at Law

SC/sc

cc: [REDACTED]



## BBB AUTO LINE PROGRAM SUMMARY

### *Ford Motor Company – Indiana*

Ford Motor Company has agreed to arbitrate certain warranty claims through BBB AUTO LINE. Ford's participation in BBB AUTO LINE covers Ford, Lincoln, and Mercury vehicles.

This *Program Summary* describes the claims that may be resolved through BBB AUTO LINE. Please also see *Claims That Are Not Eligible* below for a description of the types of claims that will not be handled by BBB AUTO LINE.

Please note that although most customers choose to represent themselves in the BBB AUTO LINE process, customers may also be represented by an attorney at their own expense.

#### **AGE/MILEAGE REQUIREMENTS**

Claims seeking repurchase or replacement of a **Ford** or **Mercury** vehicle must be filed with BBB AUTO LINE within three years or 36,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking repurchase or replacement of a **Lincoln** vehicle must be filed with BBB AUTO LINE within four years or 50,000 miles – whichever occurs first – after the vehicle's warranty start date.

Claims seeking any other remedy listed below must be filed with BBB AUTO LINE before the expiration of the applicable Ford U.S. New Vehicle Limited Warranty coverage period.

#### **ELIGIBLE CLAIMS**

Claims must be based on a defect in the vehicle's factory-supplied material or workmanship covered by the applicable Ford U.S. New Vehicle Limited Warranty.

#### **ELIGIBLE VEHICLES**

Claims may be filed for Ford, Lincoln, and Mercury cars and light trucks that are:

- ◆ Owned or leased in the name of an individual **or** owned or leased by a business that owns or leases no more than three vehicles;

- ◆ Currently registered in Indiana; and
- ◆ Purchased or leased in the United States and normally operated in the United States.

The following vehicles are **not eligible** for BBB AUTO LINE:

- ◆ F-450, F-550, and F-650 pick-up trucks.
- ◆ Ford E-series Cut Away vehicles, F-series cab and chassis, and motor homes.

## **BBB AUTO LINE REMEDIES**

The arbitrator may award the following remedies:

- ◆ Repairs.
- ◆ A Ford Extended Service Plan for the customer's current vehicle.
- ◆ Reimbursement for money the customer paid to repair the vehicle if those repairs should have been covered by the Ford New Vehicle Limited Warranty.
- ◆ Repurchase of the vehicle.
- ◆ Replacement of the vehicle **only** if it was purchased or leased *new*.

## **REPAIRS/REIMBURSEMENT FOR REPAIRS**

The arbitrator may award repairs to defects covered by the Ford New Vehicle Limited Warranty. If repairs are awarded, the arbitrator may not order a change in the vehicle's options or its design.

The arbitrator may award reimbursement for money paid for the repair of defects covered by the Ford New Vehicle Limited Warranty only if Ford or its dealer declined to repair the defects under warranty or to reimburse under the warranty's emergency repair provisions.

## **REPURCHASE/REPLACEMENT**

The arbitrator may award a repurchase or replacement only if the arbitrator finds that the claim meets the following conditions:

- ◆ The defect(s) in material or workmanship covered by the Ford New Vehicle Limited Warranty was first reported to Ford or an authorized dealer within 18 months or 18,000 miles – whichever occurs first – after the vehicle's warranty start date; and
- ◆ Either (1) the same defect was subject to repair four or more times and continues to exist, or (2) the vehicle was out of service for 30 or more cumulative calendar days for repairs to any defect(s); and
- ◆ The defect(s) substantially impairs the use, value, or safety of the vehicle to the reasonable consumer.

If the arbitrator finds that the claim meets these conditions, the arbitrator must award a repurchase or replacement that will consist of the following remedies:

- ♦ **Repurchase** – If the vehicle was **purchased**, Ford will refund the actual amount that the customer paid for the vehicle (not including any modifications or additions after the vehicle's purchase or lease), including finance charges, less a reasonable allowance for use. If the vehicle was **leased**, Ford will refund to the customer payments made to the lending institution or lessor plus net trade-in and cash down payment (not including rebates, if any), less a reasonable allowance for use. For both **purchased** and **leased** vehicles, Ford will also provide the pay-off amount to the lienholder or lessor in accordance with the financing or lease agreement.

If the vehicle being repurchased is covered by a Ford Extended Service Plan that the customer purchased, that plan will be cancelled and its pro-rated cost refunded. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

Ford will also refund sales tax; the unexpended portion of any prepaid license fees, original registration fees, and excise tax; and reasonable towing and rental costs directly incurred because of the claimed defect.

- ♦ **Replacement of a vehicle purchased or leased new** – The customer will select a new vehicle from dealer inventory that is from the same model year as, and substantially identical to, the vehicle being replaced (not including any modifications or additions after the vehicle's purchase or lease). Ford will reimburse the customer for fees for transfer of registration, sales taxes, and other charges or fees incurred as a result of the replacement; and reasonable towing and rental costs directly incurred because of the claimed defect.

If the customer selects a vehicle that has different equipment options, the customer will incur the cost of upgraded equipment.

If a replacement vehicle of the same vehicle model or from the same model year as the current vehicle is not available, the customer may select a different model or model year vehicle but will be required to pay the difference between the Manufacturer's Suggested Retail Price (M.S.R.P.) of the vehicle being replaced and the M.S.R.P. of the new replacement vehicle.

If the vehicle being replaced is covered by a Ford Extended Service Plan that the customer purchased, Ford will provide the customer with the most nearly equivalent Ford Extended Service Plan available for the replacement vehicle at no cost to the customer. If the vehicle is covered by a non-Ford service contract, the customer is responsible for obtaining any refund that may be available from the issuer of that non-Ford plan.

**Important:** Replacement is not an available remedy if the current vehicle was purchased used.

### **Deductions/Exclusions from a Repurchase or Replacement Award**

- ◆ If the arbitrator awards a **replacement**, the award will require payment for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{mileage at first repair of the defect for which a replacement is awarded}}{100,000} \times \text{purchase price}$$

- ◆ If the arbitrator awards a **repurchase**, the award will be reduced for the customer's use of the vehicle in accordance with the following formula:

$$\frac{\text{all accrued mileage} - 100 \text{ miles}}{100,000} \times \text{purchase price}$$

- ◆ The award may be reduced or may require payment for any missing equipment or damage to the vehicle exceeding normal wear and tear.
- ◆ The award will not include any trade-in over-allowance or debt from a previous transaction.
- ◆ The award will not include any manufacturer rebate the customer received or manufacturer-sponsored credit card earnings used as a down payment or capitalized cost reduction.

### **CUSTOMER RESPONSIBILITIES**

At the time of the repurchase or replacement transaction, the customer's vehicle must be currently registered to the customer who applied to BBB AUTO LINE. The customer will be responsible for turning over the vehicle with all of the original equipment, and without abnormal wear or damage evident on the vehicle (e.g., cracked windshield). The customer will also be responsible for providing clear title to the vehicle and signing all documents necessary to effect transfer of the title, including a power of attorney for title transfer.

## CLAIMS THAT ARE NOT ELIGIBLE

The following claims are **not** eligible for arbitration in BBB AUTO LINE:

- ◆ Claims involving a vehicle no longer owned or leased by the customer.
- ◆ Claims not covered by the Ford New Vehicle Limited Warranty, including but not limited to:
  - (1) maintenance and wear items not covered by the Warranty;
  - (2) damage caused by alterations or modifications of the vehicle after it leaves the control of Ford Motor Co.;
  - (3) damage caused by tampering with the vehicle, its emissions systems, or other parts that affect these systems; and
  - (4) damage caused by the installation or use of a non-Ford Motor Co. part or of any part designed for “off-road” use installed after the vehicle leaves the control of Ford Motor Co.
- ◆ Claims involving vehicles with a non-U.S. warranty, or salvaged, “total loss” or similarly branded titled vehicles.
- ◆ Claims alleging that an airbag failed to deploy or deployed when it should not have.
- ◆ Claims covered by insurance or by warranties of other manufacturers.
- ◆ Claims involving a vehicle defect if the customer alleges – either as part of the BBB AUTO LINE claim or at any other time – that the vehicle defect has (1) caused bodily injury, or (2) caused an accident or fire that resulted in damage to any vehicle or damage to property.
- ◆ Allegations of fraud.
- ◆ Claims seeking punitive damages or compensation for loss of wages, personal injury or mental anguish.
- ◆ Claims that are the subject of a law suit or state administrative action against Ford.
- ◆ Claims identical to any claim that was resolved by a previous mediation or arbitration, court action, settlement, or agreement between the customer and Ford.

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mgmt

Indicator Summary

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### GCQIS Report Analysis

## Report Summary

Report 1 of 1

Query Name: REPORT RETRIEVAL

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Report Detail Section : [View Details](#)

[Attachments: 3](#)

Report# :

██████████

Received:

03/22/2013

CCRG/EPRC:

Reviewed Status:

Date:

Vehicle:

2013,EXPLORER 4X2 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K7D83DGA ██████████

Build Date:

04/26/2012

Odometer :

19,518 M

Engine:

3.5L  
CYCLO

Calibration:

DUB1SN0A

Transmission:

6F55

Axle:

A/C:

YES

Dealer:

USA 01580 Smith Ford of Lowell, Inc.

Phone#:

219-696-8971

City:

Lowell

State:

Indiana

Country :

USA

Originator:

JEFF SCHMAL

Symptom:

3 31 2 01 FT/FN/BD,BODY PANELS,FENDER,ALIGNMENT

Status:

VFG:

V31 SHEET METAL FUNCTION

Additional Symptom:

RIGHT FENDER ALIGNMENT

Fix:

Causal Component :

Condition Code:

Region Code: G1

Region Name: Chicago

KOEO:

KOEC:

**KOER:**

**Comments:**

**REPAIR** 03/22/2013 11:00AM SCOTT YERK MSS - FCSD - TECH SVC HOTLINE  
 RO#: [REDACTED] DATE:03/12/2013WARRANTY TYPE:NEW VEHICLE WARRANTY SPW  
 INSTALL MILEAGE: SPW INSTALL DATE: 1. PLEASE DESCRIBE CUSTOMERS  
 CONCERN. LF ENDER ALIGNMENT OFF,SITCKING OUT AT BODY LINE 2. WHAT  
 IS THE INTENDED REPAIR, LIST ALL COMPONENTS NEEDED FOR REPAIR? ADJUST  
 RF FENDER 3. PROVIDE ANY ADDITIONAL DETAILS NECESSARY.  
 PLEASE  
 INCLUDE ANY AVAILABLE TECHNICAL INFORMATION THAT YOU BELIEVE WILL HELP  
 PROCESS YOUR PRIOR APPROVAL REQUEST. NONE

**RECOMM 03/22/2013 11:00AM SCOTT YERK MSS - FCSD - TECH SVC HOTLINE**  
 [REDACTED], THE IMAGES SHOW A ALIGNMENT ISSUE OF THE (16005) RIGHT FENDER TO  
 THE DOOR. PLEASE INSPECT THE FENDER FOR ANY DAMAGE THAT MAY HAVE  
 OCCURRED TO CAUSE THIS ALIGNMENT CONCERN. A IMPACT TO THE BOTTOM OF  
 THE FENDER JUST BEHIND THE WHEEL IS A COMMON CAUSE FOR THIS TYPE OF  
 (ALIGNMENT) CONCERN.  
 PLEASE NOTE: BODY PANEL ALIGNMENTS DO NOT  
 REQUIRE PRIOR APPROVAL. DIPA NOT APPROVED

**REPAIR 03/22/2013 12:52PM GEORGE STAVROPOULUS MSS - FCSD - TECH SVC HOTLINE**  
 NO GAMAGE TO THE BOTTOM OF THE FENDER BEHIND THE REAR WHEEL, THANKS  
 [REDACTED]

**RECOMM 03/22/2013 12:52PM GEORGE STAVROPOULUS MSS - FCSD - TECH SVC HOTLINE**  
 [REDACTED] THANK YOU FOR THE FOLLOW UP INFORMATION, AS INDICATED; BODY  
 PANEL ALIGNMENTS DO NOT REQUIRE PRIOR APPROVAL. PLEASE REFER TO  
 THE 2013 INTERIOR / EXTERIOR PRIOR APPROVAL PROGRAM COVERED COMPONENT  
 LIST.

HREF=[REDACTED]  
 [REDACTED] II: 2013 INTERIOR / EXTERIOR PRIOR APPROVAL  
 COMPONENT LIST DIPA PRIOR APPROVAL NOT NECESSARY

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Report Summary  
**Server:** [REDACTED]

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9-Apr-2014  
**Retention:** None

**GCQIS Attachments**

Report Number: [REDACTED] [Print](#) [Exit](#) Total Number of Images :3 Number of Images Per Page:5

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Attachment Id : [REDACTED] [Top](#)



02 - 115MSK7D83DGG

Mar 10-11 - Overall

○ Attachment Id : [REDACTED] [Top](#)



01 - 115MSK7D83DGG

Mar 10-11 - Three O

○ Attachment Id : [REDACTED] [Top](#)

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9-Apr-2014

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**Server:** [REDACTED]

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**Retention:** None

# Lawsuit



05/27/2015

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
1 American Rd, Wht 421-E6  
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:** [REDACTED] Plif. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Letter, Cover Sheet, Notice, Complaint, Verification

**COURT/AGENCY:** Bucks County - Court of Common Pleas, PA  
Case [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2014 Ford Explorer - VIN  
1FMSK8D83EG [REDACTED]

**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Harrisburg, PA

**DATE AND HOUR OF SERVICE:** By Priority Mail on 05/27/2015 postmarked on 05/21/2015

**JURISDICTION SERVED:** Pennsylvania

**APPEARANCE OR ANSWER DUE:** Within 20 days after service

**ATTORNEY(S) / SENDER(S):** David J. Gorberg  
David J. Gorberg & Associates, P.C.  
32 Parking Plaza  
Suite 700  
Ardmore, PA 19003  
215-665-7660

**ACTION ITEMS:** CT has retained the current log, Retain Date: 05/27/2015, Expected Purge Date:  
06/01/2015  
Image SOP  
Email Notification, Chris Dzbanski cdzbanski@ford.com  
Email Notification, Mary Ann MacKinnon mmackinn1@ford.com

**SIGNED:** CT Corporation System

**ADDRESS:** 116 Pine Street  
3rd Floor, Suite 320  
Harrisburg, PA 17101

**TELEPHONE:** 717-234-6004

05/27/2015 10:10:18 AM

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Flat Rate Env

05/21/15

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 DAVID J. GORBERG & ASSOCIATES, P.C.  
 32 PARKING PLZ STE 700 0006  
 ARDMORE PA 19003-2440

C009

SHIP TO: FORD MOTOR COMPANY  
 C/O CT CORPORATION  
 116 PINE ST  
 STE 320  
 HARRISBURG PA 17101-1250

**USPS TRACKING #**



Electronic Rate Approved

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DAVID J. GORBERG & ASSOCIATES, P.C.

DAVID J. GORBERG<sup>†</sup>  
LAURA L. APPELEGATE<sup>‡</sup>  
COURTNEY L. SOFIA<sup>‡</sup>  
EMMA C. ROBISON<sup>\*</sup>

<sup>\*</sup>MEMBER OF PA AND NJ BARS  
<sup>†</sup>MEMBER OF PA, NJ AND NY BARS  
<sup>‡</sup>MEMBER OF PA AND MA BARS

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1900 ALLEGHENY BLDG.  
429 FORBES AVENUE  
PITTSBURGH, PA 15219

BUFFALO OFFICE  
70 NIAGARA STREET, STE 612  
BUFFALO, NY 14202

May 21, 2015

Ford Motor Company  
c/o CT Corporation  
116 Pine Street  
Suite 320  
Harrisburgh, PA 17101


RE: [REDACTED] vs Ford Motor Company  
DOCKET # [REDACTED]

Dear Sir/Madam:

Pursuant to the current Rules of Civil Procedure, we enclose herein the copy of the Civil Action Complaint, the original of which has been filed by our office in connection with the above referenced matter.

You are hereby notified that you have been sued in Court and that you must take action within twenty (20) days from your receipt of this letter or a default judgment may be entered against you.

Very truly yours,

  
DAVID J. GORBERG

DJG/mk  
Enclosure

Supreme Court of Pennsylvania

Court of Common Pleas  
 Clerk Cover Sheet

BUCKS

County

<i>For Prothonotary Use Only:</i>	
Docket No:	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

Commencement of Action: <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Petition <input type="checkbox"/> Transfer from Another Jurisdiction <input type="checkbox"/> Declaration of Taking			
Lead Plaintiff's Name:		Lead Defendant's Name:	
[REDACTED]		FORD MOTOR COMPANY	
Are money damages requested? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Dollar Amount Requested: <input type="checkbox"/> within arbitration limits (check one) <input type="checkbox"/> outside arbitration limits	
Is this a <i>Class Action Suit</i> ? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is this an <i>MDJ Appeal</i> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name of Plaintiff/Appellant's Attorney: DAVID J. GORBERG			
<input type="checkbox"/> Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)			

**Nature of the Case:** Place an "X" to the left of the ONE case category that most accurately describes your **PRIMARY CASE**. If you are making more than one type of claim, check the one that you consider most important.

**TORT** (do not include Mass Tort)

Intentional  
 Malicious Prosecution  
 Motor Vehicle  
 Nuisance  
 Premises Liability  
 Product Liability (does not include mass tort)  
 Slander/Libel/ Defamation  
 Other:

**CONTRACT** (do not include Judgments)

Buyer Plaintiff  
 Debt Collection: Credit Card  
 Debt Collection: Other  
 \_\_\_\_\_  
 Employment Dispute: Discrimination  
 Employment Dispute: Other  
 \_\_\_\_\_  
 Other:  
 \_\_\_\_\_

**CIVIL APPEALS**

Administrative Agencies  
 Board of Assessment  
 Board of Elections  
 Dept. of Transportation  
 Statutory Appeal: Other  
 \_\_\_\_\_  
 Zoning Board  
 Other:  
 \_\_\_\_\_

**MASS TORT**

Asbestos  
 Tobacco  
 Toxic Tort - DES  
 Toxic Tort - Implant  
 Toxic Waste  
 Other:  
 \_\_\_\_\_

**REAL PROPERTY**

Ejectment  
 Eminent Domain/Condemnation  
 Ground Rent  
 Landlord/Tenant Dispute  
 Mortgage Foreclosure: Residential  
 Mortgage Foreclosure: Commercial  
 Partition  
 Quiet Title  
 Other:  
 \_\_\_\_\_

**MISCELLANEOUS**

Common Law/Statutory Arbitration  
 Declaratory Judgment  
 Mandamus  
 Non-Domestic Relations Restraining Order  
 Quo Warranto  
 Replevin  
 Other:  
 \_\_\_\_\_

**PROFESSIONAL LIABILITY**

Dental  
 Legal  
 Medical  
 Other Professional:  
 \_\_\_\_\_

SECTION A  
 JUDGE: Received at County of Bucks Prothonotary Office on 05/18/2015 1:13 PM, Fee = \$248.00  
 SECTION B  
 Case#

Updated 1/1/2011

IN THE COURT OF COMMON PLEAS OF BUCKS COUNTY  
CIVIL DIVISION

Plaintiff  
vs.

No. \_\_\_\_\_

Form of Action

FORD MOTOR COMPANY

Complaint

Defendant

**NOTICE**

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 OFFICES SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Bucks County Bar Association  
135 East State Street  
Doylestown, PA 18901  
Phone (215) 348-9413, 1-800-479-8585  
www.bucksbar.org

PA Bar Association: www.pabar.org

DAVID J. GORBERG

Attorney for PLAINTIFF

Attorney I.D. # 53084

Please type or print name and address

DAVID J. GORBERG

32 PARKING PLAZA ARDMORE PA

JUDGE: Received

Case#

DAVID J. GORBERG & ASSOCIATES, P.C.

By: DAVID J. GORBERG

Attorney for Plaintiff

Identification No.: 53084

32 Parking Plaza

Suite 700

Ardmore, PA 19003

215-665-7660

[REDACTED] AD  
HORSHAM, PA [REDACTED]

COURT OF COMMON PLEAS

VS.

BUCKS

FORD MOTOR COMPANY  
C/O CT CORPORATION  
116 PINE STREET  
SUITE 320  
HARRISBURGH PA 17101

**COMPLAINT**

1. Plaintiff, [REDACTED], is an adult individual citizen an legal resident of the Commonwealth of Pennsylvania residing at 1424 Easton Road Horsham, PA 19044.

2. Defendant, Ford Motor Company is a business corporation qualified to do business and regularly conducts business in the Commonwealth of Pennsylvania and can be served c/o CT Corporation, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

JUDGE

Case#

**BACKGROUND**

3. Plaintiff incorporates by reference paragraphs 1 and 2 as fully as if set forth here length.

4. On or about August 15, 2013, Plaintiff lesaed a new 2014 Ford Explorer (hereinafter referred to as the "vehicle"), manufactured and warranted by Defendant bearing the Vehicle Identification Number IFM5K8D83EGA [REDACTED]. The vehicle was purchased and registered in the Commonwealth of Pennsylvania.

5. The lease price of the vehicle, including registration charges, document fees, sales tax, but, excluding other collateral charges not specified, totaled \$25,000.00.

6. Plaintiff avers that as a result of the ineffective repair attempts made by Defendant through its authorized dealer, the vehicle cannot be utilized for the purposes intended by Plaintiff at the time of acquisition and as such, the vehicle is worthless.

7. In consideration of the purchase of the above vehicle, Defendant, issued to Plaintiff several warranties, fully outlined in the warranty booklet.

8. On or about August 15, 2013, Plaintiff took possession of the above mentioned vehicle and experienced nonconformities, which substantially impaired the use, value and/or safety of the vehicle.

9. Said nonconformities consisted of but was not limited to, MyTouch ; and water leak at the panoramic sunroof, and paint defects consisting of rust on the hood due to galvanic corrosion.

10. The nonconformities violate the express written warranties issued to Plaintiff by Defendant.

11. Plaintiff avers the vehicle has been subject to repair more than two (2) times for the same nonconformity, and the nonconformity remains uncorrected.

12. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the defendant on numerous occasions. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

13. In addition, the above vehicle has or will in the future be out of service by reason of the non-conformities complained of for a cumulative total of thirty (30) days or more.

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

15. Plaintiff avers the vehicle has been subject to additional repair attempts for defects and/or nonconformities and/or conditions for which the Defendant and or its authorized service center, may not have maintained records.

16. Plaintiff has been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its' warranty.

17. Plaintiff seeks relief for losses due to the nonconformities and defects in the above mentioned vehicle in addition to attorney fees and all court costs.

**COUNT I**  
**PENNSYLVANIA AUTOMOBILE LEMON LAW CLAIM**

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

19. Plaintiff is a "Purchaser" as defined by 73 P.S. §1952.

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

21. Plaintiff's vehicle is a "New Motor Vehicle" as defined by 73 P.S. §1952.

22. Said vehicle experienced non conformities within the first year of purchase, which substantially impairs the use, value and safety of said vehicle.

23. Defendant failed to correct and or repair said nonconformities.

24. The vehicle continues to exhibit defects and nonconformities which substantially impair it's use, value and/or safety.

25. Defendant does not require participation in any informal dispute settlement program prior to filing suit.

26. As a direct and proximate result of Defendant's failure to repair the nonconformities , Plaintiff has suffered damages and, in accordance with 73 P.S. §1958, Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

27. Plaintiff avers that upon successfully prevailing upon the Lemon Law claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

**COUNT II**  
**MAGNUSON-MOSS FEDERAL TRADE COMMISSION 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 "Warrantor" as defined by 15 U.S.C. §2301(5).

31. Plaintiff uses the subject product for personal, family and household purposes.

32. By the terms of the express written warranties referred to in this Complaint,

Defendant agreed to perform effective warranty repairs at no charge for parts and/or labor.

33. Defendant failed to make effective repairs.

34. As a direct and proximate result of Defendant's failure to comply with the express

written warranties, 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.

35. Section 15 U.S.C. §2310 (d) (1) 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 avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against the Defendant.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

**COUNT III**  
**UNIFORM COMMERCIAL CODE**

37. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if fully set forth at length herein.

38. The defects and nonconformities existing within the vehicle constitute a breach of contractual and statutory obligations of the Defendant, including but not limited to the following;

- a. Breach of Express Warranty
- b. Breach of Implied Warranty of Merchantability;
- c. Breach of Implied Warranty of Fitness For a Particular Purpose;

d. Breach of Duty of Good Faith.

39. The purpose for which Plaintiff purchased the vehicle include but are not limited to his personal; family and household use:

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

41. At the time of the purchase 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 purchase 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.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral changes and attorney fees. Amount not in excess of \$50,000.00.

**COUNT IV**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION CLAIM**

44. Plaintiff hereby incorporates all the paragraphs of this Complaint by reference as if set forth at length herein.

45. The Unfair Trade Practices and Consumer Protection Law defines unfair methods of competition to include the following:

(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.

46. Plaintiff, as a Pennsylvania resident, believes, and therefore, avers Defendant's failure to comply with the terms of the written warranty constitutes an unfair method of competition.

47. Section 201-9.2(a) of the Unfair Trade Practices and Consumer Protection Law, authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations of the Act.

WHEREFORE, Plaintiff respectfully demands judgment in his favor and against the Defendant in an amount equal to three (3) times the purchase price of the subject vehicle, plus all available collateral charges and attorney fees. Amount not in excess of \$50,000.00.

DAVID J. GORBERG & ASSOCIATES, P.C.

BY: David J. Gorberg  
DAVID J. GORBERG, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

The undersigned, after having read the attached pleading verifies that the within Civil Action Complaint is based on information furnished to counsel, which information has been gathered by counsel in the course of this lawsuit. The language of the Civil Action Complaint is that of counsel and not of signer. Signer verifies that he has read the within Civil Action Complaint and that they are true and correct to the best of the signer's knowledge, information and belief. To the extent that the contents of the Civil Action Complaint are that of counsel, verifier has relied upon counsel in taking this verification. This verification is made subject to the penalties of 18 Pa. C.S. 4904 relating to unsworn falsification to authorities.

x. David J. Gorbeg  
DAVID J. GORBERG, ESQUIRE

Date: \_\_\_\_\_

- JUDGE: Received at County of Bucks Prothonotary Office on 05/18/2015 1:13 PM, Fee = \$248.00

Case#

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## Report Summary

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<b>Report# :</b>	██████████	<b>Reviewed Status:</b>	<b>Received:</b> 10/02/2013
<b>CCRG/EPRC:</b>	.		<b>Date:</b>
<b>Vehicle:</b>	2014,EXPLORER 4X4 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K8D83EGA ██████████		<b>Build Date:</b> 06/30/2013
<b>Odometer :</b>	5,558 M	<b>Engine:</b> 3.5L CYCLO	<b>Calibration:</b> EUB1SN0A
<b>Transmission:</b>	6F50	<b>Axle:</b>	<b>A/C:</b> YES
<b>Dealer:</b>	USA 01492 Keyser & Miller Ford, Inc.		<b>Phone#:</b> 610-489-9366
<b>City:</b>	Collegeville	<b>State:</b> Pennsylvania	<b>Country :</b> USA
<b>Originator:</b>	PERRY KURTZ		
<b>Symptom:</b>	4 48 2 02 ST/RN/MV,NOISE,MOVE/DRIVE,ALWAYS		
<b>Status:</b>			
<b>VFG:</b>	V49 POWERTRAIN GOOD SOUND AND NVH		
<b>Additional Symptom:</b>	SQUEAK TURNING		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			

**Hotliner:** BKUMMLER

**Phone:** 001-313-3177076

**Regn Cd:** N3 Philadelphia

**Engineering:**

**Phone:**

**TAR:**

**Dir Contact:**

**Phone:**

**Title Cde:** T

**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

**REPAIR 10/02/2013 02:57PM BRADLEY KUMMLER MSS - FCSD - TECH SVC HOTLINE**

WEB FORM DATA - CONCERN: SQUEEK IN FRONT SUSP ONLY TURNING  
DIAGNOSTICS: REPLACED LEFT AND RIGHT UPPER STRUT MOUNTS PARTS  
REPLACED: REPLACED 2 STRUT MOUNTS TECH QUESTION: ANY KNOWN CONCERNS  
FOR THIS NEW VEHICLE

**RECOMM 10/02/2013 02:57PM BRADLEY KUMMLER MSS - FCSD - TECH SVC HOTLINE**

PERRY, WE ARE NOT CURRENTLY TRACING ANY TRENDS FOR THE DESCRIBED  
CONCERN. IF THE CONCERN ONLY OCCURS WHEN THE STEERING IS BEING MOVED,  
CONTINUE TO USE A LISTENING DEVICE TO TRY AND ISOLATE THE ORIGIN OF HE  
NOISE STARTING AT THE BALL JOINTS, TIE RODS ENDS, INNER TIE RODS, AND  
THE STRUT MOUNTS. ALSO RAISE THE STRUT ROD BOOT AND LUBRICATE THE THE  
STRUT ROD JOUNCE BUMPER USING DI-ELECTRIC SILICON GREASE AND RE-  
EVALUATE.

**REPAIR 10/03/2013 02:58PM**

DESCRIPTION OF VEHICLE CONCERN: HAVE A CREEKING SOUND COMING IN RIGHT  
FRONT OF VEHICLE DIAGNOSTICS ALREADY COMPLETED: I HAVE USED CHASSIS  
EARS ON RIGHT FRONT STRUT PLATE NUTS AND FENDER AND STRUT TOWER I  
LOWERED THE STRUT AND ADDED WASHERS TO STRUT PLATE AND REFASTENED  
THE NOISE IS NOT COMING FROM THE NUT ANYMORE BUT THE BODY-STRUT  
TOWER STILL CREEKING WHEN TURNING PARTS REPLACED: LEFT AND RIGHT UPPER  
STRUT PLATES TECH'S QUESTION: WHAT CAN I DO TO FIX THIS BODY CREEK  
TURNING YESTERDAY YOU SUGGESTED I LUBE THE JOUNCE STOPPERS AND  
RUBBER BOOTS NO LUCK WHAT CAN YOU RECOMMEND TODAY

**RECOMM 10/03/2013 02:58PM**

PERRY, PLEASE NOTE THAT WE HAVE SEEN PAST REPORTS INDICATING NOISES  
COMING FROM PINCH WELDS AND THE FRONT BUMPER MOUNTS ON THESE  
VEHICLES, NOISES FROM THE STRUT AREA ARE NOT COMMON. HOWEVER, WITH  
SUCH LOW MILES ON THE VEHICLE, RECOMMEND COMPARING THIS CONCERN TO A  
LIKE VEHICLE UNDER THE SAME CONDITIONS. IF THE LIKE VEHICLE SHARES  
SIMILAR CONDITIONS, CONSIDER THIS A VEHICLE CHARACTERISTIC AND NO  
REPAIRS ARE NEEDED. IF THE LIKE VEHICLE DOES NOT COMPARE, THEN AT THIS

POINT RECOMMEND INSPECTING THE RIGHT FRONT STRUT AREA'S PINCH WELDS. YOU MAY NEED TO REMOVE THE INNER FENDER WELL TO GAIN ACCESS FOR INSPECTION. ALSO RECOMMEND HAVING AN ASSISTANT JOUNCE THE FRONT OF THE VEHICLE WHILE ANOTHER ROTATES THE STEERING WHEEL IN AN ATTEMPT TO DUPLICATE THE CONCERN. USE A STETHOSCOPE TO BETTER ISOLATE A SPECIFIC COMPONENT/AREA. IF THE NOISE CAN BE ISOLATED TO THE UPPER STRUT AREA, REPLACE THE STRUT BEARING TO ADDRESS THIS CONCERN. IF THE NOISE IS FOUND TO BE COMING FROM A PINCH WELD REPAIR AS NEEDED, YOU MAY NEED TO BRING THE VEHICLE TO A BODY SHOP FOR REPAIRS. IF THE PINCH WELDS ARE NOT THE CAUSE OF THE CONCERN AND THE NOISE CANNOT BE ISOLATED TO THE STRUT BEARINGS, RECOMMEND ENSURING ALL THE BUMPER FASTENERS ARE TIGHT AND SECURE AS SOME NOISES CAN TRANSFER MISLEADING DIAGNOSTICS. IF SO RECOMMEND RELOCATING THE CHASSIS EARS TO DIFFERENT AREAS OF THE VEHICLE SUCH AS BODY MOUNTS, SUB-FRAME, BUMPER, FASTENERS, ETC. ROAD TEST THE VEHICLE. CONTINUE TO ISOLATE A SPECIFIC COMPONENT, ONCE A SPECIFIC COMPONENT CAN BE ISOLATED REPAIR/REPLACE AS NECESSARY.

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Report# : [REDACTED]

Received: 10/04/2013

CCRG/EPRC: [REDACTED]

Reviewed Status:

Date:

Vehicle:

2014,EXPLORER 4X4 (U502),XLT,4 DOOR,MPV,1FM5K8D83EGA [REDACTED]

Build Date: 06/30/2013

Odometer :

5,558 M

Engine:

3.5L CYCLO

Calibration:

EUB1SN0A

Transmission:

6F50

Axle:

A/C:

YES

Dealer:

USA 01492 Keyser & Miller Ford, Inc.

Phone#:

610-489-9366

City:

Collegeville

State:

Pennsylvania

Country :

USA

Originator:

PERRY KURTZ

Symptom:

4 48 1 02 ST/RN/MV,NOISE,RUN/STAND,ALWAYS

Status:

VFG:

V49 POWERTRAIN GOOD SOUND AND NVH

Additional Symptom:

FRONT END CREEK NOISE

Fix:

Causal Component :

Condition Code:

Hotliner: JUNDER29

Phone: 001-313-3176316

Regn Cd: N3 Philadelphia

Engineering:

Phone:

TAR:

Dlr Contact:

Phone:

Title Cde: T

KOEO:  
KOEC:  
KOER:

**Comments:**

**REPAIR 10/04/2013 02:10PM JEFF UNDERWOOD MSS - FCSD - TECH SVC HOTLINE**  
 WEB FORM DATA - CONCERN: STILL TRYING TO FIX CREEKING SOUND TURNING  
 HAVE NARROWED IT DOWN TO INNER FENDER AND STRUT TOWER CONNECTION  
 ON RIGHT SIDE THAT IS SPOT WELDED WITH LARGE GAPS SEEKING ENGINEERING  
 ASSISTANCE DIAGNOSTICS: HAVE BEEN USING CHASSIS EARS PARTS REPLACED:  
 LEFT AND RIGHT BEARING PLATES AND LUBED JOUNCE BUMPERS ANDBOOTS TECH  
 QUESTION: SEEKING ENGINEERING ASSISTANCE

**RECOMM 10/04/2013 02:10PM JEFF UNDERWOOD MSS - FCSD - TECH SVC HOTLINE**  
 PERRY, SINCE THE CREEK NOISE IS ISOLATED TO THE AREA NEAR THE SPOT  
 WELD, IT IS RECOMMEND TO THE HAVE THE DEALERSHIP BODY SHOP ADD A SPOT  
 WELD WHERE THE GAPS, THEN RETEST. IF FURTHER DIAGNOSTICS IS REQUIRED,  
 DO NOT HESITATE TO CONTACT THE HOTLINE.

**ADD-ON 10/04/2013 02:10PM JEFF UNDERWOOD MSS - FCSD - TECH SVC HOTLINE**  
 CONSULTED WITH DINO POULOS AND BRAD NEWTON

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4-Jun-2015  
**Retention: None**

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<b>Report# :</b>	██████████	<b>Received:</b>	05/08/2014
<b>CCRG/EPRC:</b>		<b>Date:</b>	
<b>Vehicle:</b>	2014,EXPLORER 4X4 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K8D83EGA ██████████	<b>Build Date:</b>	06/30/2013
<b>Odometer :</b>	20,102 M	<b>Engine:</b>	3.5L CYCLO
<b>Transmission:</b>	6F50	<b>Axle:</b>	
<b>Dealer:</b>	USA 01304 Chapman Ford of Horsham	<b>Calibration:</b>	EUB1SN0A
<b>City:</b>	Horsham	<b>A/C:</b>	YES
<b>Originator:</b>	PHILLIP THOMAS	<b>Phone#:</b>	215-674-3600
<b>Symptom:</b>	3 38 6 39 FT/FN/BD,NOISE,ROOF/ROOF OPEN ,INTERMITTENT		
<b>Status:</b>			
<b>VFG:</b>	V39 SQUEAKS & RATTLES		
<b>Additional Symptom:</b>	WIND NOISE FROM SUN ROOF		
<b>Fix:</b>	<b>Causal Component :</b>		
<b>Condition Code:</b>			

**Hotliner:** GSHIMSHO

**Phone:** 001-313-3176321

**Regn Cd:** N3 Philadelphia

**Engineering:**

**Phone:**

**TAR:**

**Dlr Contact:**

**Phone:**

**Title Cde:** T

**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

**REPAIR 05/08/2014 04:09PM GREG SHIMSHOCK MSS - FCSD - TECH SVC HOTLINE**

WEB FORM DATA - CONCERN: CUSTOMER STAES WIND NOISE FROM ROOF OPENING PANEL, NEAR THE REAR OF THE ROOF OPENING PANEL. DIAGNOSTICS: TAPED OFF SEVERAL SEAMS ON THE VEHICLE AND NOISE STILL PRESENT PARTS REPLACED: NONE TECH QUESTION: IS IT COMMON TO HEAR WIND NOISES FROM THE ROOF OPENING PANEL (PANORAMIC ROOF)? I DROVE ANOTHER 2014 EXPLORER XLT WITH THE PANORAMIC ROOF AND STILL HEARD SOME WIND NOISE JUST NOT AS PRONOUNCED AS IT WAS IN THIS PARTICULAR VEHICLE.

**RECOMM 05/08/2014 04:09PM GREG SHIMSHOCK MSS - FCSD - TECH SVC HOTLINE**

PHILLIP,

SINCE THE PANORAMIC ROOF IS ESSENTIALLY A HOLE IN THE VEHICLE, SOME WIND NOISE CAN OCCUR DURING HIGHER SPEED DRIVING AND CROSS WIND CONDITIONS. TO LIMIT THE WIND NOISE ON THIS VEHICLE, THE REAR GLASS PANEL SHOULD BE ADJUSTED EVEN WITH THE FRONT PANEL OR SLIGHTLY LOWER. PLEASE REFER TO THE ADJUSTMENT PROCEDURE AND THE SPECIFICATIONS IN SECTION 501-17 OF THE ONLINE WORKSHOP MANUAL UNDER GENERAL PROCEDURES. IF THE WIND NOISE IS LESSENERED TO THAT OF THE LIKE UNIT YOU HAVE COMPARED IT TO, NO FURTHER REPAIRS WOULD BE RECOMMENDED.

**REPAIR 05/10/2014 09:38AM CHRISTOPHE SYSOCK MSS - FCSD - TECH SVC HOTLINE**

WEB FORM DATA - CONCERN: C/S @50+ MPH THERE IS A WHISTLE NIOSE FROM REAR OF MOON ROOF. DIAGNOSTICS: TAPED OFF AROUND GLASS AND NOISE WENT AWAY, TOOK PCS OFF ONE BY ONE TILL NOISE CAME BACK FOUND NOISE TO BE COMING FROM THE VERY REAR OF ROOF GLASS (NOT THE MOVABLE GLASS) UPON CLOSER LOOK YOU CAN SEE THAT THE GLASS SITS DOWN BENEATH ROOF. PARTS REPLACED: NONE TECH QUESTION: HAS THERE BEEN ANY OTHER PROBLEMS ? AND THE WORKSHOP MAN. DOES NOT SHOW ANY ADJUSTMENTS (THAT I SEEN) IS THERE ANY ADJUSTMENTS?

**RECOMM 05/10/2014 09:38AM CHRISTOPHE SYSOCK MSS - FCSD - TECH SVC HOTLINE**

IT APPEARS YOUR DEALER RECENTLY CONTACTED THE HOTLINE FOR A SIMILAR CONCERN ON THIS VEHICLE IN WHICH IT WAS COMPARABLE TO A LIKE UNIT, THOUGH NOT AS PRONOUNCED. WITH THE NOISE EVIDENT ON A LIKE UNIT, SUGGEST COMPARING TO MULTIPLE LIKE UNITS TO DETERMINE IF THE NOISE IS ABNORMAL. THE LIKE UNITS ARE FOUND TO COMPARE IN OPERATION, SUSPECT THE NOISE TO BE CHARACTERISTIC OF THE VEHICLE, THUS NO FURTHER ACTIONS SHOULD BE MADE. NOTE THE LIKE UNITS CAN BE DEMONSTRATED TO THE CUSTOMER FOR FURTHER VERIFICATION. IF THE NOISE IS DEEMED ABNORMAL PER COMPARISON AND HAS BEEN FOUND TO BE ISOLATED TO THE FIXED GLASS ASSEMBLY, A FAULT WITH THE FIXED GLASS OR ROOF OPENING PANEL FRAME WOULD BE SUSPECTED. NOTE THE FIXED GLASS ASSEMBLY UTILIZES 8 FASTENERS TO HOLD IT IN PLACE AND NO ADJUSTMENT IS AVAILABLE FOR THIS. FOR THAT REASON, IF AVAILABLE, SUGGEST INSTALLING A KNOWN GOOD FIXED GLASS ASSEMBLY AND RE-EVALUATE THE CONCERN. IF THE FAULT CONTINUES WITH A KNOWN GOOD GLASS ASSEMBLY INSTALLED, A FAULT WITH THE ROOF OPENING PANEL FRAME WOULD BE SUSPECTED AS IT IS CAUSING THE CORNER OF THE GLASS TO SIT LOWER. PLEASE REFER TO SECTION 501-17 OF THE ONLINE WSM FOR REMOVAL AND INSTALLATION INSTRUCTIONS.

**AUDIT 05/10/2014 09:38AM CHRISTOPHE SYSOCK MSS - FCSD - TECH SVC HOTLINE**

SYMPTOM 4, 48, 2, 02 CHANGED TO 3, 38, 6, 39 BY CSYSOCK

**AUDIT 05/10/2014 09:38AM CHRISTOPHE SYSOCK MSS - FCSD - TECH SVC HOTLINE**

ODOMETER 19000 M CHANGED TO 20102 M BY CSYSOCK

**REPAIR 05/12/2014 09:36AM DEANDRE DAVIS MSS - FCSD - TECH SVC HOTLINE**

THANK YOU FOR RESPONDING, I WASN'T TOLD OR I DIDN'T SEE THE OTHER TECH HAD CONTACTED YOU GUYS. AND I WILL PREFORM YOUR SUGGESTIONS AGAIN THANK YOU

**RECOMM 05/12/2014 09:36AM DEANDRE DAVIS MSS - FCSD - TECH SVC HOTLINE**

HI , WE ARE GLAD TO BE OFF ASSISTANCE. IF UPON FOLLOWING THE PREVIOUS RECOMMENDATIONS RESOLVES THE CONCERN, PLEASE FILL OUT THE ONLINE SURVEY TO LET US AND OTHER TECHNICIANS KNOW WHAT METHODS WERE TAKEN TO RESOLVE THIS CONCERN. THANK YOU IN ADVANCE!

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**Requester:** [REDACTED]

Report Summary

**Server:** [REDACTED]

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4-Jun-2015

**Retention:** None

Rpt. Analysis Home

Report Mgmt Primary

Report Mgmt Query

Report Mgmt

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### GCQIS Report Analysis

## Report Summary

Report 1 of 2

Query Name: REPORT RETRIEVAL

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Download Options

**Report Detail Section :** [View Details](#)

Attachments: 4

**Report# :** [REDACTED]

**Received:** 05/08/2014

**CCRG/EPRC:**

**Reviewed Status:**

**Date:**

**Vehicle:**

2014,EXPLORER 4X4 (U502),XLT ,4 DOOR ,MPV ,1FM5K8D83EGA [REDACTED]

**Build Date:** 06/30/2013

**Odometer :**

21,657 M

**Engine:**

3.5L CYCLO

**Calibration:**

EUB1SN0A

**Transmission:**

6F50

**Axle:**

**A/C:**

YES

**Dealer:**

USA 01304 Chapman Ford of Horsham

**Phone#:**

215-674-3600

**City:**

Horsham

**State:**

Pennsylvania

**Country :**

USA

**Originator:**

BOB BIANCO

**Symptom:**

1 10 1 03 COMF/ENT,SEATS,FRONT DRIVER,APPEARANCE

**Status:**

**VFG:**

V03 SEATING

**Additional Symptom:**

L/F SEAT BTTM CVR PEELING

**Fix:**

**Causal Component :**

**Condition Code:**

**Region Code:** N3

**Region Name:** Philadelphia

**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

**REPAIR 05/08/2014 11:01AM GEORGE STAVROPOULUS MSS - FCSD - TECH SVC  
HOTLINE**

RO#: [REDACTED] DATE:5/8/2014WARRANTY TYPE:NEW VEHICLE WARRANTY SPW  
INSTALL MILEAGE: SPW INSTALL DATE: 1. PLEASE DESCRIBE CUSTOMERS  
CONCERN. CUSTOMER STATES THE FINISH ON THE LEFT FRONT SEAT BOTTOM IS  
WEARING AND DISCOLORED 2. WHAT IS THE INTENDED REPAIR, LIST ALL  
COMPONENTS NEEDED FOR REPAIR? REPLACE LEFT FRONT SEAT BOTTOM COVER 3.  
PROVIDE ANY ADDITIONAL DETAILS NECESSARY.  
PLEASE INCLUDE ANY AVAILABLE TECHNICAL INFORMATION THAT YOU BELIEVE  
WILL HELP PROCESS YOUR PRIOR APPROVAL REQUEST. IT APPEARS THAT THE  
COLOR ON THE LEATHER SEAT BOTTOM IS WEARING OFF

**RECOMM 05/08/2014 11:01AM GEORGE STAVROPOULUS MSS - FCSD - TECH SVC  
HOTLINE**

[REDACTED] AS INDICATED, THE ATTACHED IMAGES SHOW THE DRIVER S SEAT BOTTOM  
COVER LEATHER TOP COAT HAS WORN OFF. THE PROVIDED PHOTOS DO NOT  
INDICATE THIS CONCERN IS CUT, RIP DAMAGE RELATED OR FROM APPLIED  
CHEMICALS. BASED ON INFORMATION AND IMAGES PROVIDED, WE HAVE  
DETERMINED THE DRIVER S SEAT BOTTOM COVER (PART #:62901 COVER FRONT  
SEAT CUSHION (LEFT) CONCERN IS WARRANTABLE DIPA APPROVED\* APPROVAL  
CODE: PAADS

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**Requester:** [REDACTED]

Report Summary

**Server:** [REDACTED]

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4-Jun-2015

**Retention:** None

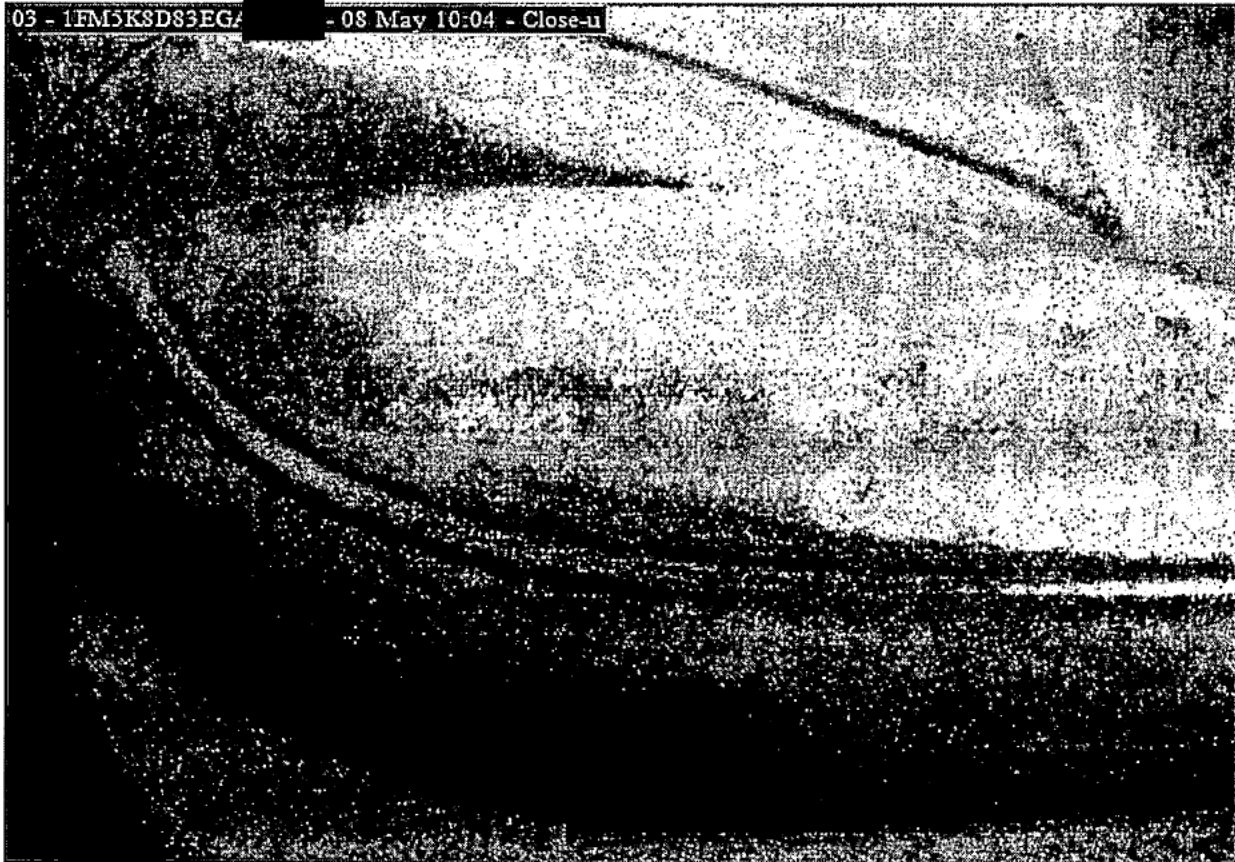
**GCQIS Attachments**

Report Number: [REDACTED] [Print](#) [Exit](#) Total Number of Images :4 Number of Images Per Page:5

[Previous Page](#) 1 - 4 Of 4 [Next Page](#)



Ⓞ Attachment Id : [REDACTED] [Top](#)



03 - 1FM5K8D83EG/ -08 May 10:04 - Close-u

○ Attachment Id : [REDACTED] Top



02 - 1FM5K8D83EG/ -08 May 10:03 - Overall

○ Attachment Id : [REDACTED] Top

01 - 1FM5K8D83EGA - 08 May 10:03 - 3/4 Veh



○ Attachment Id : [REDACTED] [Top](#)

**Requester:** [REDACTED]

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**Server:** [REDACTED]

4-Jun-2015

**Retention:** None

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### GCQIS Report Analysis

## Report Summary

Report 2 of 2

Query Name: REPORT RETRIEVAL

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**Report Detail Section :** [View Details](#)

Attachments: 5

**Report# :** [REDACTED]

**Received:** 05/14/2014

**CCRG/EPRC:**

**Reviewed Status:**

**Date:**

**Vehicle:**

2014,EXPLORER 4X4 (U502) ,XLT ,4 DOOR ,MPV ,1FM5K8D83EGA [REDACTED]

**Build Date:** 06/30/2013

**Odometer :**

21,760 M

**Engine:**

3.5L CYCLO

**Calibration:**

EUB1SN0A

**Transmission:**

6F50

**Axle:**

**A/C:**

YES

**Dealer:**

USA 01304 Chapman Ford of Horsham

**Phone#:**

215-674-3600

**City:**

Horsham

**State:**

Pennsylvania

**Country :**

USA

**Originator:**

BOB BIANCO

**Symptom:**

3 38 8 02 FT/FN/BD,NOISE,WIND,ALWAYS

**Status:**

**VFG:**

V11 WIND NOISE

**Additional Symptom:**

REAR GLASS WIND NOISE

**Fix:**

**Causal Component :**

**Condition Code:**

**Region Code:** N3

**Region Name:** Philadelphia

**KOEO:**

**KOEC:**

**KOER:**

**Comments:**

**REPAIR 05/14/2014 05:25PM ALFRED BESKANGY MSS - FCSD - TECH SVC HOTLINE**

RO# [REDACTED] DATE:4/22/2014WARRANTY TYPE:NEW VEHICLE WARRANTY SPW  
INSTALL MILEAGE: SPW INSTALL DATE: 1. PLEASE DESCRIBE CUSTOMERS  
CONCERN. CUSTOMER STATES THERE IS A LOUD WIND NOISE FROM THE REAR OF  
THE MOON ROOF GLASS. 2. WHAT IS THE INTENDED REPAIR, LIST ALL  
COMPONENTS NEEDED FOR REPAIR? VERIFIED CUSTOMERS CONCERN - TESTED 3  
SIMILAR VEHICLES FOR NOISE - NOISE NOT PRESENT IN LIKE VEHICLES - FOUND  
REAR FIXED MOON ROOF GLASS REAR SEAL WARPED AND NOT SEALING PROPERLY  
- TRIED GLASS ADJUSTMENT DID NOT CHANGE NOISE 3. PROVIDE ANY  
ADDITIONAL DETAILS NECESSARY.  
PLEASE INCLUDE ANY AVAILABLE TECHNICAL INFORMATION THAT YOU BELIEVE  
WILL HELP PROCESS YOUR PRIOR APPROVAL REQUEST. REPLACE STATIONARY  
MOON ROOF GLASS

**RECOMM 05/14/2014 05:25PM ALFRED BESKANGY MSS - FCSD - TECH SVC HOTLINE**

[REDACTED], IT IS UNDERSTOOD THE REAR STATIONARY GLASS SEAL IS WARPED  
CAUSING A WIND NOISE. THE GLASS LOGO COMPARED TO THE WINDSHIELD  
BUILD DATE JOB AID INDICATES IT WAS BUILT THE MONTH PRIOR TO THE VEHICLE  
AND LIKELY FACTORY INSTALLED. THIS CONCERN IS BELIEVED TO BE A DEFECT OF  
THE ORIGINAL SEAL AND GLASS AND REPLACEMENT OF THE GLASS PANEL MOON  
ROOF (BASE PART #50054) IS WARRANTABLE. DIPA APPROVED\* APPROVAL CODE:  
PAAPH

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**Requester:** [REDACTED]

Report Summary

**Server:** [REDACTED]

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4-Jun-2015

**Retention:** None

**GCQIS Attachments**

Report Number: [REDACTED]

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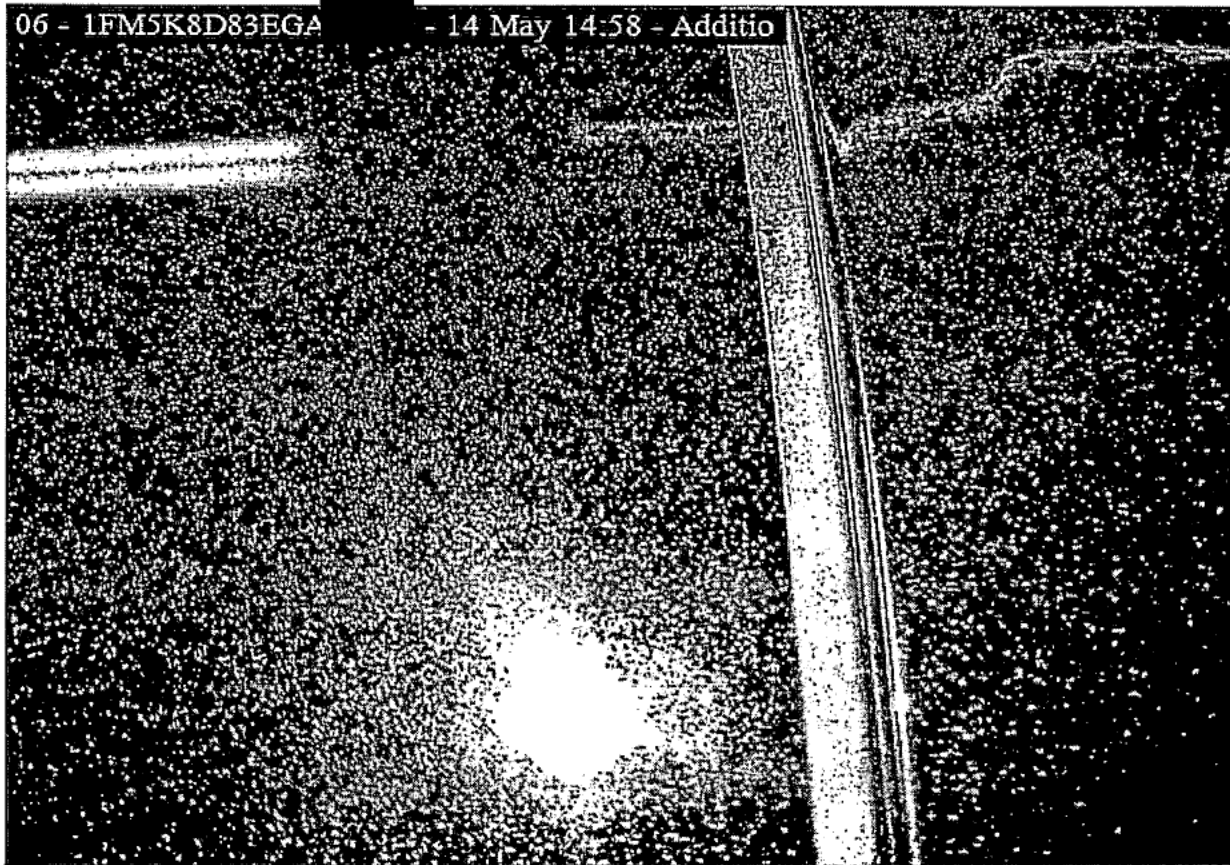
Total Number of Images :5

Number of Images Per Page:5

[Previous Page](#)

1 - 5 Of 5

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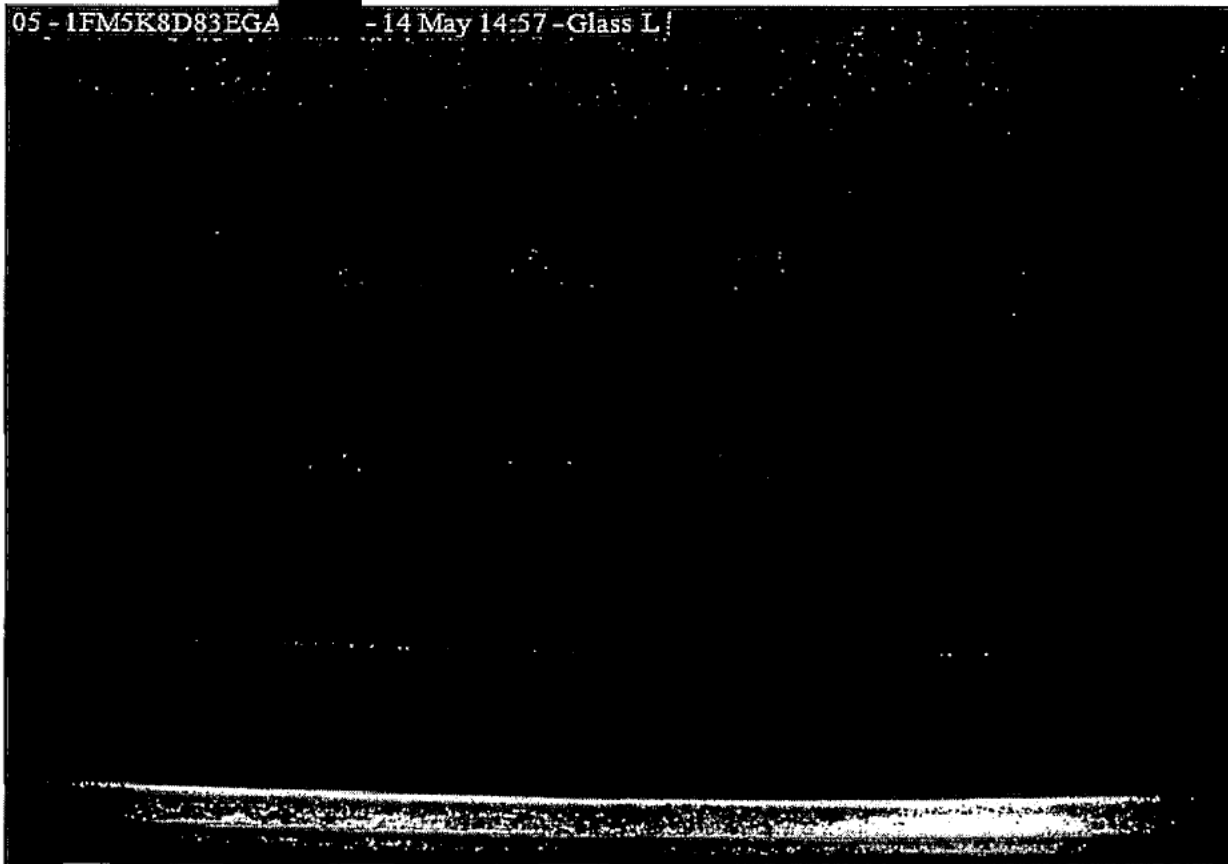


06 - 1FM5K8D83EGA

- 14 May 14:58 - Additio

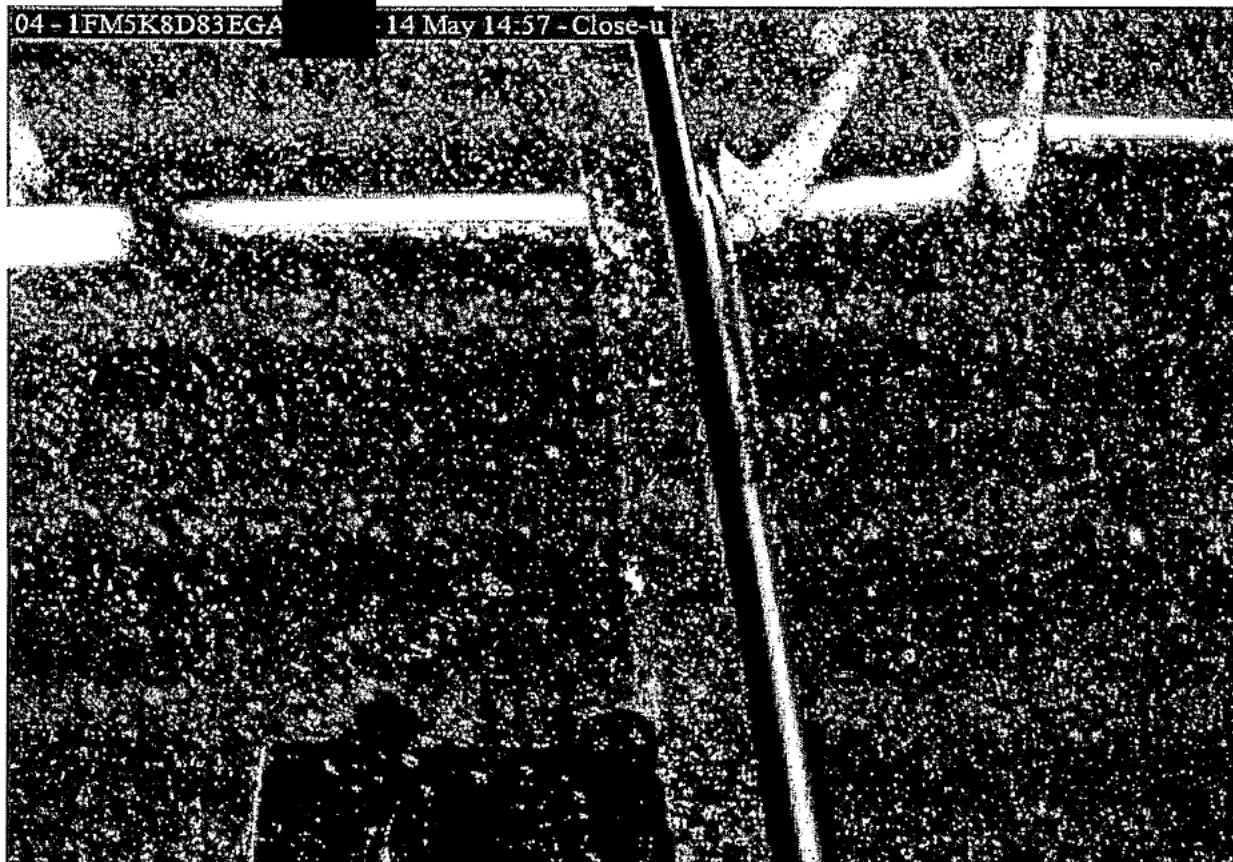
© Attachment Id : [REDACTED] [Top](#)

05 - 1FM5K8D83EGA - 14 May 14:57 - Glass L!

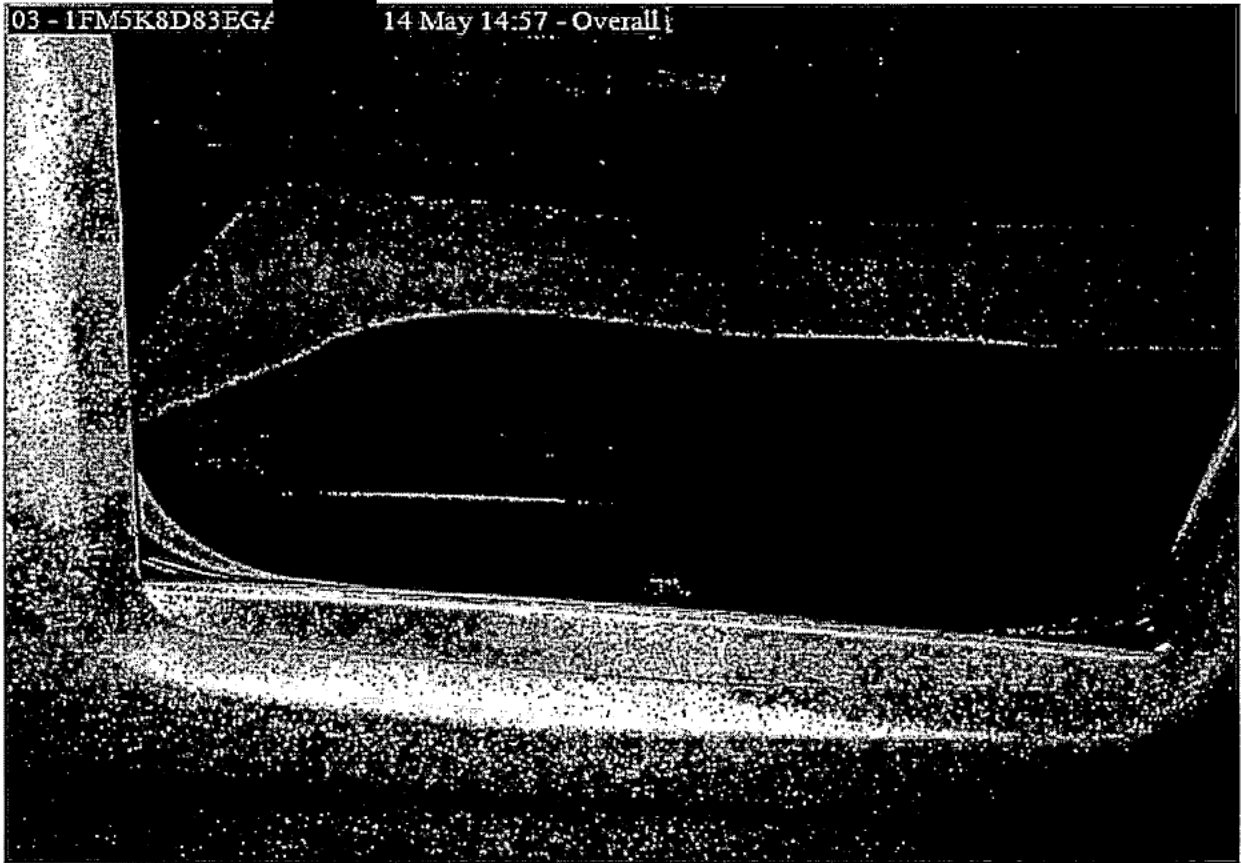


○ Attachment Id : [REDACTED] [Top](#)

04 - 1FM5K8D83EGA - 14 May 14:57 - Close-u



○ Attachment Id : [REDACTED] [Top](#)



○ Attachment Id : [REDACTED] [Top](#)



○ Attachment Id : [REDACTED] [Top](#)

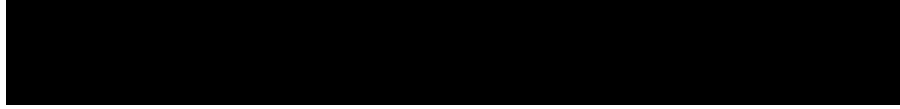
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**Requester:** [REDACTED]  
View Report Attachment - Images  
**Server:** [REDACTED]

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4-Jun-2015  
**Retention:** None

# Lawsuit



**Service of Process  
Transmittal**

01/15/2016

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
1 American Rd, Whq 421-E6  
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:** [REDACTED] Pltf. vs. Ford Motor Company, Dft.  
**DOCUMENT(S) SERVED:** Letter, Cover Sheet, Notice(s), Complaint(s), Verification, Exhibit(s)  
**COURT/AGENCY:** Philadelphia County - Court of Common Pleas, PA  
Case # [REDACTED]  
**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2014 Ford Explorer XLT, VIN:  
1FM5K8D84EGC [REDACTED]  
**ON WHOM PROCESS WAS SERVED:** CT Corporation System, Harrisburg, PA  
**DATE AND HOUR OF SERVICE:** By Certified Mail on 01/15/2016 postmarked on 01/13/2016  
**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: 01/15/2016, Expected Purge Date:  
01/20/2016  
Image SOP  
Email Notification, Chris Dzbanski cdzbansk@ford.com  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com  
**SIGNED:** CT Corporation System  
**ADDRESS:** 116 Pine St Ste 320  
Harrisburg, PA 17101-1250  
**TELEPHONE:** 717-234-6004

DGC LIT 2016JAN19.PN1:23

CERTIFIED MAIL

U.S. POSTAGE  
ZIP 19002 \$ 003.19<sup>0</sup>  
02 17  
0001378899 JAN 13, 2016

**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

H-1

ROBERT M. SILVERMAN  
CRAIGHTHOR KIMMEL

\* Member, PA Bar  
\* Member, NJ Bar  
\* Member, DE Bar  
\* Member, NY Bar  
\* Member, MA Bar  
\* Member, MD Bar  
\* Member, OH Bar  
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\* Member, NH Bar  
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\* Member, DC Bar  
\* Member, CA Bar  
\* Member, VA Bar  
\* Member, TX Bar  
\* Member, WV Bar  
\* Member, CO Bar  
\* Member, FL Bar  
\* Member, IL Bar



**KIMMEL & SILVERMAN**  
P.C.

1-800-LEMON LAW  
[www.lemontlaw.com](http://www.lemontlaw.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) 429-8334, F (856) 216-7344

DELAWARE OFFICE, 501 Silverside Road, Suite 118, Wilmington, DE 19809, P (302) 791-9373, F (302) 791-9476

CONNECTICUT OFFICE, 136 Main Street, Suite 301, Danlison, CT 06239, P (860) 866-4380, F (860) 263-0919

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

PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE

January 8, 2016

**CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

Ford Motor Company  
c/o CT Corporation System  
116 Pine Street  
Suite 320  
Harrisburg, PA 17101

RE: [REDACTED] v. Ford Motor Company  
January Term 2016, No. 000526

Dear Sir/Madam:

Enclosed please find a copy of the Complaint which has been filed against Ford Motor Company in the Court of Common Pleas, Philadelphia County, Pennsylvania. You are being served pursuant to the Pennsylvania Rules of Civil Procedure, Rule 403.

Please refer the attached to the legal department. Note: A responsive pleading is due 20 days after the receipt of the Complaint.

Very truly yours,

Robert A. Rapkin

RAR\cac


JACQUELINE C. HERRITT  
ROBERT A. RAPKIN  
ANGELA K. TROCCOLI  
AMY L. BENNECOFF GINSBURG  
TARA L. PATTERSON  
W. CHRISTOPHER CONSONOVO  
JASON L. GRESHEK  
SHANNON R. HARRIS  
CHAD P. DOMAN  
RYAN FITZGERALD  
RACHEL M. MALL  
RACHEL R. STEVENS  
JOSEPH C. HOEFFEL

Court of Common Pleas of Philadelphia County  
 Trial Division  
**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

**JANUARY 2016**

E-Filing Number: [REDACTED]

PLAINTIFF'S NAME [REDACTED]		DEFENDANT'S NAME FORD MOTOR COMPANY	
PLAINTIFF'S ADDRESS PHILADELPHIA PA [REDACTED]		DEFENDANT'S ADDRESS C/O CT CORPORATION SYSTEM 116 PINE STREET SUITE 320 HARRISBURG PA 17101	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 1	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input checked="" type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input checked="" type="checkbox"/> \$50,000.00 or less <input type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input checked="" type="checkbox"/> Arbitration <input type="checkbox"/> Jury <input type="checkbox"/> Non-Jury <input type="checkbox"/> Other:	 <input type="checkbox"/> Mass Tort <input type="checkbox"/> Savings Action <input type="checkbox"/> Petition U <input type="checkbox"/> Commerce <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> Settlement <input type="checkbox"/> Minors <input type="checkbox"/> W/D/Survival	
CASE TYPE AND CODE 10 - CONTRACTS OTHER			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		FILED <b>PROPROTHY</b> JAN 07 2016 D. SAVAGE	
		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 ROBERT A. RAPKIN		ADDRESS 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, January 07, 2016, 09:21 am	

FINAL COPY (Approved by the Prothonotary Clerk)

USTED ESTA ORDENADO COMPARECER EN Arbitration Hearing 1880 JFK Blvd. 5th fl. at 09:15 AM - 10/03/2016

You must still comply with the notice below. USTED TODAVIA DEBE CUPLIR 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 de novo on appeal from a decision entered by a Judge.

Ambler, PA 19002  
(215) 540-8888

THIS IS AN ARBITRATION  
MATTER. ASSESSMENT OF  
DAMAGES HEARING IS  
REQUESTED. 07/24/2016 09:22 am



COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

Philadelphia, PA

v.

FORD MOTOR COMPANY  
c/o CT Corporation System  
116 Pine Street  
Suite 320  
Harrisburg, PA 17101

CIVIL ACTION

**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 en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y en notificacion. Huce 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, la 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 otros 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: 160100526

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

ATTORNEY FOR PLAINTIFF

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

██████████  
Philadelphia, PA ██████████

v.

FORD MOTOR COMPANY  
c/o CT Corporation System  
116 Pine Street  
Suite 320  
Harrisburg, PA 17101

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

CIVIL ACTION

**COMPLAINT**  
**CODE: 1900**

1. Plaintiff, ██████████ is an adult individual citizen and legal resident of the Commonwealth of Pennsylvania, residing at ██████████, Philadelphia, PA ██████████
2. 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 300 Renaissance Center, P.O. Box 43301, Detroit, MI 48243, and can be served at c/o CT Corporation System, 116 Pine Street, Suite 320, Harrisburg, PA 17101.

**BACKGROUND**

3. On or about May 15, 2014, Plaintiff purchased a new 2014 Ford Explorer XLT, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FM5K8D84EGC ██████████.
4. The vehicle was purchased in the Commonwealth of Pennsylvania and is registered in the Commonwealth of Pennsylvania.

5. 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 \$41,623.74. A true and correct copy of the contract is attached hereto, made a part hereof, and marked Exhibit "A".

6. 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.

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

8. 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.

9. 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.

10. The first documented warranty repair attempt is believed to have occurred on or before June 01, 2015, when the vehicle odometer showed 8,170 miles. On that date, repair attempts were made to the rattle noise from the sunroof, the weatherstripping on front doors is splitting and the key does not unlock the doors. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "B".

11. The second documented warranty repair attempt is believed to have occurred on or before June 29, 2015, when the vehicle odometer showed 9,000 miles. On that date, repair attempts were made to the rattle noise from the sunroof. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "C".

12. The third documented warranty repair attempt is believed to have occurred on or before July 13, 2015, when the vehicle odometer showed 9,583 miles. On that date, repair attempts were made to the rattle noise from the sunroof and the weatherstripping on both front doors is cracking. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "D".

13. The fourth documented warranty repair attempt is believed to have occurred on or before November 11, 2015, when the vehicle odometer showed 13,287 miles. On that date, repair attempts were made to the rattle noise from the sunroof and the driver's side seat squeaks when driving. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "E".

14. The fifth documented warranty repair attempt is believed to have occurred on or before November 30, 2015, when the vehicle odometer showed 13,550 miles. On that date, repair attempts were made to the rattle noise from the sunroof. A true and correct copy of the repair invoice is attached hereto, made a part hereof and marked Exhibit "F".

15. The vehicle continues to exhibit defects and nonconformities which substantially impair its use, value and/or safety as provided in 73 P.S. §1951 et seq.

**COUNT I**  
**MAGNUSON-MOSS (FTC) WARRANTY IMPROVEMENT ACT**

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

17. Plaintiff has or may have resorted to Defendant's informal dispute settlement procedure, to the extent said procedure complies with 16 CFR 703.

18. Plaintiff avers that the Federal Trade Commission (FTC) has determined that no automobile manufacturer complies with 16 CFR 703. See, Fed. Reg. 15636, Vol. 62, No. 63 (Apr. 2, 1997).

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

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

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

22. 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.

23. 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.

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

25. 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.

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

27. As a direct and proximate result of Defendant's failure to comply with the express written warranties, 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.

28. Defendant's failure is a breach of Defendant's contractual and statutory obligations constituting a violation of the Magnuson-Moss Warranty Improvement Act, including but not limited to: breach of express warranties; breach of implied warranty of merchantability; breach of implied warranty of fitness for a particular purpose; breach of contract; and constitutes an Unfair Trade Practice.

29. Plaintiff avers that Defendant's warranty was not provided to Plaintiff until after the vehicle was delivered, making any and all limitations, disclaimers and/or alternative dispute provisions ineffective for a failure of consideration.

30. Plaintiff avers Defendant's Dispute Resolution Program was not in compliance with 16 CFR 703 for the model year of the subject vehicle.

31. Plaintiff avers that Defendant's warranty did not require Plaintiff to first resort to a Dispute Resolution Program before filing suit.

32. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees 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.

**COUNT II**  
**PENNSYLVANIA UNFAIR TRADE PRACTICES AND**  
**CONSUMER PROTECTION LAW**

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

34. Plaintiff is a "Person" as defined by 73 P.S. §201-2(2).

35. Defendant is a "Person" as defined by 73 P.S. §201-2(2).

36. 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."

37. 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.

38. 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.

39. Plaintiff avers Defendant has violated these, as well as other provisions, of 73 P.S. §201-2 et seq.

40. 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.

41. Defendant's conduct surrounding the sale and servicing of the subject vehicle falls within the aforementioned definitions of "unfair or deceptive acts or practices."

42. The Act also authorizes the Court, in its discretion, to award up to three (3) times the actual damages sustained for violations.

WHEREFORE, Plaintiff respectfully demands 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.

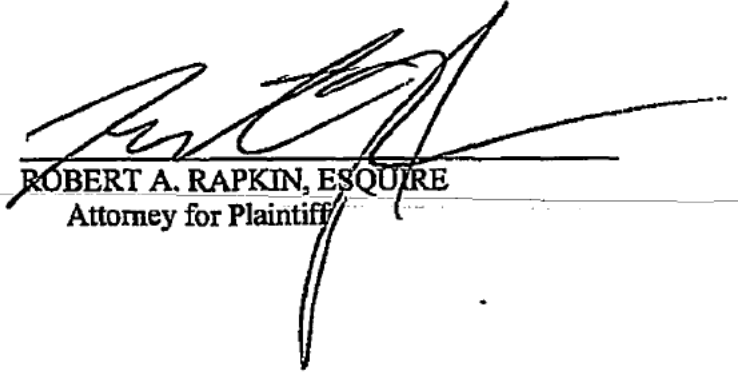
By: 

ROBERT A. RAPKIN, ESQUIRE

Attorney for Plaintiff  
30 East Butler Pike  
Ambler, Pennsylvania 19002  
(215) 540-8888

# VERIFICATION

Robert A. Rapkin, states that he is the attorney for the Plaintiff 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.



ROBERT A. RAPKIN, ESQUIRE  
Attorney for Plaintiff

# BUYER'S ORDER DUNPHY FORD

7700 Frankford Avenue  
Philadelphia, PA 19136  
Phone: 215-624-6700  
Fax: 215-338-3320



DEAL NO: [REDACTED]

CUSTOMER NO: [REDACTED]

<input checked="" type="checkbox"/> NEW or <input type="checkbox"/> USED <input type="checkbox"/> DEMO <input type="checkbox"/> CAR <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> PRIOR USE				NAME [REDACTED]	DATE 05/15/2014	
YR. MAKE MODEL TYPE <b>2014 FORD EXPLORER SW</b>				STREET [REDACTED]		
COLOR STERLING GRAY	TRIM BLK LTH-TR	MILEAGE 112	CITY STATE ZIP PHILADELPHIA PA [REDACTED]			
VIN 1 F M 5 K 8 D B 4 E G C [REDACTED]				PHONE [REDACTED]	PHONE-BUS. [REDACTED]	
STOCK NO. 4T330	SALESMAN JAMES J MOLLOY	TO BE DELIVERED ON OR ABOUT 05/15/2014	SOC. SEC. NO. [REDACTED]	AGE 24	DATE OF BIRTH [REDACTED]	
DESCRIPTION OF TRADE IN				PRICE OF VEHICLE		
YR. MAKE MODEL TYPE <b>2006 HONDA CIVIC SDN</b>				39510.13		
COLOR GREY	TRIM 0	MILEAGE 64220	REBATE 12562		500.00	
VIN 1 H G F A 1 6 8 3 6 L [REDACTED]				REBATE 12564		1000.00
TITLE NO. [REDACTED] PLATE NO. [REDACTED] EXPIR. DATE 07/31/2014				REBATE 12568		500.00
OWNER [REDACTED] LOAN # [REDACTED]				Wheel locks		
LEASER/HOLDER [REDACTED] PHONE [REDACTED]						
ADDRESS [REDACTED] SPOKE WITH [REDACTED]						
AMOUNT [REDACTED] GOOD TILL [REDACTED] VERIFIED BY [REDACTED]						
<b>COLLISION COVERAGE</b>						
NAME OF AGENT LIBERTY MUTUAL				PHONE (800) 225-7014		
ADDRESS [REDACTED]						
POLICY NUMBER [REDACTED]				COLLISION DEDUCTIBLE [REDACTED]		
INSURANCE CO. LIBERTY MUTUAL				SPOKE WITH [REDACTED]		
EFFECTIVE DATE 08/09/2013		EXPIR. DATE 08/09/2014		VERIFIED BY [REDACTED]		
<b>WARRANTY INFORMATION</b>						
<input checked="" type="checkbox"/> <b>FACTORY WARRANTY</b> - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item.						
<input type="checkbox"/> <b>USED CAR WARRANTY</b> - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.						
<input type="checkbox"/> <b>AS IS</b> - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAT THE FUTURE EXCESS OF REPAIRS OR CREDITING ANY DEFECT THAT PRESENTLY EXISTS.						
PURCHASER'S SIGNATURE X [REDACTED]				OTHER CHARGES		
<b>USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.</b> <b>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 CONTRARIA CONTENIDA EN EL CONTRATO DE VENTA.</b>						
						<b>CREDIT</b>
<b>PLAINTIFF'S EXHIBIT</b>						
<b>A</b>						



COLOR GREY	TRIM 0	MILEAGE 64220
VIN 1 H G F A 1 6 8 3 6 L		
TITLE NO.	PLATE NO.	EXPI. DATE 07/31/2014
OWNER	LOAN #	
LEASER	PHONE	
ADDRESS	SPOKE WITH	
AMOUNT	GOOD TILL	VERIFIED BY
COLLISION COVERAGE		
NAME OF AGENT LIBERTY MUTUAL	PHONE (800)225-7014	
ADDRESS		
POLICY NUMBER	COLLISION DEDUCTIBLE	
INSURANCE CO. LIBERTY MUTUAL	SPOKE WITH	
EFFECTIVE DATE 08/09/2013	EXPI. DATE 08/09/2014	VERIFIED BY

REBATE 12564 1000.00  
REBATE 1256B 500.00

Wheel locks

WARRANTY INFORMATION		
<input checked="" type="checkbox"/> <b>FACTORY WARRANTY</b> - The manufacturer's warranty constitutes all of the warranties with respect to the sale of this item. The seller hereby expressly disclaims all warranties, either expressed or implied including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this item.		
<input type="checkbox"/> <b>USED CAR WARRANTY</b> - Used car is covered by a limited warranty detailed in a separate document. You may obtain a full copy of any applicable warranty from us.		
<input type="checkbox"/> <b>AS IS</b> - THIS MOTOR VEHICLE IS SOLD "AS IS" WITHOUT ANY WARRANTY EITHER EXPRESSED OR IMPLIED. THE PURCHASER WILL BEAR THE ENTIRE EXPENSE OF REPAIRING OR CORRECTING ANY DEFECT THAT PRESENTLY EXISTS.		
PURCHASER'S SIGNATURE X		

EXTENDED WARRANTY TYPE	ESP PREMIUM		
MONTHS	72	MILES	75000
			1385.00
		Cash Price of Vehicle & Accessories	38895.13
		Sales Tax	2511.61
REGISTRATION	N/A	TITLE	50.00
		TRANSFER	6.00
		ENCUMBRANCE	23.00
		Documentary Fee	133.00
		Messenger Fee	N/A
		Notary Fee	N/A
		TIRE TAX	5.00
		Total Price	41623.74

**USED CAR BUYERS GUIDE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THE CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

**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.**

If you cancel this purchase agreement or refuse to take delivery of the vehicle ordered, except as permitted by law, you shall, at our option, forfeit as damages the amount of \$

PURCHASER'S SIGNATURE X

Purchaser hereby acknowledges to the above clause.

TOTAL CREDIT	Net Trade + Deposit + Cash on Delivery	Total Down Payment	41623.74
	Trade-In	7500.00	
	Less Payoff	N/A	
	Net Trade In	7500.00	
	Deposit	10123.74	
	Cash on Delivery	24000.00	
	Unpaid Balance of Total Price		N/A

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 sale contract, the complete and exclusive statement of the terms of the agreement relating to the subject matters covered by this Agreement. Buyer, by signing this Agreement, acknowledges that he has read its terms and has received a true copy of this Agreement.

This Agreement is not binding upon either Dealer or Buyer until signed by an authorized Dealer representative. YOU, THE BUYER, MAY CANCEL THIS AGREEMENT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THE AGREEMENT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE.

BUYER HAS READ ALL PAGES OF THIS AGREEMENT AND AGREES TO ALL TERMS AND CONDITIONS IN THIS AGREEMENT.

BUYER SIGNS X \_\_\_\_\_ DATE 05/15/2014

MANAGER'S APPROVAL *Mark Nolle* \_\_\_\_\_ (Must Be Accepted By An Authorized Representative of the Dealer)

CO-BUYER SIGNS X \_\_\_\_\_ DATE \_\_\_\_\_

# CHAPMAN

## AUTO STORES

D/B/A CHAPMAN FORD LINCOLN VW



www.chapmanautogroup.com

CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR <b>ROBERT KEISLER</b>	4974	TAG# [REDACTED]	INVOICE DATE <b>06/02/15</b>	[REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	8,170	COLOR	STOCK NO.
PHILADELPHIA, PA [REDACTED]	YEAR / MAKE / MODEL <b>14 / FORD TRUCK/EXPLORER/4DR XLT 4WD</b>	VEHICLE I.D. NO. <b>1 F M 5 K 8 D 8 4 E G C</b>	DELIVERY DATE	DELIVERY MILES	
[REDACTED]	F.T.E. NO.	P.O. NO.	R.D. DATE <b>06/01/15</b>	SELLING DEALER NO.	PRODUCTION DATE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		MO: [REDACTED]	

**JOB# 1 CHARGES**

LABOR #1191ETZZ WORKS 1 WORKS 1 HOURS: 40.95 TECH(S): 5422 40.95

THE WORKS SPECIAL, CHANGE OIL AND FILTER, ROTATE TIRES,  
PERFORM MULTI POINT INSPECTION  
CHANGE OIL AND FILTER, TIRE ROTATION AND PERFORM MULTI-POINT  
INSPECTION  
PERFORM THE WORKS SPECIAL= CHANGE OIL AND FILTER, ROTATE  
TIRES AND PERFORM MULTI-POINT INSPECTION

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
	1	AA5Z-6714-B	FILTER 516305	7.75	7.75
	6	XO-5N20-QSP	MOTORCRAFT 5M2	2.75	16.50
TOTAL - PARTS					24.25

MISC	CODE	DESCRIPTION	CONTROL NO	
	103	FO-DISPOSAL FEE		2.00
	205	FO-CAR PEOPLE COUPON LABOR		-16.41
	205P	FO-CAR PEOPLE COUPON PARTS		-8.84
TOTAL - MISC				-23.25

**JOB# 1 TOTALS**

LABOR	40.95	
PARTS	24.25	
MISC	-23.25	
<b>JOB# 1 JOURNAL PREFIX FOCs</b>	<b>JOB# 1 TOTAL</b>	<b>41.95</b>

**JOB# 2 CHARGES**

LABOR #12118ETZ ELECTRICAL SYS DIAG HOURS: 1.00 TECH(S): 5422 WARRANTY

CUSTOMER STATES-KEY DOES NOT UNLOCK DOORS EVERY TIME BUTTON  
IS USED/WORKS HALF THE AMOUNT OF TIMES.  
PERFORMANCE TEST NO REPAIR-COULD NOT VERIFY.

**JOB# 2 TOTALS**

<b>JOB# 2 JOURNAL PREFIX FOCs</b>	<b>JOB# 2 TOTAL</b>	<b>0.00</b>
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**JOB# 3 CHARGES**

LABOR #3125ETZ INTERIOR HOURS: 40.50 TECH(S): 5422 INTERNALS

CUSTOMER STATES-RATTLE SOUND IN SUNROOF ON DRIVERSIDE  
PERFORMANCE TEST -ROAD TEST WITH CUSTOMER NO REPAIR  
COULD NOT VERIFY

**JOB# 3 TOTALS**

<b>JOB# 3 JOURNAL PREFIX FOCs</b>	<b>JOB# 3 TOTAL</b>	<b>0.00</b>
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**JOB# 4 CHARGES**

LABOR #4125ETZ INTERIOR HOURS: [REDACTED] WARRANTY



**DISCLAIMER OF WARRANTIES**  
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.



**THANK YOU**

# CHAPMAN

CHRYSLER AUTO STORES

Jeep

DODGE LINCOLN



www.chapmanautogroup.com

D/B/A CHAPMAN FORD LINCOLN VW



CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	SALES REP. ROBERT KEISLER	4974	TAG [REDACTED]	INVOICE DATE 06/02/15	[REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 8,170	COLOR	STOCK NO.
PHILADELPHIA, PA [REDACTED]	YEAR / MAKE / MODEL 14/FORD TRUCK/EXPLORER/4DR XLT 4WD			DELIVERY DATE	DELIVERY MILES
[REDACTED]	VEHICLE ID NO L F M 5 K 8 D B 4 E G [REDACTED]			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE 06/01/15		
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			MO: [REDACTED]

CUSTOMER STATES WEATHER STRIPPING ON FRONT DRIVER AND PASS SIDE IS SPLITTING ORDER WEATHER STRIPS

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	0	885Z-78253A10-B	WEATHER 629184		
PART ON SPECIAL ORDER					
** QUANTITY 2 IS SPECIAL ORDERED **					
TOTAL - PARTS				0.00	
JOB# 4 TOTALS					
JOB# 4 JOURNAL PREFIX FOCs				JOB# 4 TOTAL	0.00
JOB# 5 CHARGES					
LABOR # 6577E1Z99P MULTI POINT INSP HOURS: TECH(S):9758 0.00					
PERFORM MULTI POINT INSPECTION					
JOB# 5 TOTALS					
JOB# 5 JOURNAL PREFIX FOCs				JOB# 5 TOTAL	0.00
JOB# 6 CHARGES					
LABOR # 6577E1Z676E ATW TIRE MEASUREMENT HOURS: TECH(S):9758 0.00					
INSPECT TIRES - TIRES IN GREEN ZONE - GOOD.					
JOB# 6 TOTALS					
JOB# 6 JOURNAL PREFIX FOCs				JOB# 6 TOTAL	0.00
JOB# 7 CHARGES					
LABOR # 6577E1Z6BK GREEN TRUCK BRAKE HOURS: TECH(S):9758 0.00					
BRAKES CHECKED GREEN AND OKAY AT THIS TIME					
JOB# 7 TOTALS					
JOB# 7 JOURNAL PREFIX FOCs				JOB# 7 TOTAL	0.00
JOB# 8 CHARGES					
LABOR # 6577E1Z6BAC BATTERY TEST GOOD HOURS: TECH(S):9758 0.00					
BATTERY TEST GOOD					
BATTERY TEST GOOD					
BATTERY TEST GOOD					
JOB# 8 TOTALS					
JOB# 8 JOURNAL PREFIX FOCs				JOB# 8 TOTAL	0.00
TECHNICIAN CERTIFICATION					
9758		PETER S WILKENS		2228	

**DISCLAIMER OF WARRANTIES**  
 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

For the number 776-STATE BUSINESS FORMS (646) 879-3636 BY 8/17

# CHAPMAN



www.chapmanautogroup.com

D/B/A CHAPMAN FORD LINCOLN VW



CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR <b>ROBERT KEISLER</b>	4974	TAG NO. [REDACTED]	INVOICE DATE <b>06/02/15</b>	INVOICE NO. [REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>8,170</b>	COLOR	STOCK NO.
PHILADELPHIA, PA [REDACTED]	YEAR / MAKE / MODEL <b>14/FORD TRUCK/EXPLORER/4DR XLT 4WD.</b>			DELIVERY DATE	DELIVERY MILES
[REDACTED]	VEHICLE I.D. NO. <b>1 F M 5 K 8 D 8 4 E G C [REDACTED]</b>			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>06/01/15</b>	[REDACTED]	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: [REDACTED]

TOTALS

\*\*\*\*\*  
 \* METHOD OF PAYMENT \*  
 \* [ ] CASH [ ] CHECK No ..... [X] VISA/MC \*  
 \* [ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R \*  
 \* RECEIVED BY ..... DATE ..... \*  
 \* \*\*\*\*\*

TOTAL LABOR.....	40.95
TOTAL PARTS.....	24.25
TOTAL SUBLET.....	0.00
TOTAL G.O.G.....	0.00
TOTAL MISC CHG.....	2.00
TOTAL MISC DISC.....	-25.25
TOTAL TAX.....	3.20
<b>TOTAL INVOICE \$</b>	<b>45.15</b>

**DISCLAIMER OF WARRANTIES**  
 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.

CUSTOMER SIGNATURE  
 P A D  
 JUN 02 2015  
 CASHIER [Signature]

**CHAPMAN FORD OF PHILADELPHIA**  
**QUICK SERVICES**  
 Oil Change, Tire Rotation, Air Filter  
 No Appointment Necessary  
 Hours 8 am to 3 pm  
 Monday through Friday  
 Saturday By Appointment Only  
 Call to Check For A Wait Time  
 (215) 698-7000



FORM 179-31112 SUBSTITUTIONS (08/01) 5/10/2009 (07407)

**THANK YOU**

# Service Appointment Confirmation for Your 2014 Ford Explorer at Chapman Ford of Northeast Philadelphia

Inbox x

Chapman's on the Boulevard [noreply@nlmdlr.com](mailto:noreply@nlmdlr.com) via [mkt.cmdlr.com](http://mkt.cmdlr.com)

Jun  
17

to me



FORD SERVICE

Chapman Ford of Northeast Philadelphia

## APPOINTMENT CONFIRMATION

Your appointment for your 2014 Ford Explorer  
is scheduled for:

Monday 6/29/2015  
at 7:00 AM

Call [REDACTED] or

Visit Us Online >

Since no repairs done, Service  
adviser BOB will leave job  
open.

Dear David Mockus,

Thank you for scheduling an appointment with Chapman Ford of Northeast Philadelphia for 6/29/2015, at 7:00 AM.

If needed, please modify or cancel your appointment. Contact us at (215) 698-7000 with any questions.

We look forward to providing you with excellent service.

Robert Keisler  
Service Advisor

## REQUESTED SERVICES



- INSTALL ORDERED WEATHER STRIPS
- CK FOR RATTLE NOISE MOON ROOF?

Chapman Ford of Northeast Philadelphia



We look forward to seeing you!

Chapman Ford of Northeast Philadelphia  
9371 Roosevelt Blvd.  
Philadelphia, PA 19114  
(215) 698-7000  
<http://www.chapmencars.com>

[Explore FordOwner.com](http://FordOwner.com) >

[Back to Top](#)

---

Please be aware this appointment reserves time with a dedicated service advisor to discuss your vehicle needs and is not a promise time to complete services on your vehicle.

This email was sent by:  
Chapman Ford of Northeast Philadelphia  
9371 Roosevelt Blvd.  
Philadelphia, PA 19114

Please note: This email was sent from a notification-only address that cannot accept incoming email. Please do not reply to this message.

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# CHAPMAN

CHRYSLER  
**AUTO STORES**



www.chapmanautogroup

'B/A CHAPMAN FORD LINCOLN VW



**CHAPMAN FORD OF PHILADELPHIA  
QUICK SERVICES**  
Oil Change, Tire Rotation, Air Filter  
No Appointment Necessary  
Hours 8 am to 3 pm  
Monday through Friday  
Saturday By Appointment Only  
Call to Check For A Wait Time  
(215) 698-7000

CELL: [REDACTED]

CUSTOMER NO. [REDACTED]  
[REDACTED]  
PHILADELPHIA, PA [REDACTED]  
RESIDENCE PHONE [REDACTED] BUSINESS PHONE [REDACTED]

INVOICE DATE 07/30/15	INVOICE NO. [REDACTED]
COLOR V	STOCK NO. [REDACTED]
WARRANTY DATE	DELIVERY MILES
SELLING DEALER NO.	PRODUCTION DATE
RO. DATE 07/13/15	

MO: [REDACTED]

JOB# 1 CHARGES  
LABOR  
#1106ETZ ACCESSORIES: [REDACTED] HOURS: [REDACTED] WARRANTY:  
RATTLE NOISE FROM MOON ROOF  
NO REPAIR PERFORMED COULD NOT VERIFY

JOB# 1 TOTALS  
JOB# 1 JOURNAL PREFIX FOCs JOB# 1 TOTAL 0.00

JOB# 2 CHARGES  
LABOR  
#2724ETZ BODY AND GLASS: [REDACTED] HOURS: 0:50 TECH(S): 5422 WARRANTY:  
CUST STATES CK BOTH FRONT DOOR WEATHERSTRIPS ARE CRACKING  
T90-42-7825324  
REPLACE BOTH DOOR WEATHER STRIPS

PARTS	QTY	FP NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	B85Z-7825325-B	WEATHER 511775		
	1	B85Z-7825324-B	WEATHER 511775		
TOTAL - PARTS				0.00	0.00

JOB# 2 TOTALS  
JOB# 2 JOURNAL PREFIX FOCs JOB# 2 TOTAL 0.00

TOTALS  
\*\*\*\*\*  
METHOD OF PAYMENT  
[ ] CASH [ ] CHECK No [ ] VISA/MC  
[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R  
RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_  
\*\*\*\*\*  
TOTAL LABOR..... 0.00  
TOTAL PARTS..... 0.00  
TOTAL SUBLET..... 0.00  
TOTAL G.O.G..... 0.00  
TOTAL HISC CHG..... 0.00  
TOTAL HISC DISC..... 0.00  
TOTAL TAX..... 0.00  
TOTAL INVOICE \$ 0.00

**DISCLAIMER OF WARRANTIES**  
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.



CUSTOMER SIGNATURE



THANK YOU

# CHAPMAN

CHRYSLER **AUTO STORES** CHEVROLET

Jeep

DODGE LINCOLN



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D/B/A CHAPMAN FORD LINCOLN VW



CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	NAME OF BUYER <b>ROBERT KEISLER</b>	4974	TAX [REDACTED]	INVOICE DATE <b>11/20/15</b>	[REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>13,287</b>	COLOR	STOCK NO.
PHILADELPHIA, PA [REDACTED]	YEAR/MAKE/MODEL <b>14/FORD TRUCK/EXPLORER/4DR XLT 4WD</b>	DELIVERY DATE		DELIVERY MILES	
[REDACTED]	VEHICLE ID. NO. <b>1FMSK8D84EGC [REDACTED]</b>	SELLING DEALER NO.		PRODUCTION DATE	
[REDACTED]	F.T.E. NO.	P.O. NO.	RO. DATE <b>11/11/15</b>	REPRINT# <b>2</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		MO: [REDACTED]	

**JOB# 1 CHARGES**

LABOR # 1 91FTZZ WORKS HOURS: 40.95 TECH(S): 5422

THE WORKS SPECIAL, CHANGE OIL AND FILTER, ROTATE TIRES, PERFORM MULTI POINT INSPECTION  
CHANGE OIL AND FILTER, TIRE ROTATION AND PERFORM MULTI-POINT INSPECTION  
PERFORM THE WORKS SPECIAL- CHANGE OIL AND FILTER, ROTATE TIRES AND PERFORM MULTI-POINT INSPECTION

QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	
1	AA5Z-6714-B	FILTER 516305	5.69	5.69
6	XQ-5W20-BSP	MOTORCRAFT SAE	2.75	16.50
TOTAL - PARTS				22.19

CODE	DESCRIPTION	CONTROL NO.	
204	FIRST MAINTENANCE		-63.14
TOTAL - MISC			-63.14

**JOB# 1 TOTALS**

LABOR	40.95
PARTS	22.19
MISC	-63.14

**JOB# 2 CHARGES**

JOB# 1 JOURNAL PREFIX FOCs JOB# 1 TOTAL 0.00

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**IMPORTANT**

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LABOR # 2 24FTZ BODY AND GLASS HOURS: 2.20 TECH(S): 5422 WARRANTY: 1

CUSTOMER STATES RATTLE- STILL IN SUNROOF ON BUMPS AND WHEN SHUTTING DOOR - BOTH INTER N50-42-5450054

ACCESS HEADLING AND GLASS ASSEMBLY-ADJUST MOON ROOF GLASS ASSEMBLY AND REINSTALL CONTACT HOT LINE ASSISTANCE #109360478

**JOB# 2 TOTALS**

JOB# 2 JOURNAL PREFIX FOCs JOB# 2 TOTAL 0.00

LABOR # 3 24FTZ1 BODY AND GLASS HOURS: 1.60 TECH(S): 5422 WARRANTY: 2

CUSTOMER STATES-DRIVERS SEAT NOISEY WHEN LEANING ON BACK RATTLE FROM BOTTOM BACK OF CHAIR (SQUEAKS) 5453100-4-N50

VERIFY-R&I FRT SEAT AND DISASSEMBLE-LUBE ALL MOUNTING PARTS ON LOWER SEAT FRAME AND REASSEMBLE

QTY	FP-NUMBER	DESCRIPTION	
1	XG-3-A	LUBRICA 909977	WARRANTY
1	XF1051	ACID BRUSHES	WARRANTY

ALL-STATE LEGAL  
PLAINTIFF'S EXHIBIT  
**2**

# CHAPMAN

## AUTO STORES



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D/B/A CHAPMAN FORD LINCOLN VW



CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	APPROVED BY ROBERT KEISLER	4974 TAG [REDACTED]	INVOICE DATE 11/20/15	[REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	13,287 MILEAGE	COLOR
PHILADELPHIA, PA [REDACTED]	YEAR / MAKE / MODEL 14 / FORD TRUCK/EXPLORER/4DR XLT 4WD			DELIVERY DATE
[REDACTED]	VIN 1FMSK8D84EGC [REDACTED]			DELIVERY MILES
[REDACTED]	F.T.E. NO.	P.O. NO.	RD. DATE 11/11/15	REPRINT# 2
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

JOB# 3 TOTALS	TOTAL - PARTS	0.00
JOB# 3 JOURNAL PREFIX FOCS	JOB# 3 TOTAL	0.00
COMMENTS: CASE # [REDACTED] // RENTAL RESERVED		
TOTALS		
METHOD OF PAYMENT	TOTAL LABOR....	40.95
[ ] CASH [ ] CHECK No [ ] VISA/MC	TOTAL PARTS....	22.19
[ ] AMEX [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R	TOTAL SUBLET....	0.00
RECEIVED BY ..... DATE .....	TOTAL G.O.G....	0.00
	TOTAL MISC CHG.	0.00
	TOTAL MISC DISC	-63.14
	TOTAL TAX.....	0.00
	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

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 Thank You,  
 CHAPMAN AUTO GROUP

CUSTOMER SIGNATURE

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# CHAPMAN



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D/B/A CHAPMAN FORD LINCOLN VW



CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR <b>ROBERT KEISLER</b>	4974	TAG NO. [REDACTED]	INVOICE DATE <b>12/11/15</b>
[REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE <b>13,550</b>	COLOR
PHILADELPHIA, PA [REDACTED]	YEAR/MAKE/MODEL <b>14/FORD TRUCK/EXPLORER/4DR XLT 4WD</b>			DELIVERY DATE
[REDACTED]	VEHICLE ID. NO. <b>1FM5K8D84EGC [REDACTED]</b>			DELIVERY MILES
[REDACTED]	F.T.E. NO.	P.O. NO.	R.O. DATE <b>11/30/15</b>	REPRINT# <b>1</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: [REDACTED]

**JOB# 1 CHARGES**

LABOR  
#11067Z ACCESSORIES INSTALL HOURS: 0.50 TECH(S): 9758 WARRANTY:

MOON RATTLE NOISE CUSTOMER STATES -  
VERIFY-REPLACE STATIONERY GLAS AT STEVES AUTO-SET AND RESEAL  
STATIONERY GLAS FOR MOON ROOF-AUTH#PAA01

PARTS	QTY	FP-NUMBER	DESCRIPTION	UNIT PRICE	WARRANTY
	1	B8SZ-78500A18-B	GLASS 502137		0.00
				TOTAL - PARTS	0.00

SUBLET	PO#	VEND	INV#	INV. DATE	DESCRIPTION	WARRANTY
	30812	010166	12/10/15	GLASS REPAIR		0.00
					TOTAL - SUBLET	0.00

**JOB# 1 TOTALS**

**JOB# 2 CHARGES**

LABOR  
#12067ZACGI ACCESSORIES INSTALL HOURS: 0.50 TECH(S): 5422 WARRANTY:

UPDATE SYNC SYSTEM  
A15-42-SYNC  
PERFORM SYNC UPDATE

**JOB# 2 TOTALS**

**JOB# 2 JOURNAL PREFIX FOCs JOB# 2 TOTAL 0.00**

COMMENTS  
NEW HAT 8963

TECHNICIAN CERTIFICATION  
9758 PETER S WILKENS 2228

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Thank You,  
CHAPMAN AUTO GROUP



# CHAPMAN

## AUTO STORES



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D/B/A CHAPMAN FORD LINCOLN VW



CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR <b>ROBERT KEISLER</b>	4974	YAG# [REDACTED]	INVOICE DATE <b>12/11/15</b>	[REDACTED]
[REDACTED]	LABOR RATE	LICENSE NO.	WEAWEAGE <b>13,550</b>	COLOR	STOCK NO.
[REDACTED]	YEAR / MAKE / MODEL <b>14 / FORD TRUCK / EXPLORER / 4DR XLT 4WD</b>			DELIVERY DATE	DELIVERY MILES
PHILADELPHIA, PA [REDACTED]	VEHICLE ID. NO. <b>1 F M 5 K 8 D B 4 E G C [REDACTED]</b>			SELLING DEALER NO.	PRODUCTION DATE
[REDACTED]	F.T.E. NO.	P.O. NO.		REG. DATE <b>11/30/15</b>	REPRINT# <b>1</b>
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS			

MO: [REDACTED]

TOTALS-----

*****	METHOD OF PAYMENT	*	TOTAL LABOR....	0.00
*	[ ] CASH [ ] CHECK No [ ] VISA/MC	*	TOTAL PARTS....	0.00
*	[ ] ANEX. [ ] DISCOVER [ ] DINER'S CLUB [ ] A/R	*	TOTAL SUBLET....	0.00
*	RECEIVED BY ..... DATE .....	*	TOTAL G.O.G....	0.00
*	*****	*	TOTAL MISC CHG.	0.00
		*	TOTAL MISC DISC	0.00
		*	TOTAL TAX.....	0.00
		*	<b>TOTAL INVOICE \$</b>	<b>0.00</b>

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Monday through Friday  
Saturday By Appointment Only  
Call to Check For A Wait Time  
(215) 698-7000

# Lawsuit



ORIGINAL

6028  
9/17/17

FILED  
Superior Court of California  
County of Los Angeles

SEP 21 2017

Sherri H. Carter, Executive Officer/Clerk

By [Signature] Deputy  
Stephanie Bolden

Jessica Anvar, SBN 250610  
Jordan G. Cohen, SBN 281942  
Michael Ouziel, SBN 294875  
**CONSUMER LAW EXPERTS, PC**  
5757 W. Century Blvd. Suite 500  
Los Angeles, California 90045  
Telephone: (310) 442-1410  
Fax: (877) 566-8828  
jessica@nolemon.com  
jordan@nolemon.com  
Michael@nolemon.com

Attorneys for Plaintiff, [Redacted]

\$51  
Hurd/Huge

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES

[Redacted], an individual,

Case No.: [Redacted]

Plaintiff,

UNLIMITED JURISDICTION

COMPLAINT FOR DAMAGES:

vs.

1) Breach of Express Warranty Pursuant to  
Song-Beverly Consumer Warranty Act; and  
2) Breach of Implied Warranty Pursuant to  
Song-Beverly Consumer Warranty Act.

FORD MOTOR COMPANY, a Delaware  
corporation; and DOES 1 through 50, inclusive

DEMAND FOR JURY TRIAL

Defendants.

BY FAX

RECEIPT #: [Redacted]  
DATE PAID: 09/21/17 02:44 PM  
PAYMENT: \$435.00 310  
RECEIVED:  
CHECK: \$435.00  
CASH: \$0.00  
CHANGE: \$0.00  
CARD: \$0.00

CIT/CASE:  
LEA/DEF#:

1 TO THE HONORABLE COURT AND DEFENDANTS HEREIN:

2 COMES NOW Plaintiff, [REDACTED] an individual (hereinafter referred to as  
3 "Plaintiff"), for causes of action against manufacturer FORD MOTOR COMPANY; and DOES  
4 1 through 50, inclusive, and allege as follows:

5  
6 **GENERAL ALLEGATIONS**

7 1. The true names and/or capacities, whether individual, corporate, associate, or  
8 otherwise, of defendants DOES 1 through 50, inclusive, and each of them, are unknown to  
9 Plaintiff, who therefore sues said defendants by such fictitious names. Plaintiff is informed and  
10 believes, and thereupon alleges, that each of the defendants fictitiously named herein as a DOE is  
11 legally responsible, negligently or in some other actionable manner, for the events and  
12 happenings hereinafter referred to, and thereby proximately caused the injuries and damages to  
13 Plaintiff as hereinafter alleged. Plaintiff will seek leave of Court to amend this Complaint and  
14 state the true names and/or capacities of said fictitiously named defendants when the same have  
15 been ascertained.

16 2. Plaintiff is informed and believes, and thereupon alleges, that at all times  
17 mentioned herein, Defendants, and each of them, including DOES 1 through 50, inclusive, and  
18 each of them, were the agents, servants, employees, and/or joint venturers' of their co-  
19 defendants, and each was, as such, acting within the course, scope, and authority of said agency,  
20 employment, and/or venture, and that each and every defendant, as aforesaid, when acting as a  
21 principal, was negligent in the selection and hiring of each and every other defendant as an agent,  
22 employee, and/or joint venture.

23 3. Plaintiff, [REDACTED], and at times mentioned herein was, a resident of the  
24 County of Los Angeles, State of California.

25 4. Plaintiff is informed and believes and thereupon alleges that at all times  
26 mentioned herein, that Defendant, manufacturer FORD MOTOR COMPANY (hereinafter  
27 "Manufacturer") is a corporation authorized to do business in the State of California and is  
28 engaged in the manufacture, sale, and distribution of motor vehicles and related equipment and

1 services. Manufacturer is also in the business of marketing, supplying, and selling written  
2 warranties to the public at large through a system of authorized dealerships. Manufacturer does  
3 business in all counties in the state of California.

4 5. On or about August 16, 2015, in exchange for valuable consideration, Plaintiff  
5 purchased a 2016 Ford Explorer (hereinafter the "Ford"), manufactured by Manufacturer, with  
6 corresponding Vehicle Identification Number 1FM5K8GT6GGA [REDACTED] from Manufacturer's  
7 authorized dealership located in the City of Placentia, County of Orange, California.

8 6. The price of the FORD, including sales tax, registration charges, document fees  
9 and other collateral charges, such as finance charges, totaled approximately \$61,713.60.

10 7. In consideration for the purchase of the FORD, manufacturer issued and supplied  
11 several written warranties, including a three (3) year/36,000 mile basic warranty, as well as other  
12 standard warranties outlined in the Manufacturer's Warranty Booklet.

13 8. On or about August 16, 2015, Plaintiff took possession of the FORD and shortly  
14 thereafter experienced the various defects listed below that substantially impaired the use, safety  
15 and/or value of the FORD.

16 9. The defects listed below violate the express written warranties issued by  
17 Manufacturer, as well as the implied warranty of merchantability.

18 10. Plaintiff presented the FORD to Manufacturer's authorized repair facilities for  
19 various defects, including, but not limited to the following:

- 20 a. Defective engine;  
21 b. Defective suspension system;  
22 c. Any additional complaints made by Plaintiff, whether or not they are  
23 contained in the records or on any repair orders.

24 11. Plaintiff provided Manufacturer through its authorized repair facilities sufficient  
25 opportunity to repair the FORD.

26 12. Manufacturer, through its authorized repair facilities was unable and/or failed to  
27 repair the FORD within a reasonable number of attempts.

28 13. Said defects have substantially impaired the safety, use and or value of the FORD.

1           14.    Said defects could not have been discovered by Plaintiff prior to Plaintiff's  
2 acceptance of the FORD.

3           15.    As a result of said defects, Plaintiff revoked acceptance of the FORD in writing  
4 on March 24, 2017.

5           16.    At the time of revocation of acceptance of the FORD, the FORD was in  
6 substantially the same condition as at time of delivery except for damage caused by its own wear  
7 and tear.

8           17.    Manufacturer refused Plaintiff's demand for revocation and has refused to provide  
9 Plaintiff with the remedies Plaintiff is entitled to upon revocation.

10          18.    The FORD remains in a defective and unmerchantable condition, and continues to  
11 exhibit the above-mentioned defects that substantially impair the FORD's safety, use, and/or  
12 value.

13          19.    Plaintiff has and will continue to be financially damaged due to Manufacturer's  
14 failure to comply with the provisions of the express and implied warranties.

15  
16                                   **FIRST CAUSE OF ACTION**

17                                   **BREACH OF EXPRESS WARRANTY PURSUANT TO**  
18                                   **THE SONG-BEVERLY CONSUMER WARRANTY ACT**

19          20.    Plaintiff realleges and incorporates herein by reference each and every allegation  
20 and statement contained in paragraphs 1 through 19, inclusive, of the General Allegations,  
21 above.

22          21.    Pursuant to California Civil Code §1793.2, Plaintiff has presented the FORD to  
23 authorized service dealers of Manufacturer within the term of protection and has tendered the  
24 FORD for repairs for the above-mentioned defects that substantially affect the safety, use and/or  
25 value of the FORD.

26          22.    Manufacturer has been unable or unwilling to repair said defects within a  
27 reasonable amount of time.

28

1           23. Pursuant to Civil Code §1793.2, Plaintiff is entitled to a refund of the full  
2 purchase price of the vehicle, including all collateral charges and finance charges, and/or a  
3 replacement vehicle, plus all attorneys' fees and costs.

4           24. Manufacturer has willfully violated the provisions of this act by knowing of their  
5 obligations to refund or replace Plaintiff's FORD, but refusing to fulfill them.

6           WHEREFORE, Plaintiff prays for judgement against Manufacturer as follows:

7                   a. Return of the FORD's purchase price and all incidental and consequential  
8 damages incurred by Plaintiff;

9                   b. Return of all finance charges incurred by Plaintiff for the FORD;

10                  c. All reasonable attorneys' fees and costs, witness fees and all court costs  
11 and other costs;

12                  d. A civil penalty pursuant to California Civil Code §1794 (c); and

13                  e. Such other Relief that the Court deems just and appropriate.

14  
15                                   **SECOND CAUSE OF ACTION**

16                                   **BREACH OF IMPLIED WARRANTY PURSUANT**  
17                                   **TO THE SONG-BEVERLY CONSUMER WARRANTY ACT**

18           25. Plaintiff re-alleges and incorporates herein by reference each and every allegation  
19 and statement contained in paragraphs 1 through 24, inclusive, of the General Allegations,  
20 above.

21           26. The FORD purchased by Plaintiff was subject to an implied warranty of  
22 merchantability as defined by California Civil Code §1790 running from the Manufacturer to the  
23 intended consumer, Plaintiff herein.

24           27. Manufacturer is a supplier of consumer goods as a person engaged in the business  
25 of making consumer products directly available to Plaintiff.

26           28. Manufacturer is prohibited from disclaiming or modifying any implied warranties  
27 under Civil Code §1790.

28    ///

1 29. Pursuant to Civil Code §1790, Plaintiff's FORD was impliedly warranted to be fit  
2 for the ordinary purpose for which it was intended.

3 30. The FORD was warranted to pass without objection in the trade under the  
4 contract description, and was required to conform to the descriptions of the vehicle contained in  
5 the contracts and labels.

6 31. The above-described defects in the FORD caused it to fail to possess even the  
7 most basic degree of fitness for ordinary use.

8 32. As a result of breaches of implied warranty by Manufacturer, Plaintiff has  
9 suffered and continues to suffer various damages.

10  
11 **PRAYER**

12 WHEREFORE, Plaintiff prays for judgement against Manufacturer as follows:

13 a. Return of all monies paid or in alternative applicable damages pursuant to  
14 Section 2714 of the Commercial Code, and all incidental and consequential damages incurred;

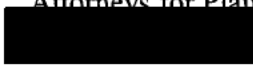
15 b. All reasonable attorneys' fees and costs, witness fees and all court costs  
16 and other costs; and

17 c. Such other Relief that the Court deems just and appropriate.

18  
19 Dated: September 18, 2017

Respectfully Submitted,  
CONSUMER LAW EXPERTS, PC

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22 By: 

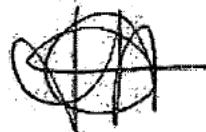
Jessica Anvar  
Attorneys for Plaintiff  
23 

**DEMAND FOR JURY TRIAL**

Plaintiff, [REDACTED] hereby demands a trial by jury.

Dated: September 18, 2017

Respectfully Submitted,  
CONSUMER LAW EXPERTS, PC



By:

\_\_\_\_\_  
Jessica Anvar  
Attorneys for Plaintiff

[REDACTED]

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Jessica Anvar, SBN 250610  
Consumer Law Experts, PC  
5757 W. Century Blvd., Suite 500  
Los Angeles, CA 90045  
TELEPHONE NO.: 310-442-1410 FAX NO.: 877-566-8828  
ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY  
**FILED**  
Superior Court of California  
County of Los Angeles

SEP 21 2017

By Sherril R. Carter, Executive Officer/Clerk  
Sherrya Bolden, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 North Hill Street  
MAILING ADDRESS: 111 North Hill Street  
CITY AND ZIP CODE: Los Angeles, CA 90012  
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME:  
[Redacted] vs. Ford Motor Company

**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 NO. [Redacted]  
JUDGE:  
DEPT:

BY FAX

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:
- |   |  |   |
|---|--|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PI/PD/WD (23) <p><b>Non-PI/PD/WD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PI/PD/WD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> 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): Four (4)
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.)

Date: September 18, 2017  
Jessica Anvar, Esq.

(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.  
• If this cover sheet is filed 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.

**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 P/IPD/W/D (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)
  - Physicians & Surgeons
  - Other Professional Health Care Malpractice
- Other P/IPD/W/D (23)
  - Premises Liability (e.g., slip and fall)
  - Intentional Bodily Injury/PD/W/D (e.g., assault, vandalism)
  - Intentional Infliction of Emotional Distress
  - Negligent Infliction of Emotional Distress
  - Other P/IPD/W/D

**Non-P/IPD/W/D (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-P/IPD/W/D 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

SHORT TITLE: <span style="background-color: black; color: black;">[REDACTED]</span> vs. Ford Motor Company	CASE NUMBER: <span style="background-color: black; color: black;">[REDACTED]</span>
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**BY FAX**

**This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 4-5  HOURS/  DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |   |
|---|---|
| <ol style="list-style-type: none"> <li>1. Class actions must be filed in the Stanley Mosk Courthouse, central district.</li> <li>2. May be filed in central (other county, or no bodily injury/property damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office</li> </ol> |
|---|---|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category/No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
<b>Auto Tort</b>	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
<b>Other Personal Injury/ Property Damage/ Wrongful Death Tort</b>	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

Non-Personal Injury/ Property Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2.,3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: <span style="background-color: black; color: black;">[REDACTED]</span> vs. Ford Motor Company	CASE NUMBER
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**Judicial Review**
**Provisionally Complex Litigation**
**Enforcement of Judgment**
**Miscellaneous Civil Complaints**
**Miscellaneous Civil Petitions**

A Civil Case Cover Sheet Category No	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: [REDACTED] vs. Ford Motor Company	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.</b>  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 2737 Denton Ave.
CITY: Rosemead	STATE: CA	ZIP CODE: 91770

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

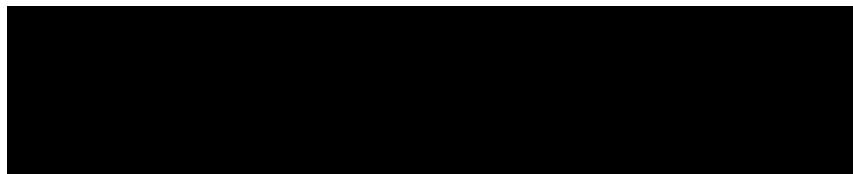
Dated: 09/11/2017

(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, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the 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 in order 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.

# Lawsuit



**Service of Process  
Transmittal**

11/14/2017

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
1 American Rd Whq 421-E6  
Dearborn, MI 48126-2701

**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:** [REDACTED] And [REDACTED], Pltfs. vs. Ford Motor Company, et al., Dfts.  
**DOCUMENT(S) SERVED:** Summons, Complaint, Cover sheet, Instructions, Certificate, attachment(s)  
**COURT/AGENCY:** Riverside County - Superior Court - Riverside, CA  
Case # [REDACTED]  
**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2016 Ford Explorer, VIN:  
1FM5K8GT3GGD [REDACTED]  
**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA  
**DATE AND HOUR OF SERVICE:** By Process Server on 11/14/2017 at 15:00  
**JURISDICTION SERVED :** California  
**APPEARANCE OR ANSWER DUE:** Within 30 days after service  
**ATTORNEY(S) / SENDER(S):** Deborah L. Horowitz  
California Lemon Law Group, Inc.  
11440 West Bernardo Court  
Suite 300  
San Diego, CA 92127  
858-451-2554  
**ACTION ITEMS:** CT has retained the current log, Retain Date: 11/14/2017, Expected Purge Date:  
11/19/2017  
Image SOP  
Email Notification, Chris Dzbanski cdzbansk@ford.com  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com  
**SIGNED:** C T Corporation System  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615

11/14/17 @ 3PM

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**  
Ford Motor Company and Does, 1 through 10, inclusive

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

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

NOV 13 2017

M. Criel

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le queda 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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://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): Riverside County Superior Court  
4050 Main Street  
Riverside, California 92501

CASE NUMBER:  
[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):  
Deborah L. Horowitz, California Lemon Law Group, Inc., 11440 W. Bernardo Ct., #300, San Diego, CA 92127

DATE: ~~November 10, 2017~~ 11/13/17 Clerk, by M. Criel, Deputy (Adjunta) (Secretario)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



- NOTICE TO THE PERSON SERVED:** You are served
- as an individual defendant.
  - as the person sued under the fictitious name of (specify):
  - on behalf of (specify): Ford Motor Company
 

under: <input checked="" type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
  - by personal delivery on (date):

1 CALIFORNIA LEMON LAW GROUP, INC.  
2 Deborah L. Horowitz, State Bar No. 216607  
3 11440 West Bernardo Court  
4 Suite 300  
5 San Diego, California 92127  
6 Telephone: (858) 759-2501  
7 Facsimile: (858) 759-2502  
8 E-mail: Debbie@CaliforniaLemonLawGroup.com

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

NOV 13 2017

M. Criel

6 Attorneys for Plaintiffs

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 COUNTY OF RIVERSIDE

11 [REDACTED],  
12 Plaintiffs,  
13 v.  
14 FORD MOTOR COMPANY,  
15 and DOES 1 through 10, inclusive,  
16 Defendants.

Case No.: [REDACTED]  
COMPLAINT FOR RESTITUTION  
AND DAMAGES  
[VIOLATION OF THE SONG-  
BEVERLY CONSUMER WARRANTY  
ACT]  
Complaint Filed: November 10, 2017

18 Plaintiffs, [REDACTED], allege as follows:

19 GENERAL ALLEGATIONS

20 1. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
21 defendant FORD MOTOR COMPANY, is and was a corporation and registered to do  
22 business in the State of California and doing business in the County of Riverside.

23 2. The true names and capacities of DOES 1 through 10, inclusive, are not known  
24 to Plaintiffs at this time and therefore Plaintiffs sue those defendants by such fictitious  
25 names. Plaintiffs will amend this complaint to allege the true names and capacities of such  
26 defendants when they are ascertained.

27 ///  
28 ///

1           3. Each of the defendants in this case acted as the principal, agent, employee or  
2 other authorized representative in relation to the other; all defendants acted at all times  
3 mentioned in this complaint within the course and scope of their respective authority and  
4 with the full knowledge and consent of the other defendants. Furthermore, Plaintiffs are  
5 informed and believe and thereon allege that all acts of corporate employees as hereinafter  
6 alleged were authorized or ratified by an officer, director, or managing agent of the  
7 corporate employer.

8           4. On or about August 10, 2016, Plaintiffs leased a brand new 2016 Ford Explorer  
9 with Vehicle Identification Number: 1FM5K8GT3GGD [REDACTED].

10           5. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil  
11 Code sections 1790 et seq., the aforementioned vehicle constitutes a "new motor vehicle."

12           6. Plaintiffs are "buyers" of consumer goods under the Act.

13           7. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or  
14 "distributor" under the Act.

15           8. Defendant FORD MOTOR COMPANY offered an "express warranty" to  
16 Plaintiffs pursuant to the Act.

17           9. The sale of the aforementioned vehicle to Plaintiffs was accompanied by an  
18 implied warranty that the vehicle was merchantable. The sale of the aforesaid vehicle to  
19 Plaintiffs was also accompanied by defendant FORD MOTOR COMPANY'S implied  
20 warranty of fitness.

21           10. The subject vehicle has suffered from serious defects and non-conformities to  
22 warranty, including, but not limited to, the repeated failure of the suspension system. The  
23 foregoing defects and non-conformities to warranty manifested themselves within the  
24 applicable express warranty period.

25           11. Plaintiffs delivered the subject vehicle to an authorized FORD MOTOR  
26 COMPANY service and repair facility for repair of the aforementioned defects and non-  
27 conformities to warranty on numerous occasions.

28   ///

1           12. Defendant has been unable and/or has refused to conform Plaintiffs' vehicle to  
2 the applicable express and implied warranties under the Act after a reasonable number of  
3 repair attempts. Furthermore, the aforementioned defects and non-conformities to warranty  
4 substantially impair the use, value, and/or safety of the subject vehicle to Plaintiffs.

5           13. Notwithstanding Plaintiffs' entitlement, defendant failed to comply with its  
6 obligations under the Act to repurchase the vehicle and make restitution.

7           14. By failure of defendant to comply with its obligations under the Act to repurchase  
8 the vehicle and make restitution, defendant is in breach of its obligations under the Act.

9           15. Plaintiffs are entitled to justifiably revoke acceptance of the aforementioned  
10 vehicle under the Act.

11           16. Under the Act, Plaintiffs are entitled to reimbursement of the purchase price paid  
12 for the subject vehicle less that amount directly attributable to use by the Plaintiffs prior to  
13 the discovery of the defects and non-conformities.

14           17. Plaintiffs are entitled to all incidental, consequential and general damages  
15 resulting from defendant's failure to comply with its obligations under the Act.

16           18. Plaintiffs are entitled under the Act to recover as part of the judgment a sum  
17 equal to the aggregate amount of costs and expenses, including attorney's fees,  
18 reasonably incurred in connection with the commencement and prosecution of this action.

19           19. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up  
20 to two times the amount of actual damages in that defendant has willfully failed to comply  
21 with its responsibilities under the Act.

22           WHEREFORE, Plaintiffs pray for judgment against defendant as follows:

- 23           1. For rescission of the contract and restitution of all consideration;
- 24           2. For actual compensatory and general damages according to proof at time of trial;
- 25           3. That such actual, compensatory and general damages be doubled and awarded
- 26           4. Prejudgment interest from date of rescission;
- 27           5. For attorney's fees incurred herein according to proof;
- 28           6. For costs of suit incurred herein; and

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7. For such other and further relief as the Court deems just and proper.

Dated: November 10, 2017

CALIFORNIA LEMONLAW GROUP, INC.  
Attorneys for Plaintiffs

By:   
DEBORAH L. HOROWITZ

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Deborah L. Horowitz, S.B.N. 216607 California Lemon Law Group, Inc. 11440 W. Bernardo Court, Suite 300 San Diego, California 92127 TELEPHONE NO.: (858) 759-2501      FAX NO.: (858) 759-2502 ATTORNEY FOR (Name): Plaintiffs	<b>FOR COURT USE ONLY</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF <b>Riverside</b> STREET ADDRESS: 4050 Main Street MAILING ADDRESS: 4050 Main Street CITY AND ZIP CODE: Riverside, California 92501 BRANCH NAME:	
CASE NAME: <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div> v. Ford Motor Company and Does 1-10	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CASE NUMBER: <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div>	
JUDGE: _____ DEPT: _____	

Items 1-6 below must be completed (see instructions on page 2).

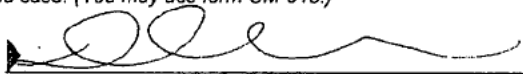
1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (08) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> 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.)

Date: November 10, 2017  
Deborah L. Horowitz

(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.

**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**

<p><b>Auto Tort</b>                  Auto (22)—Personal Injury/Property Damage/Wrongful Death                  Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i></p> <p><b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>                  Asbestos (04)                  Asbestos Property Damage                  Asbestos Personal Injury/Wrongful Death                  Product Liability <i>(not asbestos or toxic/environmental)</i> (24)                  Medical Malpractice (45)                  Medical Malpractice—                  Physicians &amp; 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</p> <p><b>Non-PI/PD/WD (Other) Tort</b>                  Business Tort/Unfair Business Practice (07)                  Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)                  Defamation (e.g., slander, libel) (13)                  Fraud (16)                  Intellectual Property (19)                  Professional Negligence (25)                  Legal Malpractice                  Other Professional Malpractice <i>(not medical or legal)</i>                  Other Non-PI/PD/WD Tort (35)</p> <p><b>Employment</b>                  Wrongful Termination (36)                  Other Employment (15)</p>	<p><b>Contract</b>                  Breach of Contract/Warranty (06)                  Breach of Rental/Lease                  Contract <i>(not unlawful detainer or wrongful eviction)</i>                  Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i>                  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 <i>(not provisionally complex)</i> (18)                  Auto Subrogation                  Other Coverage                  Other Contract (37)                  Contractual Fraud                  Other Contract Dispute</p> <p><b>Real Property</b>                  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 <i>(not eminent domain, landlord/tenant, or foreclosure)</i></p> <p><b>Unlawful Detainer</b>                  Commercial (31)                  Residential (32)                  Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i></p> <p><b>Judicial Review</b>                  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</p>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b>                  Antitrust/Trade Regulation (03)                  Construction Defect (10)                  Claims Involving Mass Tort (40)                  Securities Litigation (28)                  Environmental/Toxic Tort (30)                  Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)</p> <p><b>Enforcement of Judgment</b>                  Enforcement of Judgment (20)                  Abstract of Judgment (Out of County)                  Confession of Judgment <i>(non-domestic relations)</i> (18)                  Sister State Judgment                  Administrative Agency Award <i>(not unpaid taxes)</i>                  Petition/Certification of Entry of Judgment on Unpaid Taxes                  Other Enforcement of Judgment Case</p> <p><b>Miscellaneous Civil Complaint</b>                  RICO (27)                  Other Complaint <i>(not specified above)</i> (42)                  Declaratory Relief Only                  Injunctive Relief Only <i>(non-harassment)</i>                  Mechanics Lien                  Other Commercial Complaint Case <i>(non-tort/non-complex)</i>                  Other Civil Complaint <i>(non-tort/non-complex)</i></p> <p><b>Miscellaneous Civil Petition</b>                  Partnership and Corporate Governance (21)                  Other Petition <i>(not specified above)</i> (43)                  Civil Harassment                  Workplace Violence                  Elder/Dependent Adult Abuse                  Election Contest                  Petition for Name Change                  Petition for Relief From Late Claim                  Other Civil Petition</p>
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- BANNING 311 E. Ramsey St., Banning, CA 92220
- BLYTHE 265 N. Broadway, Blythe, CA 92225
- HEMET 880 N. State St., Hemet, CA 92543
- MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553

- MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
- PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
- RIVERSIDE 4050 Main St., Riverside, CA 92501
- TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591

RI-030

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)          Deborah L. Horowitz, S.B.N. 216607          California Lemon Law Group, Inc.          11440 W. Bernardo Court, Suite 300          San Diego, CA 92127</p> <p>TELEPHONE NO: (858) 759-2501      FAX NO. (Optional): (858) 759-2502          E-MAIL ADDRESS (Optional): Debbie@CaliforniaLemonLawGroup.com          ATTORNEY FOR (Name): Plaintiffs</p>	<p style="text-align: center; font-size: small;">FOR COURT USE ONLY</p> <p style="text-align: center; font-size: 2em; font-weight: bold;">FILED</p> <p style="text-align: center; font-size: small;">SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE</p> <p style="text-align: center; font-size: 1.5em;">NOV 13 2017</p> <p style="text-align: center; font-size: 1.2em;">M. Criel</p> <hr/> <p>CASE NUMBER: <span style="background-color: black; color: black;">[REDACTED]</span></p>
<p>PLAINTIFF/PETITIONER: <span style="background-color: black; color: black;">[REDACTED]</span></p> <p>DEFENDANT/RESPONDENT: Ford Motor Company and Does 1 through 10, inclusive</p>	
<p><b>CERTIFICATE OF COUNSEL</b></p>	

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

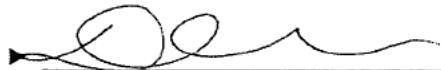
- The action arose in the zip code of: [REDACTED] \_\_\_\_\_
- The action concerns real property located in the zip code of: \_\_\_\_\_
- The Defendant resides in the zip code of: \_\_\_\_\_

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at [www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov).

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date November 10, 2017

Deborah L. Horowitz  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY MAKING DECLARATION)

  
(SIGNATURE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
4050 Main Street  
Riverside, CA 92501  
[www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov)

NOTICE OF DEPARTMENT ASSIGNMENT FOR ALL PURPOSES

VS FORD MOTOR COMPANY

CASE NO. RIC1721376

This case is assigned to the Honorable Judge John W Vineyard in Department 07 for all purposes.

The Case Management Conference is scheduled for 05/14/18 at 8:30 in Department

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section. The court follows California Rules of Court, Rule 3.1308(a) (1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the Internet by 3:00 pm on the court day immediately before the hearing at <http://www.riverside.courts.ca.gov/tentativerulings.shtml>. If you do not have internet access, you may obtain the tentative ruling by telephone at (760)904-5722.

To request oral argument, not later than 4:30 pm on the court day before the hearing you must (1) notify the judicial secretary at (760)904-5722 and (2) inform all other parties. If no request for oral argument is made by 4:30 pm, the tentative ruling will become the final ruling on the matter effective the date of the hearing.

Requests for accommodations can be made by submitting Judicial Council form MC-410 no fewer than five court days before the hearing. See California Rules of Court,

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing NOTICE on this date, by depositing said copy as stated above.

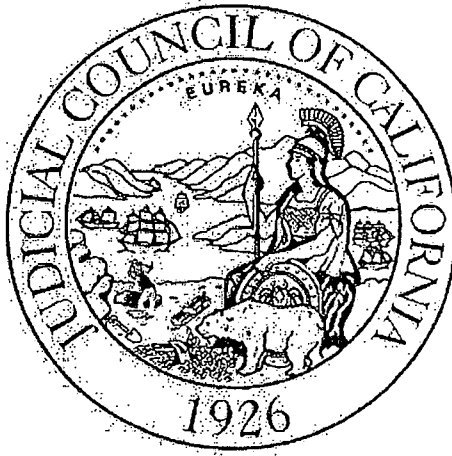
Date: 11/13/17

Court Executive Officer/Clerk

by: \_\_\_\_\_

MELINDA E CRIEL, Deputy Clerk

**ALTERNATIVE DISPUTE RESOLUTION  
IN CIVIL CASES**





SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
[www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov)

Self-represented parties: <http://riverside.courts.ca.gov/selfhelp/self-help.shtml>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) –  
INFORMATION PACKAGE**

(California Rules of Court, Rule 3.221; Local Rule, Title 3, Division 2)

**\*\*\* THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE  
ON EACH PARTY WITH THE COMPLAINT. \*\*\***

**What is ADR?**

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration and settlement conferences.

**Advantages of ADR:**

- ⌘ Faster: ADR can be done in a 1-day session within months after filing the complaint.
- ⌘ Less expensive: Parties can save court costs and attorneys' and witness fees.
- ⌘ More control: Parties choose their ADR process and provider.
- ⌘ Less stressful: ADR is done informally in private offices, not public courtrooms.

**Disadvantages of ADR:**

- ⌘ No public trial: Parties do not get a decision by a judge or jury.
- ⌘ Costs: Parties may have to pay for both ADR and litigation.

**Main Types of ADR:**

**Mediation:** In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

**Mediation may be appropriate when the parties:**

- ⌘ want to work out a solution but need help from a neutral person; or
- ⌘ have communication problems or strong emotions that interfere with resolution; or
- ⌘ have a continuing business or personal relationship.

**Mediation is not appropriate when the parties:**

- ⌘ want their public "day in court" or a judicial determination on points of law or fact;
- ⌘ lack equal bargaining power or have a history of physical/emotional abuse.

**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 "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Arbitration may be appropriate when the parties:

- ⌘ want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- ⌘ do not want to risk going through both arbitration and trial (Judicial Arbitration)
- ⌘ do not want to give up their right to trial (binding arbitration)

**Settlement Conferences:** Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

**RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS**

ADR Information and forms are posted on the ADR website: <http://riverside.courts.ca.gov/adr/adr.shtml>

**General Policy:**

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

**Court-Ordered ADR:**

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

**Private ADR (for cases not ordered to arbitration or mediation):**

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

**BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:**

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
  - ⌘ Your preferences for mediation or arbitration.
  - ⌘ Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

**RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:**

- ⌘ The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <http://adr.riverside.courts.ca.gov/adr/civil/panelist.php> or ask for the list in the civil clerk's office, attorney window.
- ⌘ Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):  
Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015  
Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900

ATTORNEY OR PARTY WITHOUT ATTORNEY <i>(Name, State Bar number, and address):</i>  TELEPHONE NO.: _____ FAX NO. <i>(Optional):</i> _____ E-MAIL ADDRESS <i>(Optional):</i> _____ ATTORNEY FOR <i>(Name):</i> _____	<b>COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE</b> <input type="checkbox"/> <b>Banning</b> - 135 N. Alessandro Road, Banning, CA 92220 <input type="checkbox"/> <b>Hemet</b> - 880 N. State Street, Hemet, CA 92543 <input type="checkbox"/> <b>Indio</b> - 46-200 Oasis Street, Indio, CA 92201 <input type="checkbox"/> <b>Riverside</b> - 4050 Main Street, Riverside, CA 92501 <input type="checkbox"/> <b>Temecula</b> - 41002 County Center Drive, Bldg. C - Suite 100, Temecula, CA 92591	
PLAINTIFF(S): _____  DEFENDANT(S): _____	CASE NUMBER: _____  CASE MANAGEMENT CONFERENCE DATE(S): _____
<b>STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)</b> (CRC 3.2221; Local Rule, Title 3, Division 2)	

**Court-Ordered ADR:**

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

- Mediation                       Judicial Arbitration (non-binding)

**Private ADR:**

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

- Mediation                       Judicial Arbitration (non-binding)  
 Binding Arbitration         Other (describe): \_\_\_\_\_

Proposed date to complete ADR: \_\_\_\_\_

**SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.**

PRINT NAME OF PARTY OR ATTORNEY <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	SIGNATURE OF PARTY OR ATTORNEY	DATE
PRINT NAME OF PARTY OR ATTORNEY <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	SIGNATURE OF PARTY OR ATTORNEY	DATE
PRINT NAME OF PARTY OR ATTORNEY <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	SIGNATURE OF PARTY OR ATTORNEY	DATE
PRINT NAME OF PARTY OR ATTORNEY <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	SIGNATURE OF PARTY OR ATTORNEY	DATE

Additional signature(s) attached

# Lawsuit



Gary C. Byler, Esquire  
Sandra L. Sampson, Esquire  
Cornelia Woodley, Esquire

January 12, 2018

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

**RECEIVED**

**JAN 24 2018**

RE: Our Client: [REDACTED]  
Vehicle: 2017 Ford Explorer  
VIN: 1FM5K8HT8HGA [REDACTED]

***Notice of Nonconformity Pursuant to Virginia's Motor Vehicle Warranty Enforcement Act,  
Title 59.1, Chapter 17.3 of the Code of Virginia, 1950, as amended.***

To Whom It May Concern:

Please be advised that I have been retained by [REDACTED] to represent his interests with regard to the vehicle described above. The purpose of this letter is to provide the manufacturer with notice of the nonconformity of this vehicle to its warranty under Virginia law, as referenced above.

Please be advised that the delivery date of this vehicle was July 29, 2016 with approximately 0 miles on the odometer. My client purchased the vehicle from Priority Ford, located at 7520 N. Military Hwy, Norfolk, VA 23518. On January 31, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning lane keeping assistant. Priority Ford stated that the problem was normal and the vehicle was held for one day.

On May 16, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning lane keeping assistant. Priority Ford performed camera alignment procedure and the vehicle was held for three days.

On May 19, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning lane keeping assistant. Priority For performed camera alignment procedure and the vehicle was held for twenty-five days.

On June 29, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning lane keeping assistant. Priority Ford was unable to reproduce and/or correct concern at that time. We have enclosed copies of all repair orders and pertinent documents which affirm these repair attempts.

OGC Lit  
Consumer Claims

**JAN 25 2018**

In addition, on August 2, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning airbag light. Priority Ford re-routed the connectors and installed new wiring pigtail per TSB and the vehicle was held for one day.

On October 17, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning airbag light. Priority Ford checked for DTC's and resecured the connector and the vehicle was held for two days.

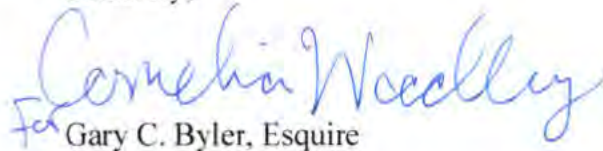
On January 11, 2018, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of intermittently malfunctioning airbag light. Priority Ford could not duplicate the concern and took no action to correct the problem and the vehicle was held for two days.

According to §59.1-201.13 of the Code of Virginia, 1950, as amended, the manufacturer, its agents and authorized dealers have had a reasonable number of attempts to conform the vehicle to its warranty. My client is entitled to a refund of the full contract price, including all collateral charges and incidental damages, less a reasonable allowance for the consumer's use of the vehicle up to the date of the first notice of nonconformity that is given to the manufacturer, its agents or authorized dealer. As of the date of this letter, the mileage of Mr. [REDACTED] vehicle is 25,502.

Enclosed please find a Schedule of Damages which outlines our demand pursuant to the Motor Vehicle Warranty Enforcement Act, Title 59.1, Chapter 17.3 of the Code of Virginia, 1950, as amended. If we fail to receive contact from you within ten (10) days of this letter, we will have no other alternative but to file a lawsuit with the Norfolk Circuit Court.

Thank you for your attention to this matter. We look forward to receiving a response from you in the near future.

Sincerely,

  
For Gary C. Byler, Esquire

GCB:ciw  
Enclosures

**BYLER & SAMPSON, PC**  
ATTORNEYS AT LAW

505 S. Independence Boulevard • Suite 201 • Virginia Beach, Virginia 23452

Virginia Beach: (757) 490-8094 • Facsimile: (757) 490-0414  
Eastern Shore: (757) 331-4400 • Toll Free: (800) 566-0276

PE23-001 000189 LAWSUITS

## SCHEDULE OF DAMAGES

### 2017 Ford Explorer

DATE OF VEHICLE DELIVERY: July 29, 2016

WRITTEN NOTICE OF NON-CONFORMITY: January 19, 2018

**CONTRACT PRICE:** **\$52,310.07**

**COLLATERAL CHARGES:** **\$2,934.83**

<i>Sales Tax</i>	\$2,122.11
<i>License Fees</i>	\$45.75
<i>Online Filing Fee</i>	\$10.00
<i>Title Fees</i>	\$10.00
<i>Finance Charges and Interest</i>	\$0.00
<i>Transportation Charges</i>	\$0.00
<i>Dealer Preparation Charges</i>	\$0.00
<i>Service Contract Charges</i>	\$1,765.00
<i>Undercoating Charges</i>	\$0.00
<i>Rust Proofing Charges</i>	\$0.00
<i>Installed Options Charges</i>	\$0.00
<i>Down Payment</i>	\$0.00
<i>Credits and Allowances for Trade-in Vehicles</i>	-\$1,250.00
<i>Virginia State Gross Rec. Tax</i>	\$104.02
<i>Government Taxes</i>	\$52.95
<i>Gap Contract</i>	\$0.00
<i>Processing Fee</i>	\$75.00
<i>Credit Insurance</i>	\$0.00

**LESS: MILEAGE UP TO DATE OF NOTICE** **-\$6,630.52**

*As of January 19, 2018:*

25,502 miles @ .26 per mile \$ 6,630.52

**ATTORNEY'S FEES:** (pursuant to Va. Code § 59.1-207.14) **\$7,500.00**

**TOTAL DEMAND** **\$56,114.38**

*This Schedule of Damages is a compromise value and does not reflect sums sought should litigation become necessary.*

*Prepared by:*

**Byler & Sampson, PC**  
505 S. Independence Boulevard, Suite 201  
Virginia Beach, VA 23452  
Telephone: (757) 490-8094  
Facsimile: (757) 490-0414

**Service of Process  
Transmittal**

03/08/2019

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
FORD MOTOR COMPANY  
1 American Rd Whq 421-E6  
Dearborn, MI 48126-2701

**RE: Process Served in Virginia**

**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:** [REDACTED] Pltf. vs. Ford Motor Company and Freedom Ford, Inc., etc., Dfts.  
**DOCUMENT(S) SERVED:** Summons, Complaint, Letter, Cover Sheet, Exhibit(s)  
**COURT/AGENCY:** Norfolk City Circuit Court, VA  
Case # [REDACTED]  
**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2017 Ford Explorer, VIN:  
1FM5K8HT8HGA [REDACTED]  
**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Glen Allen, VA  
**DATE AND HOUR OF SERVICE:** By Process Server on 03/08/2019 at 11:00  
**JURISDICTION SERVED :** Virginia  
**APPEARANCE OR ANSWER DUE:** Within 21 days after such service  
**ATTORNEY(S) / SENDER(S):** Gary C. Byler  
Byler & Sampson, PC  
505 S. Independence Boulevard, Suite 201  
Virginia Beach, VA 23452  
757-490-8094  
**ACTION ITEMS:** CT has retained the current log, Retain Date: 03/08/2019, Expected Purge Date:  
03/13/2019  
Image SOP  
Email Notification, Chris Dzbanski cdzbansk@ford.com  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com  
**SIGNED:** C T Corporation System  
**ADDRESS:** 4701 Cox Road  
Suite 285  
Glen Allen, VA 23060  
**TELEPHONE:** 804-217-7255

COMMONWEALTH OF VIRGINIA



NORFOLK CIRCUIT COURT  
Civil Division  
150 ST. PAUL'S BLVD 7TH FLOOR  
NORFOLK VA 23510  
(757) 769-8539

Summons

To: FORD MOTOR COMPANY  
CT CORPORATION SYSTEM, RA  
4701 COX RD, STE. 285  
GLEN ALLEN VA 23060

Case No. [REDACTED]

The party upon whom this summons and the attached complaint are served is hereby notified that unless within 21 days after such service, response is made by filing in the clerk's office of this court a pleading in writing, in proper legal form, the allegations and charges may be taken as admitted and the court may enter an order, judgment, or decree against such party either by default or after hearing evidence.

Appearance in person is not required by this summons.

Done in the name of the Commonwealth of Virginia on, Monday, March 04, 2019

Clerk of Court: GEORGE E. SCHAEFER III

by \_\_\_\_\_  
*Nancy Steeds*  
(CLERK/DEPUTY CLERK)

Instructions:

Hearing Official:

Attorney's name: WOODLEY, CORNELIA  
757-490-8094

VIRGINIA: IN THE CIRCUIT COURT OF THE CITY OF NORFOLK

██████████  
Plaintiff,

v.

At Law # ██████████

FORD MOTOR COMPANY

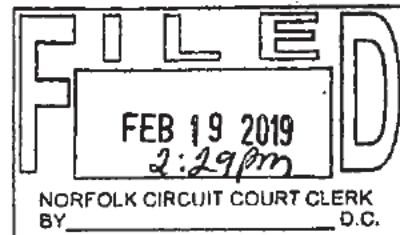
AND

FREEDOM FORD, INC. D/B/A PRIORITY FORD

Defendants.

Serve: CT Corporation System, Reg. Agent  
Ford Motor Company  
4701 Cox Road, Suite 285  
Glen Allen, VA 23060

Rebecca S. Colaw, Reg. Agent  
Freedom Ford, Inc. d/b/a Priority Ford  
112 W. Washington Street  
Suite 505  
Suffolk, VA 23434



**COMPLAINT**

Plaintiff, ██████████ by counsel, moves for judgment against the defendants, Ford Motor Company and Freedom Ford d/b/a Priority Ford (collectively referred to as "the Defendants"), jointly and severally on the grounds and in the amount set forth below:

1. Defendant Freedom Ford, Inc. d/b/a Priority Ford (hereinafter "Priority Ford"), is a corporation conducting business in the Commonwealth of Virginia engaged in the business of selling, leasing, marketing, servicing and distributing automobiles and is located at 7520 N. Military Highway in the City of Norfolk, Virginia.

2. Defendant Ford Motor Company is a corporation conducting business in the Commonwealth of Virginia and is engaged in the business of manufacturing automobiles which it sells through various agents, including Priority Ford.

3. Defendant Priority Ford holds out to the general public that each and every one of the automobiles sold, leased and marketed by it is constructed of sound material and in a good and workmanlike manner and free from defects, and that the automobiles are safe and fit for the purpose for which they are used and for which they were designed, namely, to drive upon the public highways.

4. Defendant Ford Motor Company holds out to the general public that each and every one of the automobiles it manufactures is constructed of sound material and in a good and workmanlike manner and free from defects, and that the automobiles are safe and fit for the purpose for which they are used and for which they were designed, namely, to drive upon the public highways.

5. That on July 29, 2016, the plaintiff, relying upon the express and implied warranty of the Defendants that said automobiles so manufactured were safe and fit for the purpose for which they are used and for which they were designed, purchased one 2017 Ford Explorer automobile, Serial Number 1FM5K8HT8HGA [REDACTED], manufactured by the defendant, Ford Motor Company. The corresponding Bill of Sale is attached hereto and labeled "Exhibit A."

6. On August 3, 2016, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the leaking sunroof and to notify the defendant, its agents and authorized dealers of the non-conformity. A corresponding invoice is attached hereto and labeled "Exhibit B."

7. On January 30, 2017, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the malfunctioning lane keeping assistant and to notify the defendant, its agents and authorized dealers of the non-conformity. A corresponding invoice is attached hereto and labeled "Exhibit C."

8. On June 29, 2017, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the malfunctioning lane keeping assistant and to notify the defendant, its agents and authorized dealers of the non-conformity.

A corresponding invoice is attached hereto and labeled "Exhibit D."

9. On May 16, 2017, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the malfunctioning lane keeping assistant and to notify the defendant, its agents and authorized dealers of the non-conformity.

A corresponding invoice is attached hereto and labeled "Exhibit E."

10. On June 29, 2017, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the malfunctioning lane keeping assistant and to notify the defendant, its agents and authorized dealers of the non-conformity. A corresponding invoice is attached hereto and labeled "Exhibit F."

11. On August 2, 2017, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the malfunctioning airbag light and to notify the defendant, its agents and authorized dealers of the non-conformity. A corresponding invoice is attached hereto and labeled "Exhibit G."

12. On October 17, 2017, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the malfunctioning airbag and seatbelt lights and to notify the defendant, its agents and authorized dealers of the non-conformity. A corresponding invoice is attached hereto and labeled "Exhibit H."

13. On January 11, 2018, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the malfunctioning airbag light and to notify the defendant, its agents and authorized dealers of the non-conformity. A corresponding invoice is attached hereto and labeled "Exhibit I."

14. On January 24, 2018, plaintiff brought the aforementioned vehicle to Priority Ford, an agent and/or authorized dealer of Ford Motor Company, to investigate the cause of the malfunctioning airbag light and to notify the defendant, its agents and authorized dealers of the non-conformity. A corresponding invoice is attached hereto and labeled "Exhibit J."

15. The plaintiff notified Ford Motor Company of said non-conformity in a letter sent on January 19, 2018, a copy of which is attached hereto and labeled "Exhibit K."

16. As of the date of the notice of nonconformity, January 19, 2018, the aforementioned vehicle had been driven approximately 25,502 miles and had never been in any accident nor had it been otherwise abused or altered.

17. On approximately nine (9) separate occasions, the plaintiff brought the vehicle to Priority Ford as an agent and/or authorized dealer of Ford Motor Company in an attempt to cure the non-conformities and to make the vehicle safe.

18. As of January 12, 2018, the subject vehicle was subject to repair and held by Priority Ford as an agent and/or authorized dealer of the defendant, Ford Motor Company, for approximately forty-eight (48) cumulative calendar days.

19. The same non-conformity has been subject to repair three or more times by the manufacturer, its agents or its authorized dealers and the same nonconformity continues to exist, as outlined in §59.1-207.13 (B)(1) of the Code of Virginia, 1950, as amended.

20. Further, the non-conformity is a serious safety defect and has been subject to repair one or more times by the manufacturer, its agent or its authorized dealer and the same non-conformity continues to exist, as outlined in §59.1-207.13 (B)(2) of the Code of Virginia, 1950, as amended.

21. Further, the subject vehicle was out of service due to repair by the manufacturer, its agent or its authorized dealer for a cumulative total of thirty calendar days or more, and the same non-conformity continues to exist, as outlined in §59.1-207.13 (B)(3) of the Code of Virginia, 1950, as amended.

22. The Defendants could not conform the vehicle to any applicable warranty by repairing or correcting this defect or condition without significantly impairing the use, market value or safety of the motor vehicle after a reasonable number of attempts during the lemon law rights period.

23. Pursuant to §59.1-207.13 (A)(2) of the Code of Virginia, if the manufacturer, its agents

or authorized dealers do not conform the motor vehicle to any applicable warranty by repairing or correcting any defect or condition, including those that do not affect the drivability of the vehicle, which significantly impairs the use, market value, or safety of the motor vehicle to the consumer after a reasonable number of attempts during the lemon law rights period, the manufacturer shall accept return of the motor vehicle and issue a refund to the consumer.

24. As a direct and proximate result of the non-conformity of said automobile pursuant to §59.1-207.13 of the Code of Virginia, plaintiff has suffered and will continue to suffer great inconvenience and has been required to expend great sums of money for rental and vehicle repair bills.

25. The plaintiff has incurred and will continue to incur substantial attorney's fees and costs, which under § 59.1-207.14 should be paid by the Defendant, Ford Motor Company and Priority Ford.

WHEREFORE, the plaintiff demands judgment against the Defendants, Ford Motor Company and Freedom Ford d/b/a Priority Ford, jointly and severally in the sum of Sixty-Five Thousand and 00/100 Dollars (\$65,000.00), plus attorney's fees in the amount of Seventeen Thousand Five Hundred and 00/100 Dollars (\$17,500.00), or an amount to be determined by this Court, plus interest at a rate of 6% per annum and his costs expended in this action pursuant to Virginia's Motor Vehicle Warranty Enforcement Act, Title 59.1, Chapter 17.3 of the Code of Virginia, 1950, as amended.



By   
Of Counsel

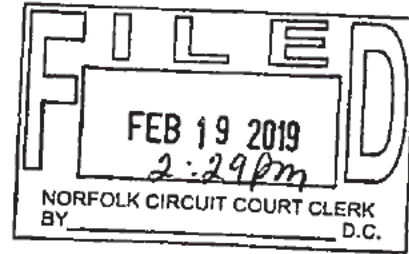
Gary C. Byler, Esquire  
Byler & Sampson, PC  
505 S. Independence Boulevard, Suite 201  
Virginia Beach, VA 23452  
Telephone: (757) 490-8094  
Facsimile: (757) 490-0414

**BYLER & SAMPSON** PC  
bylerandsampson.com ATTORNEYS AT LAW

Gary C. Byler, Esquire  
Sandra L. Sampson, Esquire  
Cornelia Woodley, Esquire

February 14, 2019

George C. Shaeffer, Clerk  
Norfolk Circuit Court  
ATTN: Civil Division  
150 St. Paul's Boulevard  
Norfolk, VA 23510



RE: [REDACTED] v. Ford Motor Company and Freedom Ford, Inc. d/b/a Priority Ford

Dear Mr. Shaeffer:

019-1672

Enclosed please find a Complaint to be filed on behalf of my client, [REDACTED]. Also enclosed please find our firm's check for the filing and service fees.

The defendants, Ford Motor Company and Freedom Ford, Inc. d/b/a Priority Ford, have been noticed of the Complaint by copy of this letter with attachments.

Thank you in advance for your assistance in this matter. Should you have any questions, please contact my office.

Sincerely,

*SNW REQ TS*  
*Cornelia Woodley*  
Cornelia I. Woodley, Esquire

CIW:hrs  
Enclosures

cc: Ford Motor Company  
Ford WHQ, Room 612  
1 American Road  
Dearborn, MI 48126

Freedom Ford, Inc.  
1800 Greenbrier Pkwy  
Chesapeake, VA 23320

**COVER SHEET FOR FILING CIVIL ACTIONS**  
COMMONWEALTH OF VIRGINIA

Case No. [REDACTED]

(CLERK'S OFFICE USE ONLY)

Circuit Court

PLAINTIFF(S)

v./In re:

Ford Motor Company and

Freedom Ford, Inc. d/b/a Priority Ford

DEFENDANT(S)

I, the undersigned  plaintiff  defendant  attorney for  plaintiff  defendant hereby notify the Clerk of Court that I am filing the following civil action. (Please indicate by checking box that most closely identifies the claim being asserted or relief sought.)

**GENERAL CIVIL**

**Subsequent Actions**

- Claim Impleading Third Party Defendant
  - Monetary Damages
  - No Monetary Damages
- Counterclaim
  - Monetary Damages
  - No Monetary Damages
- Cross Claim
- Interpleader
- Reinstatement (other than divorce or driving privileges)
- Removal of Case to Federal Court

**Business & Contract**

- Attachment
- Confessed Judgment
- Contract Action
- Contract Specific Performance
- Detinue
- Garnishment

**Property**

- Annexation
- Condemnation
- Ejectment
- Encumber/Sell Real Estate
- Enforce Vendor's Lien
- Escheatment
- Establish Boundaries
- Landlord/Tenant
  - Unlawful Detainer
- Mechanics Lien
- Partition
- Quiet Title
- Termination of Mineral Rights

**Tort**

- Asbestos Litigation
- Compromise Settlement
- Intentional Tort
- Medical Malpractice
- Motor Vehicle Tort
- Product Liability
- Wrongful Death
- Other General Tort Liability

**ADMINISTRATIVE LAW**

- Appeal/Judicial Review of Decision of (select one)
  - ABC Board
  - Board of Zoning
  - Compensation Board
  - DMV License Suspension
  - Employee Grievance Decision
  - Employment Commission
  - Local Government
  - Marine Resources Commission
  - School Board
  - Voter Registration
  - Other Administrative Appeal

**DOMESTIC/FAMILY**

- Adoption
  - Adoption - Foreign
- Adult Protection
- Annulment
  - Annulment - Counterclaim/Responsive Pleading
- Child Abuse and Neglect - Unfounded Complaint
- Civil Contempt
- Divorce (select one)
  - Complaint - Contested\*
  - Complaint - Uncontested\*
  - Counterclaim/Responsive Pleading
  - Reinstatement - Custody/Visitation/Support/Equitable Distribution
- Separate Maintenance
  - Separate Maintenance Counterclaim

**WRITS**

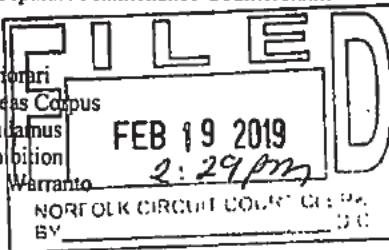
- Certiorari
- Habeas Corpus
- Mandamus
- Prohibition
- Quo Warranto

**PROBATE/WILLS AND TRUSTS**

- Accounting
- Aid and Guidance
- Appointment (select one)
  - Guardian/Conservator
  - Standby Guardian/Conservator
- Trust (select one)
  - Impress/Declare
  - Reformation
- Will (select one)
  - Construe
  - Contested

**MISCELLANEOUS**

- Appointment (select one)
  - Church Trustee
  - Conservator of Peace
  - Marriage Celebrant
- Bond Forfeiture Appeal
- Declaratory Judgment
- Declare Death
- Driving Privileges (select one)
  - Reinstatement pursuant to § 46.2-427
  - Restoration - Habitual Offender or 3<sup>rd</sup> Offense
- Expungement
- Firearms Rights - Restoration
- Forfeiture of U.S. Currency
- Freedom of Information
- Injunction
- Interdiction
- Interrogatory
- Judgment Lien-Bill to Enforce
- Law Enforcement/Public Official Petition
- Name Change
- Referendum Elections
- Sever Order
- Taxes (select one)
  - Correct Erroneous State/Local
  - Delinquent
- Vehicle Confiscation
- Voting Rights - Restoration
- Other (please specify)



Damages in the amount of \$ 82,500.00 are claimed.

2/14/19  
DATE

Cornelia Woodley  
 PLAINTIFF  DEFENDANT  ATTORNEY FOR  PLAINTIFF  DEFENDANT

Cornelia I. Woodley, Esquire

PRINT NAME

Byler & Sampson, PC at 505 S. Independence Blvd. #201,

ADDRESS/TELEPHONE NUMBER OF SIGNATOR

Virginia Beach VA 23452 / 757-490-8094

\*"Contested" divorce means any of the following matters are in dispute: grounds of divorce, spousal support and maintenance, child custody and/or visitation, child support, property distribution or debt allocation. An "Uncontested" divorce is filed on no fault grounds and none of the above issues are in dispute.

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

Dealer Number 31094 Contract Number \_\_\_\_\_



Buyer Name and Address (Including County and Zip Code) [REDACTED] VIRGINIA BEACH VA VIRGINIA BEACH CITY COUNTY	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) PRIORITY FORD 7520 N MILITARY HWY MORFOLK, VA 23518
--	---	--

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 on the front and back of 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/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2017	FORD EXPLORER	1FMSK8HT8HGA [REDACTED]	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below: <input type="checkbox"/> business <input type="checkbox"/> 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 \$1250.00.
0.00 %	\$ 0.00	\$ 55244.90	\$ 55244.90	\$ 56494.90

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
47	1150.93	Monthly beginning 09/12/2015
1 PAYMT	1151.19	DATE DUE: 08/12/2020

Or As Follows: N/A

**Late Charge.** If payment is not received in full within 7 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late.  
**Prepayment.** If you pay off all your debt 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.

**ITEMIZATION OF AMOUNT FINANCED**

1 Cash Price (including sales tax)	\$ 2122.11	\$ 54432.18 (1)
2 Total Downpayment	N/A	
Trade-In		
(Year) (Make) (Model)		
Gross Trade-In Allowance	\$ N/A	
Less Pay Off Made By Seller	\$ N/A	
Equals Net Trade In	\$ N/A	
+ Cash	\$ N/A	
+ Other REBATE(S)	\$ 1250.00	
(If total downpayment is negative, enter "0" and see 41 below)	\$ 1250.00 (2)	
3 Unpaid Balance of Cash Price (1 minus 2)		\$ 53182.18 (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(ies)		\$ 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		
STATE OF VA GROSS REG. TAX	\$ 104.02	
1) to N/A for N/A	\$ N/A	
2) to N/A for N/A	\$ N/A	
3) to N/A for N/A	\$ N/A	
F Government Taxes Not Included in Cash Price		\$ 52.95
G Government License and/or Registration Fees		\$ 45.75
H Government Certificate of Title Fees		\$ 10.00
I Other Charges (Seller must identify who is paid and describe purpose.)		
1) to N/A for Prior Credit or Lease Balance	\$ N/A	
2) to N/A for SVC CONTRACT	\$ 1765.00	
3) to N/A for N/A	\$ N/A	
4) to PRIORITY FORD for PROCESS FEE	\$ 75.00	
5) to N/A for N/A	\$ N/A	
6) to PRIORITY FORD for Title Filing	\$ 10.00	

**Insurance.** You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is authorized to sell such insurance in Virginia. Your choice will not affect our decision to extend credit or the terms of this contract. 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 below.  
 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 (see back). You have the right to use alternate coverage or buy such insurance elsewhere. Your choice of insurer will not affect our decision to extend credit or the terms of this contract. 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.

N/A Other Optional Insurance  

Type of Insurance	Term
Premium \$ <u>N/A</u>	
Insurance Company Name <u>N/A</u>	
Home Office Address <u>N/A</u>	
<input type="checkbox"/> <u>N/A</u>	<u>N/A</u>
Type of Insurance	Term
Premium \$ <u>N/A</u>	
Insurance Company Name <u>N/A</u>	
Home Office Address <u>N/A</u>	

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. Your choice of insurer will not affect our decision to extend credit or the terms of this contract.  
 I want the insurance checked above.  
 N/A  
 Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_  
**THIS INSURANCE DOES NOT INCLUDE INSURANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE.**

8) to <u>N/A</u>	for	<u>N/A</u>	\$	<u>N/A</u>
9) to <u>N/A</u>	for	<u>N/A</u>	\$	<u>N/A</u>
10) to <u>N/A</u>	for	<u>N/A</u>	\$	<u>N/A</u>
Total Other Charges and Amounts Paid to Others on Your Behalf			\$	<u>2062.72</u> (4)
5 Amount Financed (3 + 4)			\$	<u>55244.90</u> (5)

give us is dishonored or electronic payment you make is returned unpaid, we may, at our option, charge you \$ 50.

**Agreement to Arbitrate:** By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side 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 \_\_\_\_\_  
 Co-Buyer Signs X \_\_\_\_\_

**OPTION:**  You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A, Year \_\_\_\_\_. SELLER'S INITIALS \_\_\_\_\_

**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). 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 \$ \_\_\_\_\_ and is also shown in Item 4B of the Itemization of Amount Financed. The coverage is for the initial term of the contract. See back of this contract for more information.

**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. N/A  
 Buyer Signs X \_\_\_\_\_

**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 to home solicitation sales.

*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, along with all other documents signed by you in connection with the purchase of the vehicle, comprise the entire agreement between you and us affecting this purchase. No oral agreements or understandings are binding. Upon assignment of this contract: (i) only this contract and addenda to this contract comprise the entire agreement between you and the assignee relating to this contract; (ii) any \_\_\_\_\_ this contract must be in writing and the assignee must sign it; and (iii) no oral changes are binding. Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X N/A  
 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.

See back for other important agreements.  
**NO LIABILITY INSURANCE INCLUDED**  
**NOTICE TO RETAIL BUYER:** Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

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 acknowledge that you have read both sides of this contract, including the arbitration provision on the reverse side, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Buyer Signs X \_\_\_\_\_ Date 07/29/16 Co-Buyer Signs X N/A Date \_\_\_\_\_  
 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 N/A Address N/A  
 Seller signs \_\_\_\_\_ Date 07/29/16 By X \_\_\_\_\_ Title \_\_\_\_\_

Seller assigns its interest in this contract to **FORD MOTOR CREDIT COMPANY** (Assignee) under the terms of Seller's agreement(s) with Assignee.  
 Assigned with recourse  Assigned without recourse  Assigned with limited recourse  
 Seller \_\_\_\_\_ By \_\_\_\_\_ Title \_\_\_\_\_

# NATIONAL VEHICLE SERVICE CONTRACT APPLICATION, TERMS & CONDITIONS

Deal [REDACTED] Stock [REDACTED]



(All vehicles up to and including Transit and F-550)

**PROTECT**

## REGISTRATION INFORMATION 2017 FORD EXPLORER UT

Vehicle Identification Number 1 F M 5 K 8 H T B H G A [REDACTED]				Signature Date 07/29/2016		Warranty Start Date 07/29/2016		<input type="checkbox"/> CPO <input type="checkbox"/> Incomplete (Cab/Chassis) <input type="checkbox"/> Limo/Livery Wrap <input type="checkbox"/> Component Wrap (Non-CPO)	
Internet Sale <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Current Mileage 264		Current Hours* N.A.		IPP <input type="checkbox"/>		Term <input type="checkbox"/>	
Surcharges: <input type="checkbox"/> 12 Months/12,000 Miles <input type="checkbox"/> Turbocharger/Supercharger <input type="checkbox"/> Snowplow <input type="checkbox"/> Commercial Use <input type="checkbox"/> Specialty - Emergency (Fire, Ambulance, Police pursuit units - except Ford Police Interceptor), Limo, Livery, Shuttle, Tow Truck									

**New Plan Coverage:** Core - PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE (Standard Deductible is \$100)  
 LeaseCARE - New PremiumCARE with Wear Items on Ford and Lincoln vehicles - (Standard Deductible is \$0)  
 Rental Care - (RentalCARE - Standard Deductible is \$0)  
 Super Duty Coverages - (Diesel EngineCARE, Diesel EngineCARE Plus - Standard Deductible is \$100)  
**Used Plan Coverage:** Core (PowertrainCARE, BaseCARE, ExtraCARE, PremiumCARE - Standard Deductible is \$100)

### PLAN COVERAGE

New Plan  Used Plan

Plan Name A	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax	
		Months	Mileage	Hours*	Date	Mileage	Hours*				
PREMIUM CARE	100.00	72	100000		07/30/22	100000		\$ 1765.00	\$ 52.95	\$ 1817.95	
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services <input type="checkbox"/> Interior/Exterior Lighting Delete											
Plan Name B	Deductible	Plan Term			Plan Expiration - (Earliest of all 3)			Purchase Price	Sales Tax	Total Purchase Price with Sales Tax	
N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	N.A.	\$ N.A.	\$ N.A.	\$ N.A.	
Options: <input type="checkbox"/> First Day Rental Delete <input type="checkbox"/> Enhanced Rental <input type="checkbox"/> Key Services <input type="checkbox"/> Interior/Exterior Lighting Delete											
<b>*Super Duty and Incomplete Vehicle Plan Coverages require current hours and expiration hours for all vehicles with an hour meter.</b>								Total	\$ 1765.00	\$ 52.95	\$ 1817.95

### DISCLOSURE INFORMATION

THE PURCHASE OF THIS AGREEMENT IS NOT REQUIRED IN ORDER TO PURCHASE, OR OBTAIN FINANCING FOR A MOTOR VEHICLE. YOU MAY PURCHASE THE SERVICE CONTRACT BY CASH OR UNSECURED CREDIT CARD. IF YOU ELECT TO PURCHASE THIS AGREEMENT, IT GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

I acknowledge receipt of a complete copy of this Application and the Terms and Conditions (the "Entire Agreement") at the time of signing and agree to all the terms and conditions. I agree to maintain the covered vehicle in accordance with the manufacturer's stated periodic maintenance recommendations as a condition of receiving coverage under this Agreement, except as otherwise provided by law.

Mississippi Residents Only: By signing below, I agree to the binding arbitration language in the Mississippi Section.	Washington Residents Only: By initialing this box, I acknowledge I have reviewed with Dealer the section of this Service Contract titled, What This Agreement Covers and What Is Not Covered, Your Responsibilities for Care of the Vehicle, Implied Warranty of Merchantability and Your and Our Rights to Cancel Agreement.
N.A.	N.A.
* Signature (not valid without Signature)	

### SERVICE CONTRACT HOLDER / PURCHASER

Signature (Not Valid without Signature)				Signature Date JULY 29TH, 2016	
Name		Address			
City VIRGINIA BEACH	State VA	Zip Code	E-mail Address		
Service Contract Lienholder Name FORD MOTOR CREDIT CORP					

### DEALERSHIP INFORMATION

Dealership Signature 						DOLIGOSA, SIR LAWRENCE BUSINESS MGR					
Dealer Name PRIORITY FORD						FOR OFFICE USE ONLY					
Address 1 7520 N MILITARY HWY											
Address 2											
City NORFOLK			State VA								
Zip Code 23518			Telephone No 7575833673								
Employee Stars Id						P&A Code 0 0 1 3 9					

Customer Number [REDACTED]

Invoice No: [REDACTED]

\*INVOICE\*



Page 1 of 2

PRIORITY FORD

VIRGINIA BEACH, VA

7520 N. MILITARY HWY. • NORFOLK, VA 23518

Home: [REDACTED]

(757) 583-3673 OR 583-FORD • (800) 448-8145 • Fax 583-1620

Email: [REDACTED] home

Cell: [REDACTED]

www.priorityauto.com

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]		644 / 644	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
29JUL16			17:30.15AUG16		0.00	CASH	19AUG16
R.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
16:56 03AUG16	10:59 19AUG16						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A LEFT SIDE OF SUNROOF, SEAL NOT FLUSH WHEN YOU CLOSE IT. NOT LEAKING PRESENTLY

CAUSE:

50282BF GLASS-MOON ROOF/SUN ROOF - REMOVE AND INSTALL OR REPLACE (50054/500A18) - L 2804 W

(N/C)

1 BB5Z\*78500A18\*A GLASS

(N/C)

MT TIME TO INITIALIZE AND WATER TEST 2804 W

(N/C)

FC: B64 42

PART#: BB5Z\*78500A18\*A

COUNT:

CLAIM TYPE:

AUTH CODE:

2804



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

644 SEAL WARPED AND DEFORMED VERIFIED CONCERN. FOUND SEAL AROUND SUNROOF GLASS WARPED AND DEFORMED. TOOK DIGITAL IMAGING PHOTOS AND REPAIR WAS APPROVED. REMOVED GLASS AND REPLACED. PERFORMED INITIALIZATION PROCEDURE IN WSM. TESTED OPERATION FOR ALL MODES OF MOVEMENT. WATER TESTED FOR LEAKS. CHECKS OK. APPROVAL CODE THIE387422

B DOOR SEAL/GASKET WHEN OPEN LEFT F/DOOR CAN SEE

CAUSE:

MT25325 REPLQCE WEATERSTRIP ON L/F DOOR 2804 W

(N/C)

1 BB5Z\*7825325\*A WEATHERSTRIP

(N/C)

FC: B64 PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

2804

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

644 REMOVED AND REPLACED LR DOOR WEATHER SEAL. CHECKS OK.

PRIORITY FORD ("PRIORITY") MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO GOODS SOLD HEREUNDER. Ford does give a written warranty on goods manufactured by it and a copy of this warranty is available for inspection at the Priority parts department. A copy of such warranty will be provided upon request.

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

X CUSTOMER SIGNATURE

Customer Copy

Customer Number [REDACTED]

Invoice No: [REDACTED]



\*INVOICE\*

Page 2 of 2

PRIORITY FORD

7520 N. MILITARY HWY. - NORFOLK, VA 23518  
(757) 583-3673 OR 583-FORD - (800) 448-8145 - Fax 583-1620  
www.priorityauto.com

VIRGINIA BEACH, VA [REDACTED]  
Home [REDACTED] Bus [REDACTED]  
Email: [REDACTED] home [REDACTED]

Cell: [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]		644 / 644	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29 JUL 16			17:30 15AUG16		0.00	CASH	19AUG16
R/O OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
18:58 03AUG16	10:59 19AUG16						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
C**							
FORD ESP PAID RENTAL - GET APPROVAL CODE							
CAUSE: CHECK OASIS FOR COVERAGE							
ESPL FORD ESP PAID RENTAL - GET APPROVAL CODE							
PARTS:	2804	W					(N/C)
	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:	0.00

THANK YOU FOR CHOOSING PRIORITY FORD!  
ASK US ABOUT PRIORITIES FOR LIFE.



PRIORITY FORD ("PRIORITY") MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO GOODS SOLD HEREUNDER. Ford does give a written warranty on goods manufactured by it and a copy of this warranty is available for inspection at the Priority parts department. A copy of such warranty will be provided upon request.

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

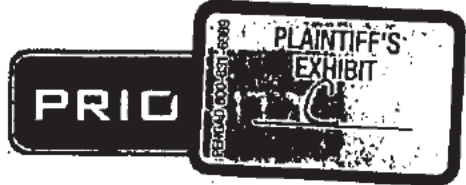
DESCRIPTION	TOTALS
LABOR AMOUNT	\$ 0.00
PARTS AMOUNT	\$ 0.00
GAS, OIL, LUBE	\$ 0.00
SUBLET AMOUNT	\$ 0.00
MISC. CHARGES	\$ 0.00
TOTAL CHARGES	\$ 0.00
LESS INSURANCE	\$ 0.00
SALES TAX	\$ 0.00
PLEASE PAY THIS AMOUNT	\$ 0.00

Customer Copy

Customer Number

Invoice No

"INVOICE"



Page 1 of 2

PRIORITY FORD

7620 N. MILITARY HWY. · NORFOLK, VA 23518
(757) 583-3673 OR 583-FORD · (800) 448-9146 · Fax 583-1620
www.priorityauto.com

VIRGINIA BEACH, VA

Home:

Bus:

Cell:

Email:

home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

Table with columns: COLOR, YEAR, MAKE/MODEL, VIN, LICENSE, MILEAGE IN/OUT, TAG, DEL DATE, PROD DATE, WARR EXP, PROMISED, PO NO, RATE, PAYMENT, INV DATE. Includes details for a Ford Explorer and service dates.

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL

A PRIORITIES FOR LIFE OIL AND FILTER CHANGE
POF PRIORITIES FOR LIFE OIL AND FILTER CHANGE
4148 KARSGOR, GEORGE LIC#: 001152083
IPP
1 AA5Z\*6714\*A FILTER ASY - OIL
6 XO\*5W20\*BSP MOTORCRAFT SAE 5W-20 API GF-5
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
8111 OIL CHANGE COMPLETED

B C.S THE LANE KEEPING ASSIST / SAYS ITS ON STANDBY
CAUSE:
NPF TIME TO TEST AND DRIVE STOCK VEHICLE
2804 W
FC: A76 42 PART#: NPF COUN
CLAIM TYPE:
AUTH CODE:
2804
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00



8151 NPF ROAD TESTED VEHICLE WITH CUSTOMER AND VERIFIED CONCERN.
CHECKED OASIS. NO MESSAGES. PERFORMED IDS QUICK TEST ON ALL MODULES AND
NO DTCS PRESENT. ROAD TESTED STOCK UNIT F738290. RIGHT AFTER ROAD TEST
OF STOCK UNIT, CUSTOMERS VEHICLE WAS ROAD TESTED EXTENSIVELY AND BOTH
VEHICLES ACTED SIMILAR. LANE KEEP LINES WOULD INTERMITTENTLY TURN GREY
DURING OPERATION. FOUND OPERATION INSTRUCTIONS FOR LANE KEEPING SYSTEM
AND FOUND THAT CONCERN IS CONSIDERED NORMAL AND CAN BE CAUSED BY
VARIOUS TRAFFIC AND ENVIRONMENTAL CONDITIONS. PRINTED UP INFO FOR
CUSTOMER. CHECKS OK.

C C/S SUN ROOF HEADLINER MAKES A VIBRATION NOISE IF HE PUSHES UP ON IT
THE NOISE WILL STOP FOR A LITTLE WHILE THEN COME BACK SINCE
MOON ROOF WAS WORKED ON
CND WE COULD NOT DUPLICATE THIS CONCERN DURING
THIS VISIT PLEASE KEEP US INFO
2804 CP

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Table with columns: DESCRIPTION, TOTALS. Rows include LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT.

X
CUSTOMER SIGNATURE

Customer Copy

Customer Number [REDACTED]

Invoice No [REDACTED]



\*INVOICE\*

Page 2 of 2

PRIORITY FORD

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(757) 583-3873 OR 583-FORD · (800) 448-9146 · Fax 583-1620  
www.priorityauto.com

VIRGINIA BEACH, VA

Home: [REDACTED] Bus: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED] home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]		8111 / 8151	[REDACTED]
DEL. DATE	PROD. DATE	WARR. EXP	PROMISED	PO. NO.	RATE	PAYMENT
28JUL16			17:00 30JAN17		0.00	CASH
R.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT				
09:38 30JAN17	12:15 31JAN17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
 8151 DURING ROAD TEST, DID NOT DUPLICATE NOISE. CUSTOMER DOES NOT  
 WANT US TO DROP HEADLINER. NO FURTHER ACTION TAKEN.

\*\*\*\*\*  
 D C/S TOUCH SCREEN AT TIMES WILL MAKE A POP NOISE MAY BE COMING FROM  
 THE VENTS BUT ITS IN THAT AERA  
 CND WE COULD NOT DUPLICATE THIS CONCERN DURING  
 THIS VISIT PLEASE KEEP US INFO  
 2804 CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00  
 8151 DID NOT DUPLICATE CONCERN.

\*\*\*\*\*  
 E WHEN COLD THE POWER MIRRORS WILL NOT ADJUST  
 CND WE COULD NOT DUPLICATE THIS CONCERN DURING  
 THIS VISIT PLEASE KEEP US INFO  
 2804 CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00  
 8151 TESTED MIRROR OPERATION. DID NOT DUPLICATE CONCERN

THANK YOU FOR CHOOSING PRIORITY FORD!  
 ASK US ABOUT PRIORITIES FOR LIFE.

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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

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

Customer Copy

Customer Number: [REDACTED]

Invoice No: [REDACTED]

\*INVOICE\*



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www.priorityauto.com

VIRGINIA BEACH, VA

Home: [REDACTED]

Bus: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED] home

SERVICE ADVISOR: 1009 BREANNE JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	10014 / 10014	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29JUL16			WAIT 03APR17		0.00	CASH	04APR17
F.R.O. OPENED		READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT				
09:14 03APR17		12:59 04APR17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES LEFT REAR SHOCK IS WET AND CUSTOMER SMELLS AN ODOR. CK AND ADVISE.

CAUSE:

18125A SHOCK ABSORBER - REAR - REMOVE AND INSTALL OR REPLACE (18125) - L  
9241 GOODWIN, MATT LIC#: N

(N/C)  
(N/C)

1 FB5Z\*18125\*A SHOCK ABSORBER ASY  
ESPL FORD ESP PAID RENTAL - GET APPROVAL CODE  
9241 GOODWIN, MATT LIC#: N  
WL

(N/C)

PC: H45 63  
PART#: FB5Z\*18125\*A  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
9241



PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
10014 verified left rear shock leaking and saturated. replaced left rear shock. could not test drive due to vehicle having no gas. bounced rear of vehicle to check proper operation of suspension. verified repair

B FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY

99P FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY  
9241 GOODWIN, MATT LIC#: N

0.00 0.00

GBATT TESTED BATTERY AND BATTERY IS GOOD AT THIS TIME

9241 GOODWIN, MATT LIC#: N  
CP

0.00 0.00

GTIRE TIRES CHECKED AND ARE OK THERE IS 7/32NDS

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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	

X  
CUSTOMER SIGNATURE

Customer Conv

Customer Number [REDACTED]

Invoice No [REDACTED]  
\*INVOICE\*



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www.priorityauto.com

VIRGINIA BEACH, VA

Home: [REDACTED] Bus: [REDACTED]  
Email: [REDACTED] home

Call: [REDACTED]

SERVICE ADVISOR: 1009 BREANNE JOHNSON

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	10014 / 10014	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
29JUL16			WAIT 03APR17		0.00	CASH	04APR17
N.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
09:14 03APR17	12:59 04APR17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
						0.00	0.00
						0.00	0.00
PARTS:					0.00	0.00	0.00
					0.00	0.00	0.00
					0.00	0.00	0.00
					0.00	0.00	0.00
					0.00	0.00	0.00
					0.00	0.00	0.00

C\*\* FORD ESP PAID RENTAL - GET APPROVAL CODE  
CAUSE:

RTA RELATED TO LINE ABOVE

9241 GOODWIN, MATT LIC# N

CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00



THANK YOU FOR CHOOSING PRIORITY FORD!  
ASK US ABOUT PRIORITIES FOR LIFE.

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X  
CUSTOMER SIGNATURE

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

Customer Copy

Customer Number [REDACTED]

Invoice No [REDACTED]

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VIRGINIA BEACH, VA

Home: [REDACTED] Bus: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]@home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE JEANS	.17	FORD EXPLORER	1FM5K8HT8HG	[REDACTED]	13699 / 13820	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29 JUL 16			17:30 19 MAY 17		0.00	CASH	19 MAY 17
OPTIONS: SOLD-STK:F730430 ENG:3.6_Liter_GTDI TRN:AT							
08:23 16 MAY 17		17:21 19 MAY 17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES LANE KEEPING ASSISTANCE IS INOP  
CAUSE:

MT17700 TIME TO RECONFIGURE CAMERA

2804 W

(N/C)

FC: A76 42  
PART#: 17700  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
2804

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

13820 VEHICLE HAS 2 CONCERNS WITH LANE DEPARTURE SYSTEM. FIRST THE CUSTOMER STATES WITH LDS ACTIVATED AFTER ACTIVATION THE TURN SIGNAL, AND HALFWAY THROUGH CHANGING LANES THE VEHICLE WILL PUSH BACK INTO THE PREVIOUS LANE. THIS HAS HAPPENED ON SEVERAL OCCASIONS. VEHICLE HAS BEEN EXTENSIVELY ROAD TESTED AND MANY LANE CHANGES HAVE BEEN MADE AND WAS UNABLE TO DUPLICATE. 2ND, CUSTOMER STATES LANE DEPARTURE WILL GO OUT AND BACK ON. DURING ROAD TEST VEHICLE THIS WAS VERIFIED. THIS CAN BE CONSIDERED NORMAL TO SOME DEGREE PER OWNERS MANUAL. DROVE STOCK UNIT F735520 AND FOUND LANE DEPARTURE WORKING BETTER THEN CUSTOMERS VEHICLE. PERFORMED IDS QUICK TEST AND NO DTCS WERE RETRIEVED. PERFORMED CAMERA ALIGNMENT PROCEDURE OUTLINED IN WSM. HAD TO DRIVE APROX 20 MILES FOR SYSTEM TO RECALIBRATE. ROAD TESTED EXTENSIVELY AND SYSTEM IS MUCH IMPROVED.

B CUSTOMER STATES NO CONDENSATION DRAINING WHEN A/C IS ON AND AIR FEELS HUMID

CND WE COULD NOT DUPLICATE THIS CONCERN DURING THIS VISIT PLEASE KEEP US INFO

2804 ICP

0.00 0.00

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

13699 RAN AC SYSTEM AND CHECKED CONDENSATION DRAIN. AC DRAIN NOT CLOGGED AND DRIPPING PROPERLY.

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

X.  
CUSTOMER SIGNATURE

Customer Copy

Customer Number [REDACTED]

Invoice No: [REDACTED]



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VIRGINIA BEACH, VA [REDACTED]  
Home [REDACTED] Bus: [REDACTED]  
Email: [REDACTED] home

Cell [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	13699 / 13820	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
29 JUL 16			17:30 19MAY17		0.00	CASH	19MAY17
R/O: OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
08:23 16MAY17	17:21 19MAY17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

C CUSTOMER STATES R/R TAIL LAMP TRIM PIECE IS LOOSE  
CAUSE:

13404R REAR LAMP BODY - REPLACE  
(13404/13405/13A565) - L  
2804 W

(N/C)

FC: L27 42  
PART#: 13404  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
2804

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
 13699 VERIFIED CONCERN. CHECKED OASIS. NO MESSAGES FOUND RUBBER  
 TOP OF RR TAIL LAMP NOT PROPERLY CONTACTING BODY. REMOVED LAMP  
 ASSEMBLY, REPOSITIONED AND REASSEMBLED BOTH LEFT AND RIGHT SIDE RUBBER  
 SEAL PROPERLY CONTACT BODY.

D CUSTOMER STATES HEADLINER RATTLES

CS1 CUSTOMER STATES HEADLINER RATTLES  
2804 CP

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00  
 13766 ROAD TESTED AND DID NOT DUPLICATE HEADLINER RATTLE.

E CUSTOMER STATES WIND NOISE ON RIGHT SIDE

CND WE COULD NOT DUPLICATE THIS CONCERN DURING  
THIS VISIT PLEASE KEEP US INFO  
2804 CP

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00  
 13820 DURING ROAD TEST NO WIND NOISE WAS HEARD. TURBULENCE WAS  
 HEARD OUTSIDE VEHICLE. CHECKED OASIS. NO MESSAGES.

F CUSTOMER STATES WHEN AT A STOP THE MESSAGE AND ALERT SAY SOMETHING IS  
ON THE LEFT SIDE OF VEHICLE BUT NOTHING IS THERE

NWP NO WORK PERFORMED

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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	

X  
CUSTOMER SIGNATURE

Customer Copy

Customer Number [REDACTED]

Invoice No: [REDACTED]  
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www.priorityauto.com

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Home: [REDACTED] Bus: [REDACTED]  
Email: [REDACTED] home

Cell: [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR:	YEAR:	MAKE/MODEL:	VIN:	LICENSE:	MILEAGE IN/OUT:	TAG:
BLUE JEANS	17	FORD EXPLORER	1FM6K8HT8HGA [REDACTED]	[REDACTED]	13899 / 13820	[REDACTED]
DEL DATE:	RPOD DATE:	WARR EXP:	PROMISED:	PO NO:	RATE:	PAYMENT:
29JUL16			17:30 19MAY17		0.00	CASH
R.O. OPENED:	READY:	OPTIONS: SOLD-STK:F730430 ENG:3.6_Liter_GTDI TRN:AT				
08:23 18MAY17	17:21 19MAY17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		2804	CP			0.00	0.00
PARTS:		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:
		13820	WAITING TO HEAR FROM FORD HOTLINE REQUEST				0.00

\*\*\*\*\*  
 G FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY  
 99P FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY

	2804	CP	GBATT TESTED BATTERY AND BATTERY IS GOOD AT THIS TIME			0.00	0.00
	2804	CP	GTIRE TIRES CHECKED AND ARE OK THERE IS 7/32NDS OR GREATER TREAD DEPTH ON TIRES			0.00	0.00
	2804	CP	NBK BRAKES NOT INSPECTED			0.00	0.00
PARTS:	2804	CP				0.00	0.00
	13820	MPI				0.00	0.00
		0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE G:



H\*\* CUSTOMER STATES TRAFFIC IS NOT WORKING WITH GPS CAUSE:

- 12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST (14A068/14B205/14D212/14G371/15604/15K600) - L
- 2804 W 12651D4 BCE MODULE - REPROGRAM/RECONFIGURE AS BUILT DATA (10838/10849/14A068/14B205/14D212/14G229/14G371/15604/15K600) - L
- 2804 W ADD ADD ON REPAIR
- 2804 W ESPL FORD ESP PAID RENTAL - GET APPROVAL CODE

(N/C)  
(N/C)  
(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	

X  
CUSTOMER SIGNATURE

Customer Copy

Customer Number [REDACTED]

Invoice No [REDACTED]



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[REDACTED]

VIRGINIA BEACH, VA

Home: [REDACTED] Bus: [REDACTED]  
Email: [REDACTED] home

Cell: [REDACTED]

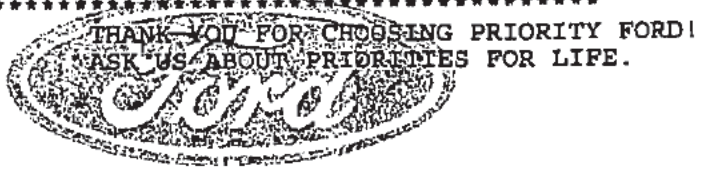
SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	13699 / 13820	[REDACTED]
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
29JUL16			17:30 19MAY17		0.00	CASH
YR. O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT				
08:23 16MAY17	17:21 19MAY17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
		2804	WL				(N/C)
		FC: A59 42					
		PART#: 14G371					
		COUNT:					
		CLAIM TYPE:					
		AUTH CODE:					
		2804					

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

13820 VERIFIED TRAFFIC ALERTS NOT WORKING WITH GPS. CHECKED OASIS AND FOUND SSM 46571. REPROGRAMMED APIM SYNC SYSTEM TO LATEST CALIBRATION WITH IDS/OASIS. ROAD TESTED TO VERIFY REPAIR. CHECKS OK.



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

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

Customer Copy

Customer Number [REDACTED]

Invoice N [REDACTED]



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DUPLICATE 1

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Home: [REDACTED] Bus: [REDACTED]  
Email: [REDACTED] home

Call [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	13655 / 14157	[REDACTED]
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	DATE	PAYMENT
29 JUL 16			17:30 24 MAY 17			0.00 CASH
RO. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT				07 JUN 17
08:23 16 MAY 17	11:17 07 JUN 17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A CUSTOMER STATES LANE KEEPING ASSISTANCE IS INOP CAUSE:							

RTN REFER TO TECH NOTES

2804 CP

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

14157 VEHICLE HAS 2 CONCERNS WITH LANE DEPARTURE SYSTEM. FIRST THE CUSTOMER STATES WITH LDS ACTIVATED, AFTER ACTIVATION THE TURN SIGNAL, AND HALFWAY THROUGH CHANGING LANES THE VEHICLE WILL PUSH BACK INTO THE PREVIOUS LANE. THIS HAS HAPPENED ON SEVERAL OCCASIONS. VEHICLE HAS BEEN EXTENSIVELY ROAD TESTED AND MANY LANE CHANGES HAVE BEEN MADE AND WAS UNABLE TO DUPLICATE. 2ND, CUSTOMER STATES ANE DEPARTURE WILL GO OUT AND BACK ON. DURING ROAD TEST VEHICLE THIS WAS VERIFIED. THIS CAN BE CONSIDERED NORMAL TO SOME DEGREE PER OWNERS MANUAL. DROVE STOCK UNIT F735520, AND FOUND LANE DEPARTURE WORKING BETTER THEN CUSTOMERS VEHICLE. PERFORMED IDS QUICK TEST AND NO DTC'S WERE RETRIEVED. PERFORMED CAMERA ALIGNMENT PROCEDURE OUTLINED IN WSM. HAD TO DRIVE APROX 20 MILES FOR SYSTEM TO RECALIBRATE. ROAD TESTED EXTENSIVELY AND SYSTEM IS MUCH IMPROVED. CUSTOMER DROVE VEHICLE OVER WEEKEND AND VEHICLE WAS RETURNED. CUSTOMER STATED LEANE DEPARTURE SYSTEM WAS STILL NOT WORKING CORRECTLY AND ALMOST FORCED VEHICLE OFF THE ROAD. AGAIN, WEE CHECKED FOR DTC'S - NONE PRESENT. HOTLINE ASSISTANCE WAS REQUESTED AND CLAIM WAS SENT TO ESCALATED HANDLING TEAM. VEHICLE HAS BEEN DRIVEN SEVERAL TIMES OVER THE WEEK AND AGAIN WE ARE NOT ABLE TO DUPLICATE THIS CONCERN. LANE DEPARTURE IS WORKING WITHIN THE PARAMETERS OF ITS DESIGN. WE DROVE 2 DIFFERENT STOCK UNITS AND SIMILAR FUNCTION WAS OBSERVED. SYSTEM WAS TESTED MAKING LANE CHANGES WITH 3 CLICK TURN SIGNAL AND FULL SIGNAL AND NEVER HAS THE VEHICLE PUSHED US BACK INTO THE PREVIOUS LANE. DURING ROAD TEST SEVERAL ATEMPTS WERE MAKE TO CHANGE LANES WITHOUT SIGNALING. EVEN THOUGH THE VEHICLE WOULD TRY TO CORRECT, THE DRIVER COULD EASILY OVER RIDE THE LANE ASSIST. SYSTEM IS OPERATING CORRECTLY. WE HAVE BEEN IN CONTACT WITH GARY FROM THE HOTLINE ESCALATED HANDLING TEAM. A PRINTOUT OF THE HOTLINE REPORT IS ATTACHED TO THE HARD COPY OF THE RO.

B CUSTOMER STATES NO CONDENSATION DRAINING WHEN A/C IS ON AND AIR FEELS

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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	

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

Customer Copy

Customer Number [REDACTED]

Invoice No [REDACTED]



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DUPLICATE 1

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[REDACTED]

VIRGINIA BEACH, VA  
Home: [REDACTED] Bus: [REDACTED]  
Email: [REDACTED]@home

Cell: [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	13655 / 14157	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	POS. NO.	DATE	PAYMENT	INV. DATE
29JUL16			17:30 24MAY17		0.00	CASH	07JUN17
R.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.6 Liter GTDI TRN:AT					
08:23 16MAY17	11:17 07JUN17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

HUMID  
CND WE COULD NOT DUPLICATE THIS CONCERN DURING  
THIS VISIT PLEASE KEEP US INFO

2804 CP  
 PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00  
 13699 RAN AC SYSTEM AND CHECKED CONDENSATION DRAIN. AC DRAIN NOT  
 CLOGGED AND DRIPPING PROPERLY.

C CUSTOMER STATES R/R TAIL LAMP TRIM PIECE IS LOOSE  
CAUSE:

13404AR REAR LAMP BODY - REPLACE  
(13404/13405/13A565) - L  
2804 W

FC: L27 42  
PART#: 13404  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
2804



(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
 13699 VERIFIED CONCERN. CHECKED OASIS. NO MESSAGES. FOUND RUBBER  
 TOP OF RR TAIL LAMP NOT PROPERLY CONTACTING BODY. REMOVED LAMP  
 ASSEMBLY, REPOSITIONED AND REASSEMBLED. BOTH LEFT AND RIGHT SIDE RUBBER  
 SEAL PROPERLY CONTACT BODY.

D CUSTOMER STATES HEADLINER RATTLES  
CS1 CUSTOMER STATES HEADLINER RATTLES

2804 CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00  
 13766 ROAD TESTED AND DID NOT DUPLICATE HEADLINER RATTLE.

E CUSTOMER STATES WIND NOISE ON RIGHT SIDE  
CND WE COULD NOT DUPLICATE THIS CONCERN DURING  
THIS VISIT PLEASE KEEP US INFO

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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	

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CUSTOMER SIGNATURE

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Invoice No: [REDACTED]



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VIRGINIA BEACH, VA [REDACTED]  
Home: [REDACTED]  
Email: [REDACTED]@home

Cell: [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	13655 / 14157	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	RO. NO.	RATE	PAYMENT	INV. DATE
29JUL16			17:30 24MAY17		0.00	CASH	07JUN17
R.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
08:23 16MAY17	11:17 07JUN17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			2804	CP			
PARTS:			0.00	LABOR:	0.00	OTHER:	0.00
13820 DURRING ROAD TEST NO WIND NOISE WAS HEARD. TURBULENCE WAS HEARD OUTSIDE VEHICLE. CHECKED OASIS. NO MESSAGES.					TOTAL LINE E:	0.00	0.00
*****							
F CUSTOMER STATES WHEN AT A STOP THE MESSAGE AND ALERT SAY SOMETHING IS ON THE LEFT SIDE OF VEHICLE BUT NOTHING IS THERE							
NWP NO WORK PERFORMED							
			2804	CP			
PARTS:			0.00	LABOR:	0.00	OTHER:	0.00
13820 UNABLE TO DUPLICATE CHECKED OASIS. NO MESAGES AT TIME OF INITIAL CONTACT. PERFORMD IDS QUICK TEST - NO DTCS. CUSTOMER SUPPLIED PICTURE OF PARKING AID MESSAGE IN SCREEN WHILE DRIVING. PICTURE WAS UPLOADED TO HOTLINE. WAS ADVISED BY ESCALATED HANDLING TEAM MEMBER GARY THAT FORD IS AWARE OF THE CONCERN AND SPECIAL SERVICE MESSAGE HAS BEEN RELEASED. SSM46637. THERE IS NO CURRENT FIX FOR THIS CONDITION HOWEVER THE IS A WORK AROUND FOR THE CUSTOMER UNTIL THE FIX IS AVAILABLE. WHEN THE IMAGE APPEARS ONTHE SCREEN, THE CUSTOMER JUST NEEDS TO TOUCH A PORTION OF THE SCREEN THATS NOT THE IMAGE OF THE VEHICLE PARKING AID.					TOTAL LINE F:	0.00	0.00
*****							
G FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY							
99P FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY							
			2804	CP			
GBATT TESTED BATTERY AND BATTERY IS GOOD AT THIS TIME						0.00	0.00
			2804	CP			
GTIRE TIRES CHECKED AND ARE OK THERE IS 7/32NDS OR GREATER TREAD DEPTH ON TIRES						0.00	0.00
			2804	CP			
NBK BRAKES NOT INSPECTED						0.00	0.00
			2804	CP			
					0.00	0.00	0.00

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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	

X  
CUSTOMER SIGNATURE

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www.priorityauto.com

VIRGINIA BEACH, VA [REDACTED]

Home: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED] home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE (IN/OUT)	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	13655 / 14157	T318R	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
29JUL16			17:30 24MAY17		0.00	CASH	07JUN17
RO. OPENED		READY		OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT			
08:23-16MAY17		11:17 07JUN17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE G:	0.00
13820 MPI							

H\*\* CUSTOMER STATES TRAFFIC IS NOT WORKING WITH GPS CAUSE:

12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST  
(14A068/14B205/14D212/14G371/15604/15K600) - L

2804 W (N/C)

12651D4 BCE MODULE - REPROGRAM/RECONFIGURE AS BUILT DATA (10838/10849/14A068/14B205/14D212/14G229/14G371/15604/15K600)

2804 W (N/C)

ADD ADD ON REPAIR

2804 W (N/C)

ESPL FORD ESP PAID RENTAL

2804 WL (N/C)

FC: A59 42

PART#: 14G371

COUNT:

CLAIM TYPE:

AUTH CODE:

2804

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00

13820 VERIFIED TRAFFIC ALERTS NOT WORKING WITH GPS. CHECKED OASIS AND FOUND SSM 46571. REPROGRAMMED APIM SYNC SYSTEM TO LATEST CALIBRATION WITH IDS/OASIS. ROAD TESTED TO VERIFY REPAIR. CHECKS OK.

I\*\* LOANER WARRANTY

RTA RELATED TO LINE ABOVE

2804 CP 0.00 0.00  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00

-129

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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	

X  
CUSTOMER SIGNATURE

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Customer Number [REDACTED]

Invoice No [REDACTED]



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DUPLICATE 1  
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VIRGINIA BEACH, VA

Home: [REDACTED] Bus: [REDACTED]

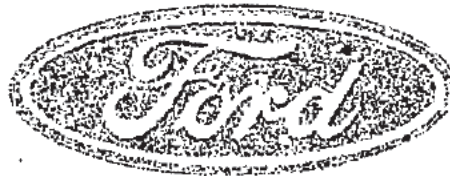
Cell: [REDACTED]

Email: [REDACTED] home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	13855 / 14157	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT	INV. DATE
29JUL16			17:30 24MAY17		0.00	CASH	07JUN17
W/RELO. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
08:23 16MAY17	11:17 07JUN17						
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

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

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

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Email: home

Call:

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA		15201 / 15201		
DEL DATE	RPOD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29JUL16			17:30 29JUN17		0.00	CASH	29JUN17
PRO OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5 Liter GTDI TRN:AT					
11:14 29JUN17	11:17 29JUN17						

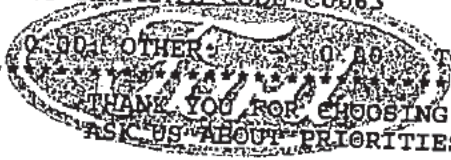
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES lane assist inop  
NPF UNABLE TO DUPLICATE CONCERN OR UNABLE TO  
CORRECT CONCERN AT THIS TIME

2804 CP  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
15201 CONCERN MAY HAVE BEEN AN ISSUE WITH LINE B - NO WORK PERFORMED

B CUSTOMER STATES service advance trak and check park aid messages came  
up while driving and she had difficulty driving and car was  
jerking

M TEST SYSTEM AND RECAL THE YAW RATE CODE C0063  
2804 CP  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00



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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

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Invoice No: [REDACTED]



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VIRGINIA BEACH, VA

Home: [REDACTED] Bus: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED] home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	16889 / 16893	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29 JUL 18			17:30 02AUG17		0.00	CASH	02AUG17
R.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
08:02 02AUG17	18:51 02AUG17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES AIRBAG LIGHT IS ON CAUSE:

160001A TSB 160001  
5202 W  
2 FU2Z\*14S411\*RA WIRE ASY  
FC: S39 30  
PART#: 14A005  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
5202

(N/C)  
(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
16893 air bag diag/ repair VERIFIED CONCERN AIR BAG LIGHT ON,  
CHECKED VEHICLE FOR DTC'S. FOUND DTC B041C IN RCM. FOUND TSB  
16-00-01. BUILD DATE IS 07-14/2016 VEHICLE HAS 2ND ROW INFLATABLE  
SEAT BELTS RE ROUTED CONNECTORS AND INSTALLED NEW WIRING PIGTAIL PER  
TSB, CLEARED DTC'S. PASSRCM MODULE TEST DROVE RE CHECKE FOR DTC'S.  
PASSED RCM. DONE

B CUSTOMER STATES The second row seat right side headrest clip is coming off  
RTN REFER TO TECH NOTES

5202 CP 0.00 0.00  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00  
16893 DONE RE SECURE HEADREST CLIPS. DONE

C CUSTOMER STATES clip on second row seat cup holder keeps coming off  
RTN REFER TO TECH NOTES

5202 CP 0.00 0.00  
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
16893 DONE RE INSTALLED SIDE OF CUP HOLDER COVER IN 2ND ROW SEATS

D FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY

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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	

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

Customer Copy

Customer Number

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VIRGINIA BEACH, VA

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Email: home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA		16889 / 16893	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT
29JUL16			17:30 02AUG17		0.00	CASH
INV DATE						02AUG17
R/O ORENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5 Liter GTDI TRN:AT				
08:02 02AUG17	16:51 02AUG17					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
99	PV2						
FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY							
	5202		CP			0.00	0.00
GBATT TESTED BATTERY AND BATTERY IS GOOD AT THIS TIME							
	5202		CP			0.00	0.00
GBK BRAKES CHECKED AND ARE OK THERE IS OVER 5MM (DISC) OR OVER 2MM (DRUM)							
	5202		CP			0.00	0.00
GTIRE TIRES CHECKED AND ARE OK THERE IS 7/32NDS OR GREATER TREAD DEPTH ON TIRES							
	5202		CP			0.00	0.00
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE D:	0.00
16893 TIRES GREEN BATTERY GREEN BRAKES GREEN							
*****							
E** FORD ESP PAID RENTAL - GET APPROVAL CODE							
CAUSE: CHECK OASIS FOR COVERAGE							
ESPL FORD ESP PAID RENTAL - GET APPROVAL CODE							
	99	WEL					(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	0.00
*****							

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X  
CUSTOMER SIGNATURE

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

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VIRGINIA BEACH, VA [REDACTED]

Home: [REDACTED]

Bus: [REDACTED]

Cell: [REDACTED]

Email: [REDACTED]

home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HG [REDACTED]	[REDACTED]	21860 / 21860	[REDACTED]	
DEL DATE	PRD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29JUL16			17:30 18OCT17		0.00	CASH	19OCT17
R.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
09:48 17OCT17	11:03 19OCT17						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES RIGHT REAR SEAT BELT WILL NOT LATCH  
CAUSE:

60044ARB SEAT BELT BUCKLE ASSY - REAR - REPLACE  
(60044/60045/600A38/611B66) - L  
5202 W

1 DB5Z\*7860044\*EB SEAT BELT ASY

(N/C)  
(N/C)

FC: S26 42  
PART#: DB5Z\*7860044\*EB  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
5202

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

21860 DONE REMOVED RIGHT REAR SEAT COVER AND REPLACE SEAT BUCKLE ASSEMBLY. TURNED KEY ON AIRBAG LIGHT DOES NOT PROVE OUT. CHECKED FOR DTC'S. FOUND DTC B141C:1A, PERFORMED RPT A AT DTC B141C:1A PRESENT. A2. MONITORED PID, SHOWING RESISTANCE AT 0.50 OHMS. NOT IN SPECS, A3 PERFORMED WIGGLE TEST O HARNESS, PID DOES NOT CHANEG VALUE, BELOW THRESHOLD. 050 OHMS. REMOVED BOTTOM SEAT CUSHION COVER AND FOAM PAD, FOUND LOOSE C3645, RESECURED CONNECTOR, CHECKED PIDS, PID VALUE IS AT 2.40 OHMS, WITH SPECS. AIRBAG LGIH PROVED OUT, DTC'S CLEARED. PASSED RCM. DONE

\*\*\*\*\*  
THANK YOU FOR CHOOSING PRIORITY FORD!  
ASK US ABOUT PRIORITIES FOR LIFE.

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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

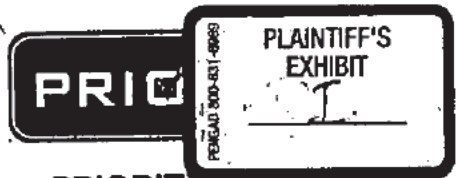
X  
CUSTOMER SIGNATURE

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Home:

Bus:

Cell:

Email: home

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

Table with vehicle details: COLOR (BLUE JEANS), YEAR (17), MAKE/MODEL (FORD EXPLORER), VIN (1FM5K8HT8HGA), LICENSE, MILEAGE (25490 / 25502), TAG, DEL. DATE (29JUL16), PROD. DATE, WARR. EXP., PROMISED (17:30 11JAN18), PO. No., RATE (0.00), PAYMENT (CASH), INV. DATE (13JAN18), R.O. OPENED (10:11 11JAN18), READY (11:37 13JAN18), OPTIONS: SOLD-STK:F730430 ENG:3.5\_Liter\_GTDI TRN:AT

Table with columns: LINE, OPCODE, TECH, TYPE, HOURS, LIST, NET, TOTAL

A CUSTOMER STATES WHEN GOING 40 MPH SCREEN SHOWED HE WAS IN PARK MODE
CND WE COULD NOT DUPLICATE THIS CONCERN DURING THIS VISIT PLEASE KEEP US INFO
2681 HYDE, DARYL LIC#: 2681
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
25490 CUSTOMER STATED WHEN GOING OVER 40 MPH SCREEN SHOWED HE WAS IN PARK MODE. COULD NOT DUPLICATE CONCERN.

B CUSTOMER STATES AT TIMES WHEN SHIFTING FROM REVERSE TO drive the car
jerked
CND WE COULD NOT DUPLICATE THIS CONCERN DURING THIS VISIT PLEASE KEEP US INFO
2681 HYDE, DARYL LIC#: 2681
CP 0.00 0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
25490 COULD NOT DUPLICATE CONCERN.

C CUSTOMER STATES WEATHERSTRIP ON RIGHT FRONT DOOR IS COOING OFF
CAUSE:
20530A WEATHERSTRIP - FRONT DOOR - REPLACE
(20530) - L
2681 HYDE, DARYL LIC#: 2681
W
1 BB5Z\*7820530\*A WEATHERSTRIP
FC: B66 42
PART#: BB5Z\*7820530\*A
COUNT:
CLAIM TYPE:
AUTH CODE:
2681
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
25490 CUSTOMER COMPLAINED THAT THE WEATHER STRIP ON THE R/F DOOR WAS COMING OFF FOUND WEATHER STRIP TO BE TORN, REMOVED AND REPLACED

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Table with columns: DESCRIPTION, TOTALS. Rows include: LABOR AMOUNT, PARTS AMOUNT, GAS, OIL, LUBE, SUBLET AMOUNT, MISC. CHARGES, TOTAL CHARGES, LESS INSURANCE, SALES TAX, PLEASE PAY THIS AMOUNT

X
CUSTOMER SIGNATURE

Customer Copy

Customer Number: [REDACTED]

Invoice No [REDACTED]



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VIRGINIA BEACH, VA

Home: [REDACTED] BUS: [REDACTED]  
Email: [REDACTED] home

Cell: [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	25490 / 25502	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	POINT	RATE	PAYMENT	INV. DATE
29JUL16			17:30 11JAN18		0.00	CASH	13JAN18
R/O: OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
10:11 11JAN18	11:37 13JAN18						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

WEATHER STRIP.

\*\*\*\*\*

D CUSTOMER STATES AIR BAG LIGHT WAS ON  
CND WE COULD NOT DUPLICATE THIS CONCERN DURING  
THIS VISIT PLEASE KEEP US INFO  
2681 HYDE, DARYL LIC#: 2681

CP 0.00 0.00 0.00 0.00 0.00 0.00 0.00

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

25490 1FMPU17545L [REDACTED]

\*\*\*\*\*

E CUSTOMER STATES LANE KEEPING ASSIST IS INOP AT TIMES  
CND WE COULD NOT DUPLICATE THIS CONCERN DURING  
THIS VISIT PLEASE KEEP US INFO  
2681 HYDE, DARYL LIC#: 2681

CP 0.00 0.00 0.00 0.00 0.00 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

25490 COULD NOT DUPLICATE CONCERN



\*\*\*\*\*

F CUSTOMER STATES When turn signal cancels the opposite turn signal  
blinks three times  
CND WE COULD NOT DUPLICATE THIS CONCERN DURING  
THIS VISIT PLEASE KEEP US INFO  
2681 HYDE, DARYL LIC#: 2681

CP 0.00 0.00 0.00 0.00 0.00 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F: 0.00

25490 COULD NOT DUPLICATE CONCERN.

\*\*\*\*\*

G CUSTOMER STATES PERFORM 17N03  
CAUSE:  
17N03B CSP 17N03 CARBON MONOXIDE CONCERNS  
2681 HYDE, DARYL LIC#: 2681

- W 2 CK4Z\*13014\*B INSULATOR - TUNNEL (N/C)
- 3 4M8Z\*7R2R0B62\*A VALVE ASY - AUTO DRAIN (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	

X  
CUSTOMER SIGNATURE

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Customer Number

Invoice No:

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SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA		25490 / 25502		
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29JUL16			17:30 11JAN18		0.00	CASH	13JAN18
PRO OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
10:11 11JAN18	11:37 13JAN18						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
							(N/C)

1 MISC OTHER  
 FC: PART#: COUNT:  
 CLAIM TYPE: 17n03  
 AUTH CODE:  
 2681

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G: 0.00  
 25490 PERFORMED RECALL 17N03.

\*\*\*\*\*  
 H FREE MULTI POINT INSPECTION REPORT ONLY WITH OTHER SERVICE ITEMS. TO  
 PERFORM A MULTI POINT INSPECTION ONLY - A FEE WILL APPLY  
 99PV2 FREE MULTI POINT INSPECTION REPORT ONLY

WITH OTHER SERVICE ITEMS TO PERFORM A MULTI  
 POINT INSPECTION ONLY - A FEE WILL APPLY

2681 HYDE, DARYL LIC#: 2681 CP 0.00 0.00

GBATT TESTED BATTERY AND BATTERY IS GOOD AT THIS  
 TIME

2681 HYDE, DARYL LIC#: 2681 CP 0.00 0.00

GBK BRAKES CHECKED AND ARE OK THERE IS OVER  
 5MM (DISC) OR OVER 2MM (DRUM)

2681 HYDE, DARYL LIC#: 2681 CP 0.00 0.00

GTIRE TIRES CHECKED AND ARE OK THERE IS 7/32NDS  
 OR GREATER TREAD DEPTH ON TIRES

2681 HYDE, DARYL LIC#: 2681 CP 0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE H: 0.00  
 25490 PERFORMED MULTI-POINT INSPECTION.

\*\*\*\*\*

I CUSTOMER STATES Second row right onboard seat track trim is not  
 clipping correctly

SOP IN ORDER TO PROPERLY REPAIR YOUR VEHICLE  
 RIGHT THE FIRST TIME YOUR TECHNICIAN HAS

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

CUSTOMER SIGNATURE

Customer Copy

Customer Number [REDACTED]

Invoice No [REDACTED]

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VIRGINIA BEACH, VA [REDACTED]

Home: [REDACTED] Bus: [REDACTED]  
Email: [REDACTED] home

Cell: [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	25490 / 25502	[REDACTED]	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
29JUL16			17:30 11JAN18		0.00	CASH	13JAN18
WARR: O: OPENED: [REDACTED]		READY: [REDACTED]		OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT			
10:11 11JAN18		11:37 13JAN18					
LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

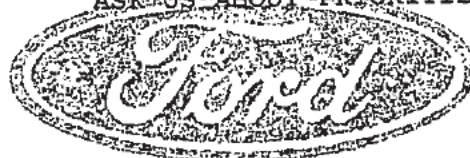
ORDERED A SPECIAL PART AND YOUR SERVICE ADVISOR HAS SCHEDULED AN APPOINTMENT TO CONTINUE THIS REPAIR.

2681 HYDE, DARYL LIC#: 2681  
CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE I: 0.00

25490 CUSTOMER COMPLAINED THAT THE SECOND ROW OUTBOARD TRACK TRIM ISNT CLIPPING PROPERLY. FOUND TRIM PANEL TO BE DEFORMED, NOT ALLOWING THE TRIM PANELS TO CLIP PROPERLY.

\*\*\*\*\*  
-IPIND|PFL|\*\*\*0.00|\*\*131.28| THANK YOU FOR CHOOSING PRIORITY FORD!  
ASK US ABOUT PRIORITIES FOR LIFE.



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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

X  
CUSTOMER SIGNATURE

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VIRGINIA BEACH, VA [REDACTED]  
Home: [REDACTED] Bus: [REDACTED]  
Email: [REDACTED] home

Cell: [REDACTED]

SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG #	
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	25891 / 25891	[REDACTED]	
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	P.O. N.	RATE	PAYMENT	INV. DATE
29JUL16			17:30 24JAN18		0.00	CASH	24JAN18
R.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5_Liter_GTDI TRN:AT					
09:04 24JAN18	11:09 24JAN18						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES AIR BAG LIGHT IS BACK ON SEE HISTORY  
CS1- CUSTOMER STATES AIR BAG LIGHT IS BACK ON SEE HISTORY

2681 HYDE, DARYL LIC#: 2681

W

1 BE9Z\*7467460\*AE COVER

1 DE9Z\*7467460\*AH SHIELD

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00 (N/C)

25891 CUSTOMER COMPLAINED THAT THE AIRBAG LIGHT WAS BACK ON, THE AIRBAG LIGHT WAS NOT ON, BUT SCANNED FOR CODES, AND CAME BACK WITH B140D SECOND ROW PASSENGER SIDE SEATBELT SENSOR CIRCUIT INTERMITTENTLY OPEN. PERFORMED PINPOINT TEST X, A1-YES GO TO A5, A5-YES GO TO A8, A8-YES REPLACE SEATBELT BUCKLE. ORDERED BUCKLE.

\*\*\*\*\*

B CUSTOMER STATES COVER IN BETWEEN SECOND ROW SEAL IS COMING OFF

SOP IN ORDER TO PROPERLY REPAIR YOUR VEHICLE RIGHT THE FIRST TIME YOUR TECHNICIAN HAS ORDERED A SPECIAL PART AND YOUR SERVICE ADVISOR HAS SCHEDULED AN APPOINTMENT TO CONTINUE THIS REPAIR.

2681 HYDE, DARYL LIC#: 2681

CP

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

\*\*\*\*\*

C \*\*\*\*\*PRIORITY CUSTOMER\*\*\*\*\*

P \*\*\*\*\*PRIORITY CUSTOMER\*\*\*\*\*

2681 HYDE, DARYL LIC#: 2681

CP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

\*\*\*\*\*

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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

X  
CUSTOMER SIGNATURE

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Customer Number [REDACTED]

Invoice No: [REDACTED]



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DUPLICATE 1  
Page 1 of 2

VIRGINIA BEACH, VA [REDACTED]  
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Email: [REDACTED]@home

Cell: [REDACTED]

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SERVICE ADVISOR: 5719 CYNTHIA MCGAHA

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
BLUE JEANS	17	FORD EXPLORER	1FM5K8HT8HGA [REDACTED]	[REDACTED]	25951 / 25951	[REDACTED]
DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO. NO.	RATE	PAYMENT
29JUL16			17:30 25JAN18		0.00	CASH
R.O. OPENED	READY	OPTIONS: SOLD-STK:F730430 ENG:3.5 Liter_GTDI TRN:AT				
09:04 24JAN18	16:56 02FEB18					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

A CUSTOMER STATES AIR BAG LIGHT IS BACK ON SEE HISTORY CAUSE:

14056D AIR BAG RESTRAINT SYSTEM - DIAGNOSIS - L  
2681 HYDE, DARYL LIC#: 2681  
W

60044ARB SEAT BELT BUCKLE ASSY - REAR - REPLACE  
(60044/60045/600A38/611B66) - L  
2681 HYDE, DARYL LIC#: 2681  
W

1 DB5Z\*7860044\*EB SEAT BELT ASY

FC: S39 42  
PART#: DB5Z\*7860044\*EB  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
2681



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

25891 CUSTOMER COMPLAINED THAT THE AIRBAG LIGHT WAS BACK ON, THE AIRBAG LIGHT WAS NOT ON, BUT SCANNED FOR CODES, AND CAME BACK WITH B140D SECOND ROW PASSENGER SIDE SEATBELT SENSOR CIRCUIT INTERMITTENTLY OPEN. PERFORMED PINPOINT TEST X, A1-YES GO TO A5, A5-YES GO TO A8, A8-YES REPLACE SEATBELT BUCKLE. ORDERED BUCKLE. UPON CUSTOMER COMING BACK, WHEN INNER RECLINER COVER WAS INSTALLED, SO WAS THE SEATBELT BUCKLE ASSEMBLY. NO CODES WERE FOUND AFTER TEST DRIVING VEHICLE, AND SCANNING FOR CODES.

\*\*\*\*\*

B CUSTOMER STATES COVER IN BETWEEN SECOND ROW SEAT IS COMING OFF CAUSE:

MTRPAIR TIME TO ACCESS AND REPLACE INNER AND OUTER COVERS  
2681 HYDE, DARYL LIC#: 2681  
W

1 BB5Z\*78666L75\*AA COVER

1 BE9Z\*7461348\*AJ COVER - SEAT BACK LATCH

(N/C)  
(N/C)  
(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	

X  
CUSTOMER SIGNATURE

Customer Copy



Gary C. Byler, Esquire  
Sandra L. Sampson, Esquire  
Cornelia Woodley, Esquire

January 12, 2018

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

RE: Our Client: [REDACTED]  
Vehicle: 2017 Ford Explorer  
VIN: 1FM5K8HT8HGA [REDACTED]

*Notice of Nonconformity Pursuant to Virginia's Motor Vehicle Warranty Enforcement Act,  
Title 59.1, Chapter 17.3 of the Code of Virginia, 1950, as amended.*

To Whom It May Concern:

Please be advised that I have been retained by [REDACTED] to represent his interests with regard to the vehicle described above. The purpose of this letter is to provide the manufacturer with notice of the nonconformity of this vehicle to its warranty under Virginia law, as referenced above.

Please be advised that the delivery date of this vehicle was July 29, 2016 with approximately 0 miles on the odometer. My client purchased the vehicle from Priority Ford, located at 7520 N. Military Hwy, Norfolk, VA 23518. On January 31, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning lane keeping assistant. Priority Ford stated that the problem was normal and the vehicle was held for one day.

On May 16, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning lane keeping assistant. Priority Ford performed camera alignment procedure and the vehicle was held for three days.

On May 19, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning lane keeping assistant. Priority For performed camera alignment procedure and the vehicle was held for twenty-five days.

On June 29, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning lane keeping assistant. Priority Ford was unable to reproduce and/or correct concern at that time. We have enclosed copies of all repair orders and pertinent documents which affirm these repair attempts.

In addition, on August 2, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning airbag light. Priority Ford re-routed the connectors and installed new wiring pigtail per TSB and the vehicle was held for one day.

On October 17, 2017, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of malfunctioning airbag light. Priority Ford checked for DTC's and resecured the connector and the vehicle was held for two days.

On January 11, 2018, Mr. [REDACTED] brought the vehicle to Priority Ford complaining of intermittently malfunctioning airbag light. Priority Ford could not duplicate the concern and took no action to correct the problem and the vehicle was held for two days.

According to §59.1-201.13 of the Code of Virginia, 1950, as amended, the manufacturer, its agents and authorized dealers have had a reasonable number of attempts to conform the vehicle to its warranty. My client is entitled to a refund of the full contract price, including all collateral charges and incidental damages, less a reasonable allowance for the consumer's use of the vehicle up to the date of the first notice of nonconformity that is given to the manufacturer, its agents or authorized dealer. As of the date of this letter, the mileage of Mr. [REDACTED] vehicle is 25,502.

Enclosed please find a Schedule of Damages which outlines our demand pursuant to the Motor Vehicle Warranty Enforcement Act, Title 59.1, Chapter 17.3 of the Code of Virginia, 1950, as amended. If we fail to receive contact from you within ten (10) days of this letter, we will have no other alternative but to file a lawsuit with the Norfolk Circuit Court.

Thank you for your attention to this matter. We look forward to receiving a response from you in the near future.

Sincerely,

  
For Gary C. Byler, Esquire

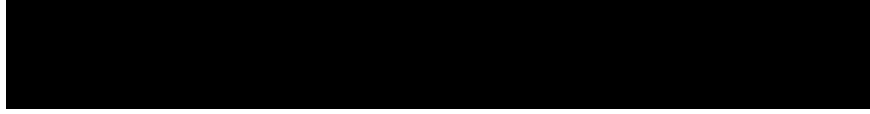
GCB:ciw  
Enclosures

**BYLER & SAMPSON, PC**  
ATTORNEYS AT LAW

505 S. Independence Boulevard • Suite 201 • Virginia Beach, Virginia 23452

Virginia Beach: (757) 490-8094 • Facsimile: (757) 490-0414  
Eastern Shore: (757) 331-4400 • Toll Free: (800) 566-0276

# Lawsuit



**Service of Process  
Transmittal**

04/06/2018

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
1 American Rd Whq 421-E6  
Dearborn, MI 48126-2701

**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:** [REDACTED], Pltf. vs. Ford Motor Company, et al., Dfts.

**DOCUMENT(S) SERVED:** Summons, Complaint, Jury Trial Demanded, Cover Sheet(s), Instructions, Notice(s), Certificate(s), Declaration

**COURT/AGENCY:** Alameda County - Superior Court - Hayward, CA  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2015 Ford Explorer, VIN: 1FM5K8GT0FGA [REDACTED]

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 04/06/2018 at 14:45

**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  
3511 Del Paso Rd. #160-220  
Sacramento, CA 95835  
916-836-8565

**ACTION ITEMS:** CT has retained the current log, Retain Date: 04/07/2018, Expected Purge Date: 04/12/2018  
  
Image SOP  
  
Email Notification, Mary Ann MacKinnon mmackin1@ford.com  
  
Email Notification, Chris Dzbanski cdzbansk@ford.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615

4/6/18 2:45P.

### 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):

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)  
**FILED**  
ALAMEDA COUNTY  
MAR 20 2018  
CLERK OF THE SUPERIOR COURT  
By [Signature] 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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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 arribos 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

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; 3511 Del Paso Rd. #160-220, Sacramento, CA 95835; (916) 836-8565

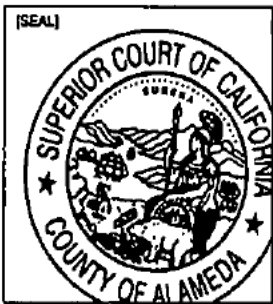
Chad Finko [Signature] Deputy  
Clerk, by (Secretario) (Adjunto)

DATE: MAR 20 2018  
(Fecha)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- 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 416.80 (authorized person)  
 other (specify):
- by personal delivery on (date): 4/6/18



1 Kimberli C. Zazzi (SBN 249638)  
2 Vincent M. Onorio (SBN 117699)  
3 LEMON LAW PRO  
4 3511 Del Paso Rd. #160-220  
5 Sacramento, CA 95835  
6 Telephone: (916) 836-8565  
7 Facsimile: (916) 836-8583

8 Attorney for Plaintiff  
9 [REDACTED]

FILED  
ALAMEDA COUNTY

MAR 20 2018

CLERK OF THE SUPERIOR COURT

By [Signature] Deputy

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF ALAMEDA

12 [REDACTED]  
13 Plaintiff,  
14 v.  
15 FORD MOTOR COMPANY;  
16 and DOES 1 - 10,  
17 Defendants.

CASE NO.: [REDACTED]

COMPLAINT FOR VIOLATION OF THE  
SONG-BEVERLY CONSUMER  
WARRANTY ACT

Unlimited Civil Jurisdiction -  
Damages Exceed \$25,000

JURY TRIAL DEMANDED

18 Plaintiff [REDACTED] (hereafter "Plaintiff"), by and through their attorney,  
19 hereby alleges the following upon information and belief:

20 **GENERAL ALLEGATIONS**

- 21 1. Plaintiff is a natural person residing in Bruno California.  
22 2. Plaintiff is a "buyer" as defined in Civil Code §2981(c) and §1791(b).  
23 3. FORD MOTOR COMPANY. (hereafter "Defendant" or "FORD") is and was a  
24 corporation and registered to do business in the State of California and doing business in the  
25 County of ALAMEDA  
26 4. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor"  
27 under the Act.  
28 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

1 Plaintiff. Therefore, Plaintiff sues these defendants by such fictitious names and will amend the  
2 Complaint to allege their true names and capacities when ascertained.

3 6. On or about September 19, 2014, Plaintiff purchased a brand new 2015 Ford  
4 Explorer VIN: 1FM5K8GT0FGA [REDACTED] (hereinafter "vehicle") at Livermore Auto Group located  
5 in Livermore, California. The subject vehicle is a new motor vehicle that was purchased  
6 primarily for personal, family, or household purposes or it is a new motor vehicle with a gross  
7 vehicle weight under 10,000 pounds that was purchased or used primarily for business purposes  
8 by an entity to which not more than five motor vehicle are registered in this state. The subject  
9 vehicle is a "new motor vehicle" under the Song-Beverly Consumer Warranty Act, Civil Code  
10 §§1790 *et seq.* (the "Act".)

11 7. Defendant FORD MOTOR COMPANY issued an "express warranty" to Plaintiff  
12 pursuant to the Act.

13 8. The sale of the subject vehicle was also accompanied by an implied warranty  
14 which represented that the vehicle was merchantable. The sale was also accompanied by  
15 Defendant's implied warranty of fitness.

16 9. The subject vehicle has suffered from serious defects and nonconformities to  
17 warranty, including, but not limited to, recurrent and/or intermittent check engine light staying  
18 on and rattling noise coming from the engine at idle.

19 10. The aforementioned nonconformities and defects manifested themselves within  
20 the applicable express warranty period. Said nonconformities have substantially impaired the  
21 vehicle's use, value, or safety to Plaintiff.

22 11. From the time of purchase until the present, the vehicle has suffered ongoing  
23 problems including but not limited to the following:

24 ///

25 ///

26 ///

Problems	Date	Odo.	Days	RO #
<b>Check Engine Light-1<sup>st</sup> repair attempt</b> Customer states check engine light is on.	01/30/18 - Current	39,725	44 +	213811 SerraMonte Ford
<b>Rattling Noise-1<sup>st</sup> repair attempt</b> Customer states there is a rattling noise coming from engine at idle.				

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.

///

///

1           18. Plaintiff is entitled to recover incidental, consequential, and general damages  
2 actually incurred by Plaintiff resulting from Defendant's failure to comply with its obligations  
3 under the Act.

4           19. Plaintiff is entitled to recover a sum equal to the aggregate amount of costs and  
5 expenses, including attorney's fees based on actual time expended and reasonably incurred in  
6 connection with the commencement and prosecution of this action.

7           20. Plaintiff is entitled to recover, in addition to the amounts recovered, a civil  
8 penalty up to two times the amount of actual damages for Defendant's willful refusal to comply  
9 with its responsibilities under the Act.

10           WHEREFORE, Plaintiff pray for judgment against Defendant as follows:

- 11           (1) For rescission of the contract and restitution of all consideration;  
12           (2) For actual compensation and general damages according to proof at time of trial;  
13           (3) For civil penalty up to two times the amount of actual damages;  
14           (4) For prejudgment interest from the date of rescission;  
15           (5) For actual attorney fees, reasonably incurred;  
16           (6) For costs and expenses reasonably incurred with the commencement and  
17 prosecution of this action; and  
18           (7) For such other and further relief as the Court deems just and proper.

19  
20 Dated: March 14, 2018

LEMON LAW PRO

21  
22   
23 Kimberli C. Zizzi, Esq.  
24 Attorney for Plaintiff  
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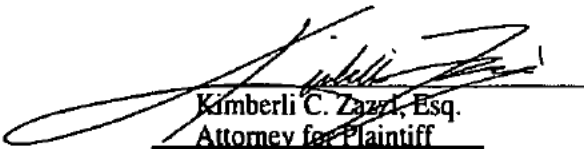
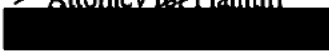
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**JURY TRIAL DEMANDED**

Plaintiff demands a trial by jury on all issues so triable.

Dated: March 14, 2018

LEMON LAW PRO

  
Kimberli C. Zazz, Esq.  
Attorney for Plaintiff  


ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Kimberli C. Zazzi (SBN 249638)  
 Lemon Law Pro  
 3511 Del Paso Rd. #160-220  
 Sacramento, CA 95835  
 TELEPHONE NO.: (916) 836-8565 FAX NO.: (916) 836-8583

**FILED**  
 ALAMEDA COUNTY

MAR 20 2018

CLERK OF THE COURT  
 By *[Signature]*

ATTORNEY FOR (Name): Plaintiff, Melissa Argente  
 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:  
 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)

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:
- |   |  |   |
|---|--|---|
| <p><b>Auto Tort</b></p> <input type="checkbox"/> Auto (22)<br><input type="checkbox"/> Uninsured motorist (46) <p><b>Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <input type="checkbox"/> Asbestos (04)<br><input type="checkbox"/> Product liability (24)<br><input type="checkbox"/> Medical malpractice (45)<br><input type="checkbox"/> Other PIP/DWD (23) <p><b>Non-PIP/DWD (Other) Tort</b></p> <input type="checkbox"/> Business tort/unfair business practice (07)<br><input type="checkbox"/> Civil rights (08)<br><input type="checkbox"/> Defamation (13)<br><input type="checkbox"/> Fraud (16)<br><input type="checkbox"/> Intellectual property (19)<br><input type="checkbox"/> Professional negligence (25)<br><input type="checkbox"/> Other non-PIP/DWD tort (35) <p><b>Employment</b></p> <input type="checkbox"/> Wrongful termination (36)<br><input type="checkbox"/> Other employment (15) | <p><b>Contract</b></p> <input checked="" type="checkbox"/> Breach of contract/warranty (06)<br><input type="checkbox"/> Rule 3.740 collections (09)<br><input type="checkbox"/> Other collections (09)<br><input type="checkbox"/> Insurance coverage (18)<br><input type="checkbox"/> Other contract (37) <p><b>Real Property</b></p> <input type="checkbox"/> Eminent domain/inverse condemnation (14)<br><input type="checkbox"/> Wrongful eviction (33)<br><input type="checkbox"/> Other real property (26) <p><b>Unlawful Detainer</b></p> <input type="checkbox"/> Commercial (31)<br><input type="checkbox"/> Residential (32)<br><input type="checkbox"/> Drugs (38) <p><b>Judicial Review</b></p> <input type="checkbox"/> Asset forfeiture (05)<br><input type="checkbox"/> Petition re: arbitration award (11)<br><input type="checkbox"/> Writ of mandate (02)<br><input type="checkbox"/> Other judicial review (39) | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <input type="checkbox"/> Antitrust/Trade regulation (03)<br><input type="checkbox"/> Construction defect (10)<br><input type="checkbox"/> Mass tort (40)<br><input type="checkbox"/> Securities litigation (28)<br><input type="checkbox"/> Environmental/Toxic tort (30)<br><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <p><b>Enforcement of Judgment</b></p> <input type="checkbox"/> Enforcement of judgment (20) <p><b>Miscellaneous Civil Complaint</b></p> <input type="checkbox"/> RICO (27)<br><input type="checkbox"/> Other complaint (not specified above) (42) <p><b>Miscellaneous Civil Petition</b></p> <input type="checkbox"/> Partnership and corporate governance (21)<br><input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> 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.)

Date: March 14, 2018  
 Kimberli C. Zazzi  
 (TYPE OR PRINT NAME)

*[Signature]*  
 (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.

## 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

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
<b>Other PUPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Product Liability (not asbestos or toxic/environmental) (24)	Collection Case—Seller Plaintiff	<b>Enforcement of Judgment</b>
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice—Physicians & Surgeons	Insurance Coverage (not provisionally complex) (16)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment (non-domestic relations)
<b>Other PUPD/WD (23)</b>	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award (not unpaid taxes)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Other PUPD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
<b>Non-PUPD/WD (Other) Tort</b>	Wrongful Eviction (33)	Other Complaint (not specified above) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Writ of Possession of Real Property	Injunctive Relief Only (non-harassment)
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case (non-tort/non-complex)
Intellectual Property (19)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Civil Complaint (non-tort/non-complex)
Professional Negligence (25)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice (not medical or legal)	Residential (32)	Other Petition (not specified above) (43)
Other Non-PUPD/WD Tort (35)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Civil Harassment
<b>Employment</b>	<b>Judicial Review</b>	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ—Administrative Mandamus	Petition for Relief From Late Claim
	Writ—Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

**Superior Court of California, County of Alameda**



**Notice of Assignment of Judge for All Purposes**

Case Number: [REDACTED]  
Case Title: [REDACTED] VS Ford Motor Company  
Date of Filing: 03/20/2018

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:

Judge: Frank Roesch  
Department: 24  
Address: Administration Building  
1221 Oak Street  
Oakland CA 94612  
Phone Number: (510) 267-6940  
Fax Number: (510) 267-1509  
Email Address: Dept.24@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 Procedure section 170.6 must be exercised within the time period provided by law. (See Code Civ. Proc. §§ 170.6, subd. (a)(2) and 1013.)

**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."

IT IS THE DUTY OF EACH PLAINTIFF AND CROSS COMPLAINANT TO SERVE A COPY OF THIS NOTICE IN ACCORDANCE WITH LOCAL RULES.

## 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 René C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544. 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 Frank Roesch  
DEPARTMENT 24

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\(1\)](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](http://www.courtinfo.ca.gov).

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processes (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". Plaintiff received that form in the ADR information package at the time the complaint was filed. The court's Web site also 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.

(1) Meet and Confer Requirements are strictly enforced in Discovery Disputes. Counsel are reminded of their duty to act professionally and respectfully. (2) An informal discovery resolution process is provided for represented parties. Contact the clerk for details. (3) Courtesy Copies delivered directly to Dept 24 are required for all motions and applications. If said filing collectively measures two or more inches, please deliver the Courtesy Copy in binders separated with tabs and indexed. (4) DATES: email is preferred for scheduling. Court is in session all day and cannot respond adequately to phone calls. (5) Other than for scheduling matters, parties MUST COPY all sides when communicating via email with the Court. Email is NOT a substitute for filing pleadings/documents. Further, parties are reminded that the Court Clerk is prohibited from giving legal advice.

## Schedule for Department 24

The following scheduling information is subject to change at any time, without notice. Please contact the department at the phone number or email address noted above if you have questions. Parties must confer on agreeable dates consistent with the court's schedules before contacting the clerk to reserve a date. Email request will result in a faster response.

- Trials generally are held: Mondays through Thursdays at 9 a.m. Trial Readiness Conference set about 10 days prior to trial on Fridays at 10 am. Compliance with Local Rule 3.35 and personal appearance of trial counsel required on that date.
- Case Management Conferences are held: Monday, Wednesday and Friday at 9 a.m. Tentative orders are generally posted in advance.
- Law and Motion matters are heard: Tues and Thurs at 3:45 p.m. Litigants must contact the clerk to reserve a date before filing any law and motion matters. The court does issue tentative rulings. See Local Rule 3.30(c). To contest a ruling, call or e-mail Dept. 24 in a timely manner.

- Settlement Conferences are heard: MSC may be set, but court resources are limited. Counsel are encouraged to consider alternative dispute resolution options. MSC will be specially set when deemed appropriate.
- Ex Parte matters are heard: Monday through Thursday at 4 p.m. Litigants must contact the clerk to reserve a date and time before noticing any party.
- Collection trials, prove-up hearings, and orders of examination are set on Fridays at 2 pm.
- In all matters, Counsel are expected to be familiar with the Statement of Professionalism and Civility published by the Alameda County Bar Association ([www.acbanet.org](http://www.acbanet.org)).

### Law and Motion Procedures

To obtain a hearing date for a Law and Motion or ex parte matter, parties must contact the department as follows:

- Motion Reservations

Email: Dept.24@alameda.courts.ca.gov  
Phone: 510 267-6940

Requests for Law & Motion or Ex Parte hearing dates must include: (1) Case Name; (2) Case Number; (3) Title of Motion; (4) Moving Party.

- Ex Parte Matters

Email: Dept.24@alameda.courts.ca.gov  
Phone: 510 267-6940

### Tentative Rulings

The court may issue tentative rulings in accordance with the Local Rules. Tentative rulings will become the Court's order unless contested in accordance with the Local Rules. Tentative rulings will be available at:

- Website: [www.alameda.courts.ca.gov/domainweb](http://www.alameda.courts.ca.gov/domainweb), Calendar Information for Dept. 24
- Phone: 1-866-223-2244

Dated: 03/23/2018

  
Facsimile

---

Presiding Judge,  
Superior Court of California, County of Alameda

---

**CLERK'S CERTIFICATE OF MAILING**

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice by placing copies in envelopes addressed as shown on the attached Notice of Initial Case Management Conference and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 03/26/2018

By *Crista Anchondo*<sup>digital</sup>  
Deputy Clerk

Lemon Law Pro  
Attn: Zazzi, Kimberli C  
3511 Del Paso Rd  
#160-220  
Sacramento, CA 95835

Superior Court of California, County of Alameda

Plaintiff/Petitioner(s)  
VS.  
Ford Motor Company  
Defendant/Respondent(s)  
(Abbreviated Title)

No. [REDACTED]

NOTICE OF CASE MANAGEMENT  
CONFERENCE AND ORDER  
Unlimited Jurisdiction

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:  
Notice is given that a Case Management Conference has been scheduled as follows:

Date: 08/06/2018 Time: 09:00 AM	Department: 24 Location: Administration Building Third Floor 1221 Oak Street, Oakland CA 94612 Internet: <a href="http://www.alameda.courts.ca.gov">www.alameda.courts.ca.gov</a>	Judge: Frank Roesch Clerk: Param Bir Clerk telephone: (510) 267-6940 E-mail: <a href="mailto:Dept.24@alameda.courts.ca.gov">Dept.24@alameda.courts.ca.gov</a> Fax: (510) 267-1509
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ORDERS

1. Plaintiff must:
  - a. 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)); and
  - b. Give notice of this conference to all other parties and file proof of service.
2. Defendant must respond as stated on the summons.
3. All parties who have appeared before the date of the conference must:
  - a. Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724;
  - b. File and serve a completed *Case Management Statement* on Form CM-110 at least 15 days before the Case Management Conference (Cal. Rules of Court, rule 3.725); and
  - c. Post jury fees as required by Code of Civil Procedure section 631.
4. 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.
5. You are further ordered to appear in person or through your attorney of record at the Case Management Conference noticed above. You must be thoroughly familiar with the case and fully authorized to proceed. You may be able to appear at Case Management Conferences by telephone. Contact CourtCall, an independent vendor, at least three business days before the scheduled conference. Call 1-888-882-6878, or fax a service request to (888) 882-2946. The vendor charges for this service.
6. You may file *Case Management Conference Statements* by E-Delivery. Submit them directly to the E-Delivery Fax Number (510) 267-5732. No fee is charged for this service. For further information, go to [www.alameda.courts.ca.gov/ff](http://www.alameda.courts.ca.gov/ff).
7. 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 website of each assigned department for procedures regarding tentative case management orders at [www.alameda.courts.ca.gov/dc](http://www.alameda.courts.ca.gov/dc).

**CLERK'S CERTIFICATE OF MAILING**

I certify that the following is true and correct: I am the clerk of the above-named court and not a party to this cause. I served this Notice of Hearing by placing copies in envelopes addressed as shown hereon and then by sealing and placing them for collection, stamping or metering with prepaid postage, and mailing on the date stated below, in the United States mail at Alameda County, California, following standard court practices.

Executed on 03/26/2018.

By

*Cecilia Amador*

Deputy Clerk

1 Kimberli C. Zazzi (SBN 249638)  
2 Vincent M. Onorio (SBN 117699)  
3 LEMON LAW PRO  
4 3511 Del Paso Rd. #160-220  
5 Sacramento, CA 95835  
6 Telephone: (916) 836-8565  
7 Facsimile: (916) 836-8583

8 Attorney for Plaintiff  
9 [REDACTED]

FILED  
ALAMEDA COUNTY

MAR 20 2018

CLERK OF THE SUPERIOR COURT  
By: [Signature]  
[Signature]

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF ALAMEDA

12 [REDACTED]  
13 Plaintiff,

14 v.

15 FORD MOTOR COMPANY;  
16 and DOES 1 - 10,

17 Defendants.

CASE NO.: [REDACTED]

DECLARATION OF KIMBERLI ZAZZI  
FOR FILING OF COMPLAINT

18 I, Kimberli Zazzi, declare:

- 19 1. I am an attorney at law duly admitted to practice before the courts of the State of  
20 California and am the attorney of record for Plaintiff [REDACTED]  
21 2. The following declaration is made upon my own true knowledge and belief of the  
22 events which have occurred in this matter.  
23 3. The Complaint filed concurrently herewith is filed in a proper place for the trial  
24 thereof, for the reason(s) checked below:  
25  This is the county in which the subject matter of the action, or a  
26 substantial portion thereof, occurred;  
27  This is the county in which the person against whom the action is brought  
28 resides;

Declaration of Kimberli Zazzi for Filing of Complaint

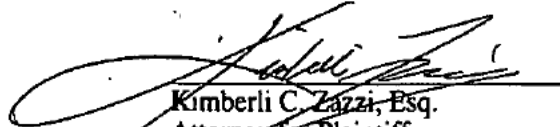
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- This is the county in which the person against whom the action is brought has its principal place of business or is doing business; and/or
- This is the county in which the parties entered into the subject transaction.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed in Sacramento, California.

Dated: March 14, 2018

LEMON LAW PRO



Kimberli C. Lazzi, Esq.  
Attorney for Plaintiff

# Lawsuit

[REDACTED],

[REDACTED]

**Service of Process  
Transmittal**

04/25/2019

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
FORD MOTOR COMPANY  
1 American Rd Whg 421-E6  
Dearborn, MI 48126-2701

**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:** [REDACTED], Pltfs. vs. Ford Motor Company, etc., et al., Dfts.

**DOCUMENT(S) SERVED:** Summons, Complaint, Exhibit(s), Instructions, Cover Sheet, Addendum, Stipulation(s), Attachment(s)

**COURT/AGENCY:** Los Angeles County - Superior Court - Hill Street, CA  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2013 Ford Explorer, VIN: 1FM5K7F80DGA [REDACTED]

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 04/25/2019 at 15:08

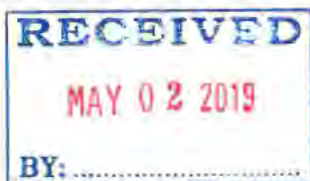
**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after service (Document(s) may contain additional answer dates)

**ATTORNEY(S) / SENDER(S):** Amy Morse  
Knight Law Group, LLP  
10250 Constellation Blvd., Suite 2500  
Los Angeles, CA 90067  
310-552-2250

**ACTION ITEMS:** CT has retained the current log, Retain Date: 04/26/2019, Expected Purge Date: 05/01/2019  
  
Image SOP  
  
Email Notification, Chris Dzbanski cdzbank@ford.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615



Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

SUM-100

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USODE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

**FORD MOTOR COMPANY, a Delaware Corporation; CERRITOS FORD, INC.,**  
a California Corporation, dba NORM REEVES FORD SUPERSTORE/NORM  
REEVES LINCOLN; and DOES 1 through 10, inclusive,  
**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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 desochar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):  
Stanley Mosk Courthouse

111 North Hill Street  
Los Angeles, CA 90012

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):

Knight Law Group, LLP  
10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067  
(310) 552-2250

Sherri R. Carter Executive Officer / Clerk of Court

DATE:  
(Fecha) 04/24/2019

Clerk, by  
(Secretario)

Marita P. Barel

Deputy  
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**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): 4-25-19

**KNIGHT LAW GROUP, LLP**  
Steve Mikhov (SBN 224676)  
stevem@knightlaw.com  
Amy Morse (SBN 290502)  
amym@knightlaw.com  
10250 Constellation Blvd., Suite 2500  
Los Angeles, CA 90067  
Telephone: (310) 552-2250  
Fax: (310) 552-7973

Attorneys for Plaintiffs.

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

[Redacted]

Plaintiffs,

vs.

**FORD MOTOR COMPANY, a Delaware Corporation; CERRITOS FORD, INC., a California Corporation, dba NORM REEVES FORD SUPERSTORE/NORM REEVES LINCOLN; and DOES 1 through 10, inclusive,**

Defendants.

Case No.:

Unlimited Jurisdiction

**COMPLAINT**

1. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY**
2. **VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY**
3. **VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2**

*Assigned for All Purposes to the Honorable*

Department

1 Plaintiffs, [REDACTED] allege as  
2 follows against Defendant, FORD MOTOR COMPANY, a Delaware Corporation, ("FORD");  
3 CERRITOS FORD, INC., a California Corporation, dba NORM REEVES FORD  
4 SUPERSTORE/NORM REEVES LINCOLN ("NORM REEVES FORD"); and DOES 1 through  
5 10 inclusive, on information and belief, formed after an inquiry reasonable under the  
6 circumstances:

7 **DEMAND FOR JURY TRIAL**

8 1. Plaintiffs, [REDACTED] hereby  
9 demand trial by jury in this action.

10 **GENERAL ALLEGATIONS**

11 2. Plaintiffs, [REDACTED] are  
12 individuals residing in the City of Long Beach, County of Los Angeles, and State of California.

13 3. Defendant FORD is and was a Delaware Corporation registered to do business in the State  
14 of California with its registered office in the City of Los Angeles, County of Los Angeles, and State  
15 of California.

16 4. Defendant NORM REEVES FORD, is and at all relevant times was a California Corporation  
17 registered to do business in the State of California with its principal place of business in the City of  
18 Cerritos, County of Los Angeles, and State of California.

19 5. These causes of action arise out of the warranty obligations of FORD in connection with a  
20 vehicle purchased by Plaintiffs and for which FORD issued a written warranty.

21 6. Plaintiffs do not know the true names and capacities, whether corporate, partnership,  
22 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive, under  
23 the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1 through  
24 10, inclusive, are in some manner responsible for the acts, occurrences and transactions set forth  
25 herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to amend this Complaint to set  
26 forth the true names and capacities of the fictitiously named Defendant, together with appropriate  
27 charging allegations, when ascertained.

28 ///

1 7. All acts of corporate employees as alleged were authorized or ratified by an officer, director,  
2 or managing agent of the corporate employer.

3 8. Each Defendant, whether actually or fictitiously named herein, was the principal, agent  
4 (actual or ostensible), or employee of each other Defendant, and in acting as such principal or within  
5 the course and scope of such employment or agency, took some part in the acts and omissions  
6 hereinafter set forth by reason of which each Defendant is liable to Plaintiffs for the relief prayed for  
7 herein. The sales contract is attached and incorporated by its reference as Exhibit 1.

8 9. On January 7, 2013, Plaintiffs purchased a used 2013 Ford Explorer, VIN:  
9 1FM5K7F80DGA [REDACTED] ("the vehicle"). Express warranties accompanied the sale of the vehicle to  
10 Plaintiffs by which FORD undertook to preserve or maintain the utility or performance of Plaintiffs'  
11 vehicle or to provide compensation if there was a failure in such utility or performance.

12 10. The vehicle was delivered to Plaintiffs with serious defects and nonconformities to warranty  
13 and developed other serious defects and nonconformities to warranty including, but not limited to,  
14 structural, exterior, transmission, interior, engine, HVAC, electrical, steering, suspension, and  
15 brakes defects.

16 11. Plaintiffs hereby revoke acceptance of the sales contract.

17 12. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code  
18 sections 1790 *et seq.* the subject vehicle constitutes "consumer goods" used primarily for family or  
19 household purposes, and Plaintiffs have used the vehicle primarily for those purposes.

20 13. Plaintiffs are a "buyer" of consumer goods under the Act.

21 14. Defendant FORD is a "manufacturer" and/or "distributor" under the Act.

22 15. Plaintiffs hereby demand trial by jury in this action.

23 **FIRST CAUSE OF ACTION**

24 **Violation of the Song-Beverly Act – Breach of Express Warranty**

25 **(Against All Defendants)**

26 15. Plaintiffs incorporate herein by reference each and every allegation contained in the  
27 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

28 ///

1 16. Express warranties accompanied the sale of the vehicle to Plaintiffs by which FORD  
2 undertook to preserve or maintain the utility or performance of Plaintiffs' vehicle or to provide  
3 compensation if there was a failure in such utility or performance.

4 17. The vehicle was delivered to Plaintiffs with serious defects and nonconformities to warranty  
5 and developed other serious defects and nonconformities to warranty including, but not limited to,  
6 structural, exterior, transmission, interior, engine, HVAC, electrical, steering, suspension, and  
7 brakes defects.

8 18. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil Code  
9 sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or  
10 household purposes, and Plaintiffs have used the vehicle primarily for those purposes.

11 19. Plaintiffs are the "buyer" of consumer goods under the Act.

12 20. Defendant FORD is a "manufacturer" and/or "distributor" under the Act.

13 21. The foregoing defects and nonconformities to warranty manifested themselves within the  
14 applicable express warranty period. The nonconformities substantially impair the use, value and/or  
15 safety of the vehicle.

16 22. Plaintiffs delivered the vehicle to an authorized FORD repair facility for repair of the  
17 nonconformities.

18 23. Defendant was unable to conform Plaintiffs' vehicle to the applicable express after a  
19 reasonable number of repair attempts.

20 24. Notwithstanding Plaintiffs' entitlement, Defendant FORD has failed to either promptly  
21 replace the used motor vehicle or to promptly make restitution in accordance with the Song-Beverly  
22 Act.

23 25. By failure of Defendant to remedy the defects as alleged above, or to issue a refund or  
24 replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

25 26. Under the Act, Plaintiffs are entitled to reimbursement of the price paid for the vehicle less  
26 that amount directly attributable to use by the Plaintiffs prior to discovery of the nonconformities.

27 27. Plaintiffs are entitled to all incidental, consequential, and general damages resulting from  
28 Defendant's failure to comply with its obligations under the Song-Beverly Act.

1 28. Plaintiffs are entitled under the Song-Beverly Act to recover as part of the judgment a sum  
2 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably incurred  
3 in connection with the commencement and prosecution of this action.

4 29. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two times  
5 the amount of actual damages for FORD's willful failure to comply with its responsibilities under  
6 the Act.

7 **SECOND CAUSE OF ACTION**

8 **Violation of the Song-Beverly Act – Breach of Implied Warranty**

9 **(Against All Defendants)**

10 30. Plaintiffs incorporate herein by reference each and every allegation contained in the  
11 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

12 31. FORD and its authorized dealership at which Plaintiffs purchased the subject vehicle had  
13 reason to know the purpose of the subject vehicle at the time of sale of the subject vehicle. The sale  
14 of the subject vehicle was accompanied by an implied warranty of fitness.

15 32. The sale of the subject vehicle was accompanied by an implied warranty that the subject  
16 vehicle was merchantable pursuant to Civil Code section 1792.

17 33. The subject vehicle was not fit for the ordinary purpose for which such goods are used  
18 because it was equipped with a defective structural, exterior, transmission, interior, engine, HVAC,  
19 electrical, steering, suspension, and brakes.

20 34. The subject vehicle did not measure up to the promises or facts stated on the container or  
21 label because it was equipped with a defective structural, exterior, transmission, interior, engine,  
22 HVAC, electrical, steering, suspension, and brakes.

23 35. The subject vehicle was not of the same quality as those generally acceptable in the trade  
24 because it was equipped with a defective structural, exterior, transmission, interior, engine, HVAC,  
25 electrical, steering, suspension, and brakes.

26 36. Plaintiffs are entitled to justifiably revoke acceptance of the subject vehicle under Civil Code,  
27 section 1794, *et seq*;

28 37. Plaintiffs hereby revoke acceptance of the subject vehicle.

1 38. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section 1794,  
2 *et seq.*

3 39. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section 1794, *et*  
4 *seq.* and Commercial Code, section 2711.

5 40. Plaintiffs are entitled to recover any "cover" damages under Commercial Code, sections  
6 2711, 2712, and Civil Code, section 1794, *et seq.*

7 41. Plaintiffs are entitled to recover all incidental and consequential damages pursuant to 1794  
8 *et seq* and Commercial Code, sections 2711, 2712, and 2713 *et seq.*

9 **THIRD CAUSE OF ACTION**

10 **Violation of the Song-Beverly Act Section 1793.2**

11 **(Against All Defendants)**

12 42. Plaintiffs incorporate herein by reference each and every allegation contained in the  
13 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

14 43. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells consumer  
15 goods in California, for which it has made an express warranty, shall maintain service and repair  
16 facilities or designate and authorize independent service and repair facilities to carry out the terms  
17 of those warranties.

18 44. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods is  
19 necessary because they do not conform with the applicable express warranties, service and repair  
20 shall be commenced within a reasonable time by the manufacturer or its representative.

21 45. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or  
22 repaired so as to conform to the applicable warranties within 30 days.

23 46. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty  
24 guaranteeing that the Subject Vehicle was safe to drive and not equipped with defective parts,  
25 including the structural, exterior, transmission, interior, engine, HVAC, electrical, steering,  
26 suspension, and brakes.

27 47. Plaintiffs delivered the Subject Vehicle to FORD's authorized service representative(s),  
28 NORM REEVES FORD, on multiple occasions. The subject vehicle was delivered for repairs of

1 the structural, exterior, transmission, interior, engine, HVAC, electrical, steering, suspension, and  
2 brakes, which amount to a nonconformity to the express warranties that accompanied the sale of the  
3 subject vehicle.

4 48. Since delivery of the subject vehicle to NORM REEVES FORD, over thirty days have passed  
5 and FORD and NORM REEVES FORD have failed to tender the subject vehicle back to Plaintiffs  
6 in conformance with its warranties.

7 49. Plaintiffs are entitled to justifiably revoke acceptance of the subject vehicle under Civil  
8 Code, section 1794, *et seq*;

9 50. Plaintiffs hereby revoke acceptance of the subject vehicle.

10 51. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code, section  
11 1794, *et seq*.

12 52. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code section 1794, *et*  
13 *seq*. and Commercial Code, section 2711.

14 53. Plaintiffs are entitled to recover any "cover" damages under Commercial Code sections  
15 2711, 2712, and Civil Code, section 1794, *et seq*.

16 54. Plaintiffs are entitled to recover all incidental and consequential damages pursuant to 1794  
17 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq*.

18 55. Plaintiffs are entitled in addition to the amounts recovered, a civil penalty of up to two  
19 times the amount of actual damages in that FORD has willfully failed to comply with its  
20 responsibilities under the Act.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for judgment against Defendants, as follows:

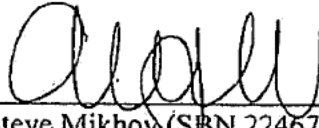
- 23 1. For general, special and actual damages according to proof at trial;
- 24 2. For rescission of the purchase contract and restitution of all monies expended;
- 25 3. For diminution in value;
- 26 4. For incidental and consequential damages according to proof at trial;
- 27 5. For civil penalty in the amount of two times Plaintiffs' actual damages;
- 28 6. For prejudgment interest at the legal rate;

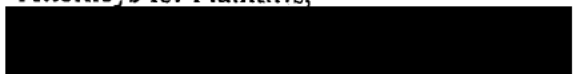
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- 7. For reasonable attorney's fees and costs of suit; and
- 8. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: 4/23/19

**KNIGHT LAW GROUP, LLP**

  
\_\_\_\_\_  
Steve Mikhov (SBN 224676)  
Amy Morse (SBN 290502)  
Attorneys for Plaintiffs,



Plaintiffs  hereby demand  
trial by jury in this action.

# EXHIBIT 1

Dealer Number \_\_\_\_\_ Contract Number 154328 R.O.S. Number \_\_\_\_\_ Stock Number 12714

Buyer Name and Address (Including Complete Mailing Address) <b>LINA BEACH CA LOS ANGELES</b>	Co-Buyer Name and Address (Including County and Zip Code) <b>N/A</b>	Creditor/Seller Name and Address <b>CERRITOS FORD LINCOLN 18566 BRIDGEMAN ROAD CERRITOS, CA 90703 LOS ANGELES</b>
--	--	--

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. Agreements on the front and back of this contract you agree to pay the Creditor/Seller (sometimes "you" or "us" in this contract) the Amount Financed on Charge in U.S. funds according to the payment schedule below. We will give your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used <b>USED</b>	Year <b>2013</b>	Make and Model <b>FORD TRUCK EXPLORER</b>	Odometer <b>19969</b>	Vehicle Identification Number <b>1FMSK7FB0D [REDACTED]</b>	Primary Use For Which Purchased <input type="checkbox"/> Personal, family or household unless otherwise indicated below. <input type="checkbox"/> Business or commercial
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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 the vehicle purchase including your down payment (if any)
<b>8.99%</b>	<b>\$ 3866.69</b>	<b>\$ 49339.85</b>	<b>\$ 49200.50</b>	<b>\$ 49200.50</b>
(a) means an estimate.				
YOUR PAYMENT SCHEDULE WILL BE:				
Number of Payments	Amount of Payments	When Payments Are Due		
One Payment of <b>N/A</b>	<b>N/A</b>	<b>N/A</b>		
One Payment of <b>N/A</b>	<b>N/A</b>	<b>N/A</b>		
74 Payments	<b>\$69.74</b>	Monthly Beginning <b>02/21/2014</b>		
<b>N/A</b> Payments	<b>N/A</b>	Monthly Beginning <b>N/A</b>		
One Final Payment	<b>\$69.74</b>	Due On <b>04/21/2014</b>		
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>		

Late Charge: If a payment is not received in full within 10 days after its due, you will pay a late charge of 6% of the part of the payment that is late. Prepayment: If you pay off your debt early, you may be charged a minimum finance charge. 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 repayment in full fees, late fees and sales, title and license charges, and security interest.

STATEMENT OF INSURANCE			
NOTICE: No person is required as a condition of the purchase of a motor vehicle to purchase or to be insured through an authorized insurance company broker. You are not required to buy any other than the plan of insurance you choose to buy, or not buy any other plan of insurance if the credit approval process.			
Vehicle Insurance			
Com. Auto. Fire & Theft	<b>N/A</b>	Com. \$	<b>N/A</b>
Com. Collision	<b>N/A</b>	Com. \$	<b>N/A</b>
Body Injury	<b>N/A</b>	Com. \$	<b>N/A</b>
Property Damage	<b>N/A</b>	Com. \$	<b>N/A</b>
Medical	<b>N/A</b>	Com. \$	<b>N/A</b>
<b>N/A</b>	<b>N/A</b>	Com. \$	<b>N/A</b>
Total Vehicle Insurance Premiums \$ _____			
UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT, LIABILITY ON PROPERTY DAMAGE INSURANCE FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.			
You may buy the physical damage insurance this contract (see back) from anyone you choose who is acceptable and not required to buy any other insurance to obtain credit.			

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others)	
1. Total Cash Price	\$ 34683.00(A)
A. Cash Price of Motor Vehicle and Accessories	\$ 34683.00
1. Cash Price Vehicle	\$ 34683.00
2. Cash Price Accessories	\$ N/A
3. Other (Nonresale)	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 88.00(B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A(C)
D. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A(D)
E. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A(E)
F. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A(F)
G. (Optional) Surface Protection Product (to whom paid)	\$ N/A(G)
H. (Optional) Surface Protection Product (to whom paid)	\$ N/A(H)
I. Sales Tax (on taxable items in A through H)	\$ 7128.00(I)
J. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid)	\$ 18.00(J)
K. (Optional) Service Contract (to whom paid)	\$ 1275.00(K)
L. (Optional) Service Contract (to whom paid)	\$ N/A(L)
M. (Optional) Service Contract (to whom paid)	\$ N/A(M)
N. (Optional) Service Contract (to whom paid)	\$ N/A(N)
O. (Optional) Service Contract (to whom paid)	\$ N/A(O)
P. Pre-Credit or Lease Balance paid by Seller to (see downpayment and trade-in calculation)	\$ N/A(P)
Q. (Optional) Gap Contract (to whom paid)	\$ 700.00(Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A(R)
S. Other (to whom paid)	\$ N/A(S)
Total Cash Price (A through S)	\$ 48736.00(1)
2. Amounts Paid to Public Officials	
A. Vehicle License Fee	\$ 0.00(A)
B. Registration/Transfer/Titling Fees	\$ 0.00(B)
C. California Tire Fees	\$ 0.00(C)
D. Other	\$ N/A(D)
Total Official Fees (A through D)	\$ 0.00(2)
3. Amount Paid to Insurance Companies	
(Total premiums from Statement of Insurance column a + b)	\$ N/A(3)
4. State Emissions Certification Fee or Emissions Exemption Fee	\$ 0.00(4)

Application for Optional Credit Insurance			
<input type="checkbox"/> Credit Life	<input type="checkbox"/> Buyer	<input type="checkbox"/> Co-Buyer	<input type="checkbox"/>
<input type="checkbox"/> Credit Disability (Buyer Only)			
Term	Exp.	Premiu	
Credit Life	<b>N/A</b>	\$	
Credit Disability	<b>N/A</b>	\$	
Total Credit Insurance Premiums	\$		
Insurance Company Name	<b>N/A</b>		
Home Office Address	<b>N/A</b>		
Credit Life Insurance and credit disability insurance required to obtain credit. You must buy or not buy the credit life and credit disability insurance. You must buy a credit approval process. They will not be provided until you sign and agree to pay the above credit life, then sign and agree to pay the above credit disability. This insurance not pay if you are on this contract if you make late or credit disability insurance does not cover any increase payment or if the number of payments coverage for insurance and credit disability insurance ends on the due date for the last payment unless a different term insurance is shown above.			
You are applying for the credit insurance above. Your signature below means that you that: (1) You are not eligible for insurance if you reached your 65th birthday; (2) You are eligible disability insurance only if you are working for or profit 80 hours a week or more on the E Date; (3) Only the Primary Buyer is eligible disability insurance. DISABILITY INSURANCE NOT COVER CONDITIONS FOR WHICH YOU SEEN A DOCTOR OR CHIROPRACTOR II LAST 6 MONTHS (Refer to Total Disability Covered in your policy for details). You want to buy the credit insurance.			
Date	Co-Buyer Signature		
OPTIONAL GAP CONTRACT: A gap contract (debit contract) is not required to obtain credit and will provide unless you sign below and agree to pay a charge. If you choose to buy a gap contract, the charge is based on the term of the contract. See back of this contract for the terms of the contract.			

A. Agreed Trade-In Value: N/A Make: N/A Model: N/A Year: N/A VIN: N/A

B. Loan Prior Credit or Lease Balance (a) \$ N/A (b) N/A

C. Net Trade-In (A less B) (Indicate if a negative number) \$ N/A

D. Dealer Downpayment \$ N/A

E. Manufacturer's Rebate \$ N/A

F. Other \$ N/A

G. Cash \$ N/A

Total Downpayment (C through G) \$ N/A

(If negative, enter zero on line 8 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) \$ N/A

Term: 36 Mos. 100 Days

I want to buy a gap contract Yes

Buyer Signs: X [Signature]

**OPTIONAL SERVICE CONTRACT**  
 Purchase the service contract(s) for company (a) for the term (c) shown in item 1K, 1L, 1M, 1N, and 1O.

1K Company: FORD

1L Company: FORD

1M Company: FORD

1N Company: FORD

1O Company: FORD

Buyer Signs: X [Signature]

**SELLER'S RETAIL LOAN**  
 BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: SALE

Amount \$: N/A Finance Charge \$: N/A

Total \$: N/A Payable in N/A Installments of \$: N/A

from this loan is shown in item 6D.

**AUTO BROKER FEE DISCLOSURE**  
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable: N/A

**SELLER'S RIGHT TO CANCEL** If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel option on the back of this contract shall be applied. If Seller is unable to assign this contract to a financial institution, will apply.

Buyer Signs: X [Signature]

Co-Buyer Signs: X [Signature]

**HOW THIS CONTRACT CAN BE CANCELLED**  
 This contract contains the entire agreement and is subject to the contract conditions printed on the back of this contract. Buyer Signs: X [Signature]

OPTION:  You pay no finance charge. If the Amount Financed, item 7, is paid in full on or before 12/31/2000, the Seller's interest will apply.

**THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNINSURED, YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.**

**WARNING:** YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. YOUR CURRENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. YOUR CURRENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED.

Payoff Amount: N/A

Prior Credit or Lease Balance: You understand that the amount quoted is an estimate.

Buyer Signatures: X [Signature]

Co-Buyer Signatures: X [Signature]

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance or under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

Buyer Signatures: X [Signature]

Co-Buyer Signatures: X [Signature]

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign it and retain its right to receive a part of the Finance Charge.**

**THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION**  
 California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign this contract, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 3-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle, subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE CONTRACT. YOU CONFIRM YOU SIGNED THIS CONTRACT TO YOU, AND YOU WERE NOT UNDER THE INFLUENCE OF ANY DRUGS OR ALCOHOL. YOU RECEIVED A COMPLETE COPY WHEN YOU SIGNED.

Buyer Signatures: X [Signature]

Co-Buyer Signatures: X [Signature]

Other Owner Signatures: X [Signature]

**GUARANTEE:** To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor hereby guarantees the payment of this contract. If Buyer fails to pay on this contract, each Guarantor must pay it when demanded. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept a check from the Buyer that is not cash; or (5) otherwise modify the contract or extend the contract. Each Guarantor acknowledges receipt of a complete copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notice of the amount owing at any time, and of any items.

Guarantor X: [Signature] Date: 01/20/00

Guarantor X: [Signature] Date: 01/20/00

Seller Signs: [Signature] Date: 01/20/00 By: [Signature]

**LAW FORM NO. 689-CA (REV. 7/98) A RETAILED DEALER**  
 ©2000 The Reynolds and Reynolds Company TO ORDER: 1-800-368-3688. THE FEDERAL SALES TAX WARRANTY, AGREEMENT OF SELLER AS TO DEFECTS OR FITNESS FOR PURPOSES OF THIS FORM, CONVEY YOUR OWN LEGAL RIGHTS.

**CUSTOMER/TRUE IN LENDING CC**

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	<b>FILED</b> Superior Court of California County of Los Angeles <b>04/24/2019</b> Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Marita P. Barel</u> Deputy
<b>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</b>	
Your case is assigned for all purposes to the judicial officer indicated below.	CASE NUMBER: <div style="background-color: black; width: 100px; height: 15px;"></div>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Anthony Mohr	96					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 04/24/2019

By Marita P. Barel, Deputy Clerk

(Date)

## 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.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Steve Mikhov (SBN 224676)/Amy Morse (SBN 290502) Knight Law Group, LLP 10250 Constellation Blvd., Suite 2500, Los Angeles, CA 90067 TELEPHONE NO.: (310) 552-2250 FAX NO.: (310) 552-7973		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
CASE NAME: _____ v. FORD MOTOR COMPANY, a Delaware Corporation		
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER:  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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/IPD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/IPD/W/D (23) <b>Non-P/IPD/W/D (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/IPD/W/D tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> 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. <input type="checkbox"/> Large number of separately represented parties	d. <input type="checkbox"/> Large number of witnesses
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve	e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. <input type="checkbox"/> Substantial amount of documentary evidence	f. <input type="checkbox"/> 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): 3

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.)

Date: 4/23/19  
 Steve Mikhov

*(Handwritten Signature)*

(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.

## 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

<p><b>Auto Tort</b></p> <ul style="list-style-type: none"> <li>Auto (22)—Personal Injury/Property Damage/Wrongful Death</li> <li>Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i></li> </ul> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <ul style="list-style-type: none"> <li>Asbestos (04)                             <ul style="list-style-type: none"> <li>Asbestos Property Damage</li> <li>Asbestos Personal Injury/Wrongful Death</li> </ul> </li> <li>Product Liability <i>(not asbestos or toxic/environmental)</i> (24)</li> <li>Medical Malpractice (45)                             <ul style="list-style-type: none"> <li>Medical Malpractice—Physicians &amp; Surgeons</li> <li>Other Professional Health Care Malpractice</li> </ul> </li> <li>Other PI/PD/WD (23)                             <ul style="list-style-type: none"> <li>Premises Liability (e.g., slip and fall)</li> <li>Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)</li> <li>Intentional Infliction of Emotional Distress</li> <li>Negligent Infliction of Emotional Distress</li> <li>Other PI/PD/WD</li> </ul> </li> </ul> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <ul style="list-style-type: none"> <li>Business Tort/Unfair Business Practice (07)</li> <li>Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)</li> <li>Defamation (e.g., slander, libel) (13)</li> <li>Fraud (16)</li> <li>Intellectual Property (19)</li> <li>Professional Negligence (25)                             <ul style="list-style-type: none"> <li>Legal Malpractice</li> <li>Other Professional Malpractice <i>(not medical or legal)</i></li> </ul> </li> <li>Other Non-PI/PD/WD Tort (35)</li> </ul> <p><b>Employment</b></p> <ul style="list-style-type: none"> <li>Wrongful Termination (36)</li> <li>Other Employment (15)</li> </ul>	<p><b>Contract</b></p> <ul style="list-style-type: none"> <li>Breach of Contract/Warranty (05)                             <ul style="list-style-type: none"> <li>Breach of Rental/Lease Contract <i>(not unlawful detainer or wrongful eviction)</i></li> </ul> </li> <li>Contract/Warranty Breach—Seller Plaintiff <i>(not fraud or negligence)</i></li> <li>Negligent Breach of Contract/Warranty</li> <li>Other Breach of Contract/Warranty</li> <li>Collections (e.g., money owed, open book accounts) (09)</li> <li>Collection Case—Seller Plaintiff</li> <li>Other Promissory Note/Collections Case</li> <li>Insurance Coverage <i>(not provisionally complex)</i> (18)                             <ul style="list-style-type: none"> <li>Auto Subrogation</li> <li>Other Coverage</li> </ul> </li> <li>Other Contract (37)                             <ul style="list-style-type: none"> <li>Contractual Fraud</li> <li>Other Contract Dispute</li> </ul> </li> </ul> <p><b>Real Property</b></p> <ul style="list-style-type: none"> <li>Eminent Domain/Inverse Condemnation (14)</li> <li>Wrongful Eviction (33)</li> <li>Other Real Property (e.g., quiet title) (26)                             <ul style="list-style-type: none"> <li>Writ of Possession of Real Property</li> <li>Mortgage Foreclosure</li> <li>Quiet Title</li> <li>Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i></li> </ul> </li> </ul> <p><b>Unlawful Detainer</b></p> <ul style="list-style-type: none"> <li>Commercial (31)</li> <li>Residential (32)</li> <li>Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i></li> </ul> <p><b>Judicial Review</b></p> <ul style="list-style-type: none"> <li>Asset Forfeiture (05)</li> <li>Petition Re: Arbitration Award (11)</li> <li>Writ of Mandate (02)                             <ul style="list-style-type: none"> <li>Writ—Administrative Mandamus</li> <li>Writ—Mandamus on Limited Court Case Matter</li> <li>Writ—Other Limited Court Case Review</li> </ul> </li> <li>Other Judicial Review (39)                             <ul style="list-style-type: none"> <li>Review of Health Officer Order</li> <li>Notice of Appeal—Labor Commissioner Appeals</li> </ul> </li> </ul>	<p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)</b></p> <ul style="list-style-type: none"> <li>Antitrust/Trade Regulation (03)</li> <li>Construction Defect (10)</li> <li>Claims Involving Mass Tort (40)</li> <li>Securities Litigation (28)</li> <li>Environmental/Toxic Tort (30)</li> <li>Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)</li> </ul> <p><b>Enforcement of Judgment</b></p> <ul style="list-style-type: none"> <li>Enforcement of Judgment (20)                             <ul style="list-style-type: none"> <li>Abstract of Judgment (Out of County)</li> <li>Confession of Judgment <i>(non-domestic relations)</i></li> <li>Sister State Judgment</li> <li>Administrative Agency Award <i>(not unpaid taxes)</i></li> <li>Petition/Certification of Entry of Judgment on Unpaid Taxes</li> <li>Other Enforcement of Judgment Case</li> </ul> </li> </ul> <p><b>Miscellaneous Civil Complaint</b></p> <ul style="list-style-type: none"> <li>RICO (27)</li> <li>Other Complaint <i>(not specified above)</i> (42)                             <ul style="list-style-type: none"> <li>Declaratory Relief Only</li> <li>Injunctive Relief Only <i>(non-harassment)</i></li> <li>Mechanics Lien</li> <li>Other Commercial Complaint Case <i>(non-tort/non-complex)</i></li> <li>Other Civil Complaint <i>(non-tort/non-complex)</i></li> </ul> </li> </ul> <p><b>Miscellaneous Civil Petition</b></p> <ul style="list-style-type: none"> <li>Partnership and Corporate Governance (21)</li> <li>Other Petition <i>(not specified above)</i> (43)                             <ul style="list-style-type: none"> <li>Civil Harassment</li> <li>Workplace Violence</li> <li>Elder/Dependent Adult Abuse</li> <li>Election Contest</li> <li>Petition for Name Change</li> <li>Petition for Relief From Late Claim</li> </ul> </li> <li>Other Civil Petition</li> </ul>
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SHORT TITLE [REDACTED] v. FORD MOTOR COMPANY	CASE NUMBER
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**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 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL 5  HOURS/  DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

**Step 3:** In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle.    |
| 2. May be filed in central (other county, or no bodily injury/property damage).  | 7. Location where petitioner resides.                      |
| 3. Location where cause of action arose.   | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred.                       | 9. Location where one or more of the parties reside.       |
| 5. Location where performance required or defendant resides.                     | 10. Location of Labor Commissioner Office                  |

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation      Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6050 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
		<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
		<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
	Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment
<input type="checkbox"/> A6160 Abstract of Judgment			2., 6.
<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)			2., 9.
<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)			2., 8.
<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax			2., 8.
<input type="checkbox"/> A6112 Other Enforcement of Judgment Case			2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.		
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2.; 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition	2., 9.		

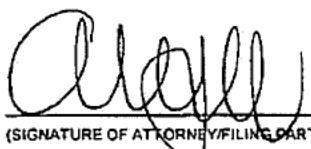
SHORT TITLE: <span style="background-color: black; color: black;">[REDACTED]</span> V. FORD MOTOR COMPANY	CASE NUMBER
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**Item III. Statement of Location:** Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		<b>ADDRESS:</b> 18900 Studebaker Rd.
<b>CITY:</b> Cerritos	<b>STATE:</b> CA	<b>ZIP CODE:</b> 90703

**Item IV. Declaration of Assignment:** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles (Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)).

Dated: 4/23/19

  
 (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, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the 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 in order 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.

## VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

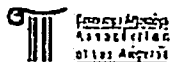


Superior Court of California  
County of Los Angeles



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.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COURTHOUSE ADDRESS:		
PLAINTIFF:		
DEFENDANT:		
<b>STIPULATION – DISCOVERY RESOLUTION</b>		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;

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- 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.

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**The following parties stipulate:**

Date: _____ (TYPE OR PRINT NAME)	Y	_____ (ATTORNEY FOR PLAINTIFF)
Date: _____ (TYPE OR PRINT NAME)	Y	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	Y	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	Y	_____ (ATTORNEY FOR DEFENDANT)
Date: _____ (TYPE OR PRINT NAME)	Y	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	Y	_____ (ATTORNEY FOR _____)
Date: _____ (TYPE OR PRINT NAME)	Y	_____ (ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			CASE NUMBER:
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			

**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

SHORT TITLE	CASE NUMBER
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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](http://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](http://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 to Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			CASE NUMBER
DEFENDANT:			
<b>INFORMAL DISCOVERY CONFERENCE</b> (pursuant to the Discovery Resolution Stipulation of the parties)			

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 & File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION AND ORDER – MOTIONS IN LIMINE</b>			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
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**The following parties stipulate:**

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date: \_\_\_\_\_

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(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

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(TYPE OR PRINT NAME)

Date: \_\_\_\_\_

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(TYPE OR PRINT NAME)

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME)

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME)

> \_\_\_\_\_  
(ATTORNEY FOR PLAINTIFF)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR DEFENDANT)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

> \_\_\_\_\_  
(ATTORNEY FOR \_\_\_\_\_)

**THE COURT SO ORDERS.**

Date: \_\_\_\_\_

\_\_\_\_\_  
JUDICIAL OFFICER



## 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 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 and 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 not 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.

LASC1

**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**  
 Parties may contact these organizations to request a Resource List Mediation, for reduced-cost or (free) for selected cases) mediation in person or with ODR (by phone or online):

- JAMS Inc.: Case Manager: (213) 253-9776; mdawson@jamsadr.com
- Mediation Center of Los Angeles: Case Manager: (833) 476-9145; info@mediationLA.org

These organizations cannot accept every case and they may decline cases at their discretion. Visit [www.lacourt.org/ADRRes/ResList](http://www.lacourt.org/ADRRes/ResList) for important information and FAQs before contacting them.  
 NOTE: This service is not available for family law, probate or small claims.

b. **Los Angeles County Dispute Resolution Programs**  
<https://wdars.lacounty.gov/programs/drp/>

- Free, day-of-trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer, for small claims or unlawful detainer (eviction) cases before the day of trial, visit <http://www.lacourt.org/division/smallclaims/pdf/OnlineDisputeResolutionFlyer-EngSpan.pdf>.

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. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but 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: [www.lacourt.org/division/civil/settlement](http://www.lacourt.org/division/civil/settlement)

Los Angeles Superior Court ADR website: [www.lacourt.org/division/civil/settlement](http://www.lacourt.org/division/civil/settlement)  
 For general information and videos about ADR, visit <http://www.courts.ca.gov/programs-adr.htm>

**Service of Process  
Transmittal**

05/09/2019

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
FORD MOTOR COMPANY  
1 American Rd Whq 421-E6  
Dearborn, MI 48126-2701

**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:** [REDACTED], Pltfs. vs. Ford Motor Company, etc., et al., Dfts.

**DOCUMENT(S) SERVED:** \*

**COURT/AGENCY:** Los Angeles County - Superior Court - Hill Street, CA  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - \*

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Regular Mail on 05/09/2019 postmarked on 05/08/2019

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** None Specified

**ATTORNEY(S) / SENDER(S):** Amy Morse  
Knight Law Group, LLP  
10250 Constellation Blvd., Suite 2500  
Los Angeles, CA 90067  
310-552-2250

**ACTION ITEMS:** CT has retained the current log, Retain Date: 05/13/2019, Expected Purge Date: 05/18/2019  
  
Image SOP  
  
Email Notification, Chris Dzbanski cdzbansk@ford.com

**SIGNED:** C T Corporation System  
**ADDRESS:** 818 West Seventh Street  
Los Angeles, CA 90017  
**TELEPHONE:** 213-337-4615

**Service of Process  
Transmittal**

05/09/2019

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
FORD MOTOR COMPANY  
1 American Rd Whq 421-E6  
Dearborn, MI 48126-2701

**RE: Process Served in California**

**FOR:** Ford Motor Company (Domestic State: DE)

**DOCKET HISTORY:**

<b>DOCUMENT(S) SERVED:</b>	<b>DATE AND HOUR OF SERVICE:</b>	<b>TO:</b>	<b>CT LOG NUMBER:</b>
Summons, Complaint, Exhibit(s), Instructions, Cover Sheet, Addendum, Stipulation(s), Attachment(s)	By Process Server on 04/25/2019	Chris Dzbanski FORD MOTOR COMPANY	[REDACTED]

Knight Law Group LLP  
10250 Constellation Blvd., Suite 2500,  
Los Angeles, CA 90067



**\$0.950**  
US POSTAGE  
FIRST-CLASS  
FROM 90067  
MAY 08 2019  
stamps  
endicia



Ford Motor Company  
c/o CT Corporation System  
818 W. Seventh St. Ste 930  
Los Angeles CA 90017-3476

1 **KNIGHT LAW GROUP, LLP**  
Steve Mikhov (SBN 224676)  
2 stevem@knightlaw.com  
Amy Morse (SBN 290502)  
3 amym@knightlaw.com  
4 10250 Constellation Blvd., Suite 2500  
Los Angeles, CA 90067  
5 Telephone: (310) 552-2250  
6 Fax: (310) 552-7973

7 Attorneys for Plaintiffs,  
8 [REDACTED]

9 **SUPERIOR COURT OF CALIFORNIA**  
10 **COUNTY OF LOS ANGELES**

11 [REDACTED]

12 [REDACTED]  
13 Plaintiffs,

14 vs.

15 **FORD MOTOR COMPANY, a Delaware**  
16 **Corporation; CERRITOS FORD, INC., a**  
17 **California Corporation, dba NORM**  
18 **REEVES FORD SUPERSTORE/NORM**  
19 **REEVES LINCOLN; and DOES 1 through**  
20 **10, inclusive,**

21 Defendants.

Case No. [REDACTED]

Unlimited Jurisdiction

**DEMAND FOR JURY TRIAL**

*Assigned for All Purposes to the  
Honorable Anthony Mohr*

Department 96


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**DEMAND FOR JURY TRIAL**

Plaintiffs, [REDACTED], hereby demand trial by jury in this action.

Dated: 4/23/19

**KNIGHT LAW GROUP, LLP**

  
\_\_\_\_\_  
Steve Mikhov (SBN 224676)  
Amy Morse (SBN 290502)  
Attorneys for Plaintiffs,  
[REDACTED]

1 PROOF OF SERVICE  
2 (Code of Civil Procedure §1013a)

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18  
4 years and not a party to the within action. My business address is 10250 Constellation Blvd.,  
Suite 2500, Los Angeles, CA 90067.

5 I served the foregoing document described as:

6 **DEMAND FOR JURY TRIAL**

7 Said document was served on the interested parties in this action, by placing true copies  
8 thereof enclosed in sealed envelopes, with postage prepaid, addressed as follows:

9 FORD MOTOR COMPANY  
10 c/o CT Corporation System  
11 818 West Seventh Street, Suite 930  
12 Los Angeles CA, 90017  
13 **Authorized Agent to Accept Service,**  
14 **FORD MOTOR COMPANY**

CERRITOS FORD INC.  
c/o Janice Dietz  
20322 SW Acacia St., Suite 100  
Newport Beach, CA 92660  
**Authorized Agent to Accept Service,**  
**CERRITOS FORD INC., dba NORM**  
**REEVES FORD SUPERSTORE/NORM**  
**REEVES LINCOLN**

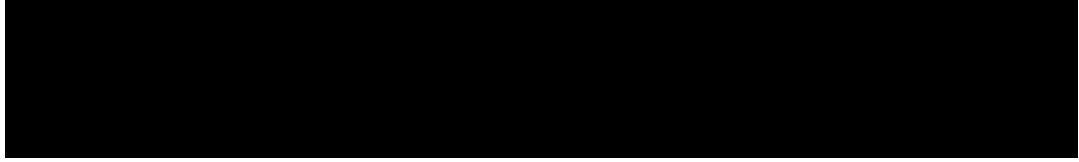
14 XX BY MAIL: I am readily familiar with this firm's practice of collection and processing  
15 correspondence for mailing with the United States Postal Service. Under that practice, it  
16 would be deposited with the U.S. Postal Service on that same day with postage thereon  
17 fully prepaid at a Postal Service collection box at Los Angeles, California, in the ordinary  
18 course of business. The envelope was sealed and placed for collection that same day  
19 following ordinary business practices, addressed to the above-referenced attorney.

19 I declare under penalty of perjury under the laws of the State of California that the  
20 foregoing is true and correct.

21 Executed on May 8, 2019 at Los Angeles, California.

22   
23 \_\_\_\_\_  
24 JEAN JOSEPH

# Lawsuit





**KIMMEL & SILVERMAN**  
P.C.

1-800-LEMON LAW  
[www.lemonlaw.com](http://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 YORK OFFICE**, 1001 Avenue of the Americas, 11th 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, Suite 450, Beavercreek, OH 45431, P (937) 306-7220, F (215) 540-8817  
**BUCKS COUNTY OFFICE**, Box 400, 400 South Main Street, 1st Floor, New Hope, PA 18938, P (267) 468-7669, F (215) 540-8817  
**PLEASE REMIT ALL CORRESPONDENCE TO THE AMBLER OFFICE**

September 14, 2020

VIA EMAIL ONLY  
ogcclaim@ford.com

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

Re: Ms. [REDACTED] v. Ford Motor Company  
Vehicle: 2017 Ford Explorer  
Date of Purchase: 8/24/2017  
Place of Purchase: All American Ford - NJ  
VIN: \

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: [REDACTED]

ROBERT M. SILVERMAN<sup>+,\*</sup>  
CRAIG THOR KIMMEL<sup>+,^</sup>

<sup>+</sup> Member, PA Bar  
<sup>\*</sup> Member, NJ Bar  
<sup>x</sup> Member, DE Bar  
<sup>·</sup> Member, NY Bar  
<sup>^</sup> Member, MA Bar  
<sup>#</sup> Member, MD Bar  
<sup>•</sup> Member, OH Bar  
<sup>□</sup> Member, NH Bar  
<sup>≡</sup> Member, CT Bar  
<sup>°</sup> Member, TN Bar  
<sup>µ</sup> Member, WY Bar  
<sup>¶</sup> Member, DC Bar  
<sup>€</sup> Member, CA Bar  
<sup>◊</sup> Member, WI Bar  
<sup>§</sup> Member, FL Bar  
<sup>à</sup> Member, AZ Bar  
<sup>ª</sup> Member, TX Bar  
<sup>§</sup> Member, MI Bar  
<sup>£</sup> Member, WV Bar

JACQUELINE C. HERRITT<sup>+,\*•</sup>  
ROBERT A. RAPKIN<sup>·</sup>  
ANGELA K. TROCCOLI<sup>†‡</sup>  
AMY L. BENNECOFF GINSBURG<sup>+,•#µ§ à</sup>  
W. CHRISTOPHER COMPONOVO<sup>†¶</sup>  
JASON L. GRESHES<sup>+,•</sup>  
CHAD P. DOMAN<sup>·</sup>  
JACOB U. GINSBURG<sup>+,§</sup>  
SHAWN BACHMAN<sup>+,\*</sup>

**Service of Process  
Transmittal**

10/06/2020

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
1 American Rd Whq 421-E6  
Dearborn, MI 48126-2701

**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:** [REDACTED], Pltf. vs. Ford Motor Company, Dft.

**DOCUMENT(S) SERVED:** Summons, Complaint, Jury Demand, Attachment(s), Statement

**COURT/AGENCY:** Bergen County Superior Court - Law Division, NJ  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2017 Ford Explorer, VIN: 1FM5K8D82HGD [REDACTED]

**ON WHOM PROCESS WAS SERVED:** The Corporation Trust Company, West Trenton, NJ

**DATE AND HOUR OF SERVICE:** By Process Server on 10/06/2020 at 12:49

**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: 10/07/2020, Expected Purge Date: 10/12/2020  
  
Image SOP  
  
Email Notification, Chris Dzbanski cdzbansk@ford.com

**SIGNED:** The Corporation Trust Company  
**ADDRESS:** 1999 Bryan St Ste 900  
Dallas, TX 75201-3140

**For Questions:** 877-564-7529  
MajorAccountTeam2@wolterskluwer.com

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

Superior Court of  
New Jersey

BERGEN COUNTY COUNTY  
LAW DIVISION  
Docket No. [REDACTED]

Attorney(s) for Plaintiff [REDACTED]

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 [REDACTED]. 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.judic\[REDACTED\]](http://www.judic[REDACTED])

Michelle M. Smith  
Clerk of the Superior Court

DATED: October 2, 2020

Name of Defendant to Be Served: Ford Motor Company  
Address of Defendant to Be Served: 820 Bear Tavern Road, West Trenton, NJ

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]  
Lodi, N.J. [REDACTED]

v.

Ford Motor Company  
c/o The Corporation Trust Company  
820 Bear Tavern Road  
West Trenton, NJ 08628

SUPERIOR COURT OF NEW JERSEY  
BERGEN COUNTY

CIVIL ACTION

NO.

**COMPLAINT**

1. Plaintiff, [REDACTED], is an adult individual citizen and legal resident of the State of New Jersey, 19 1st Street - 2ND Floor, Lodi, NJ 07644.

2. Defendant, Ford Motor Company, is a corporation qualified to do and regularly conduct business in the State of New Jersey, with its address and principal place of business located at Ford Consumer Affairs, Dearborn, MI 48126, and can be served at c/o The Corporation Trust Company, 820 Bear Tavern Road, West Trenton, NJ 08628.

3. The 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 September 21, 2017, Plaintiff purchased a new 2017 Ford Explorer, manufactured and warranted by Defendant, bearing the Vehicle Identification Number 1FM5K8D82HGD

5. The vehicle was purchased 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 \$46,507.15. 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: transmission; oil leak; air conditioner; abnormal thumping noise and tailgate. 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 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 "Manufacturer" as defined by N.J.S.A. 56:12-30.

16. All American Ford - NJ, is and/or was at the time of sale a "Dealer or Motor Vehicle Dealer" in the business of buying, selling, and/or exchanging vehicles as defined by N.J.S.A. 56:12-30.

17. On or about September 21, 2017 Plaintiff took possession of the above mentioned vehicle and experienced nonconformities as defined by N.J.S.A. 56:12-29 et seq., which substantially impair the use, value and/or safety of the vehicle.

18. 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.

19. The nonconformities described violate the express written warranties issued to Plaintiff by Defendant.

20. Section 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 is unable to repair or correct a nonconformity within a reasonable time, the manufacturer shall accept return of the motor vehicle from the consumer. 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 of 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.

21. Section 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 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 and the nonconformity continues to exist; or
  - (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.
- b. The presumption contained in sub-section a. of this section shall apply against a manufacturer only if the manufacturer 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.

22. Plaintiff has satisfied the above definition as the vehicle has been subject to repair three (3) times for the same nonconformity, and the nonconformity remained uncorrected.

23. 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.

24. Plaintiff has delivered the nonconforming vehicle to an authorized service and repair facility of the Defendant on numerous occasions as outlined below.

25. After a reasonable number of attempts, Defendant was unable to repair the nonconformities.

26. 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.

27. Plaintiff has provided Defendant with a final repair opportunity prior to filing the within Complaint.

28. Pursuant to N.J.S.A. 56:12-29 et seq, Plaintiff seeks relief for losses due to the nonconformities and defects in 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**

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

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

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

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

33. 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.

34. 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.

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

36. 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.

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

38. 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 Plaintiff has suffered damages and, in accordance with 15 U.S.C. §2310(d)(1), the Plaintiff is entitled to bring suit for such damages and other legal and equitable relief.

39. As a direct and proximate result of Defendant's failure to comply with the express written and/or implied warranties, 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.

40. Plaintiff avers Defendant's Dispute Resolution Program is not in compliance with 16 CFR 703 by the FTC for the period of time this claim was submitted.

41. 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 warranties of fitness for a particular purpose and implied warranties of merchantability.

42. 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.

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

44. 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.

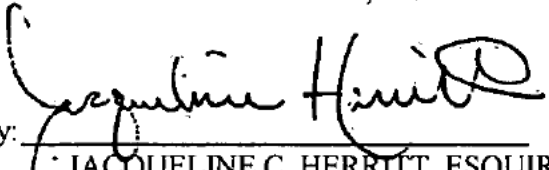
45. Plaintiff avers that upon successfully prevailing upon the Magnuson-Moss claim herein, all attorney fees are recoverable and are demanded against Defendant.



**JURY-DEMAND**

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

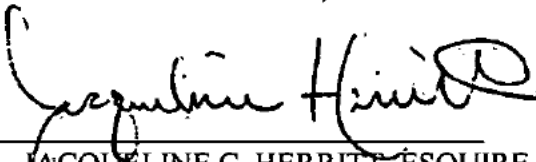
KIMMEL & SILVERMAN, P.C.

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.

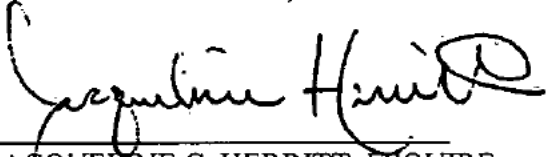
KIMMEL & SILVERMAN, P.C.

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 [REDACTED], is designated as trial counsel for Plaintiff, [REDACTED], in this case.

KIMMEL & SILVERMAN, P.C.

By:   
\_\_\_\_\_  
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff

# Civil Case Information Statement

**Case Details: BERGEN | Civil Part Docket#**

Case Caption: VS FORD MOTOR COMPANY  
Case Initiation Date: 09/18/2020  
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 :  
Name of Defendant's Primary Insurance Company (if known): Unknown

Case Type: LEMON LAW  
Document Type: Complaint  
Jury Demand: NONE  
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: Raysa Caraballo? 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)

09/18/2020  
Dated

/s/ JACQUELINE C HERRITT  
Signed

**KIMMEL & SILVERMAN, P.C.**  
By: Jacqueline C. Herritt, Esquire  
Attorney ID #: 009131997  
1930 E. Marlton Pike, Suite T11  
Cherry Hill, NJ 80003  
(856)429-8334

**ATTORNEY FOR PLAINTIFF**

[REDACTED]

v.

Ford Motor Company

**SUPERIOR COURT OF NEW JERSEY  
BERGEN COUNTY  
Law Division**

Docket No. [REDACTED]

**STIPULATION OF DISMISSAL**

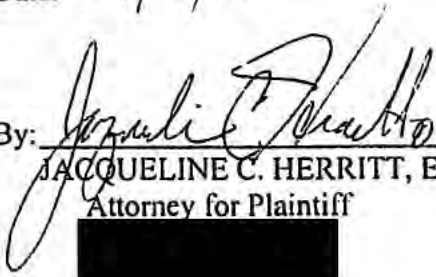
It is hereby STIPULATED and AGREED that the above-entitled action is hereby dismissed with prejudice and without costs against either party.


**KIMMEL & SILVERMAN, P.C.**

**Dobis, Russell & Peterson P.C.**

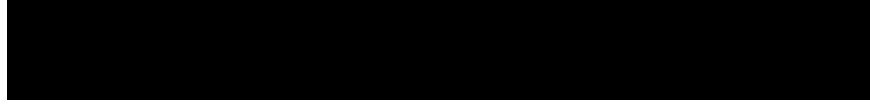
Date: 07/13/21

Date: 7/13/2021

By:   
JACQUELINE C. HERRITT, ESQUIRE  
Attorney for Plaintiff  
[REDACTED]

By:   
PAUL RUSSELL, ESQUIRE  
Attorney for Defendant  
Ford Motor Company

# Lawsuit



**Service of Process  
Transmittal**

06/01/2021

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:** [REDACTED], Pltf. vs. Ford Motor Company, etc., et al., Dfts.

**DOCUMENT(S) SERVED:** Summons, Cover Sheet(s), Case Cover Sheet Addendum and Statement, Complaint, Attachment(s), Notice(s), Instructions, Order(s), Stipulation(s), Stipulation(s) and Order(s)

**COURT/AGENCY:** Los Angeles County - Superior Court - Hill Street, CA  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2018 Ford Explorer - VIN#: 1FM5K7D85JGA [REDACTED]

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 06/01/2021 at 13:41

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after service (Document(s) may contain additional answer dates)

**ATTORNEY(S) / SENDER(S):** Mark Romano  
Romano Stancroff PC  
360 N. Pacific Coast Hwy., Suite 1010  
El Segundo, CA 90245  
310-477-7995

**ACTION ITEMS:** CT has retained the current log, Retain Date: 06/02/2021, Expected Purge Date: 06/07/2021  
  
Image SOP

**REGISTERED AGENT ADDRESS:** C T Corporation System  
818 West 7th Street  
Los Angeles, CA 90017  
877-564-7529  
MajorAccountTeam2@wolterskluwer.com

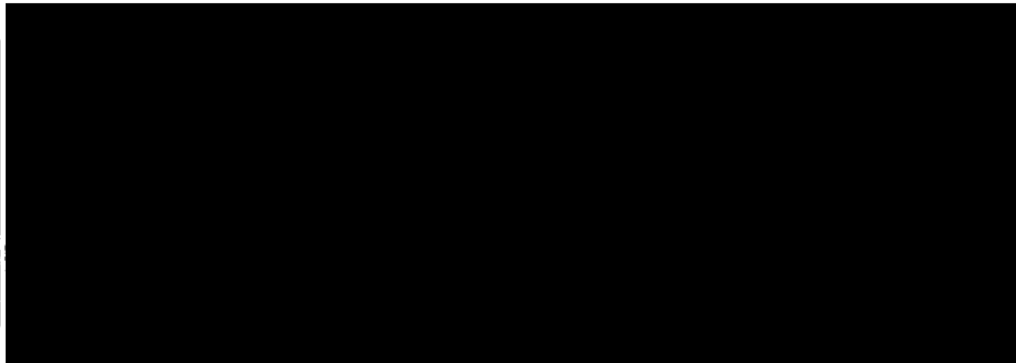
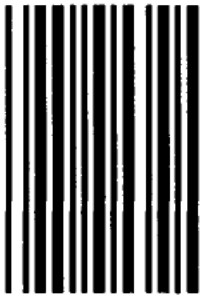
The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The 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.

## PROCESS SERVER DELIVERY DETAILS

**Date:** Tue, Jun 1, 2021

**Server Name:** Bernard Richards

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



### 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):**

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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](http://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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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  
Stanley Mosk Courthouse  
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:  
(Número del Caso):

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

Sherri R. Carter Executive Officer / Clerk of Court

DATE: 05/25/2021 Clerk, by R. Perez Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

**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):

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.: (310) 477-7995	<b>FOR COURT USE ONLY</b>
ATTORNEY FOR (Name): <span style="background-color: black; color: black;">[REDACTED]</span> SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: same as above CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse	CASE NUMBER: <span style="background-color: black; color: black;">[REDACTED]</span>
CASE NAME: <span style="background-color: black; color: black;">[REDACTED]</span> v. Ford Motor Company, et al	JUDGE: DEPT:
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> <b>Unlimited</b> (Amount demanded exceeds \$25,000) <input type="checkbox"/> <b>Limited</b> (Amount demanded is \$25,000 or less) <input type="checkbox"/> <b>Counter</b> <input type="checkbox"/> <b>Joinder</b> Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: <span style="background-color: black; color: black;">[REDACTED]</span>

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:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) <b>Non-PI/PD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b> <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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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. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> 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): 2
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.)

Date: May 25, 2021  
 Mark Romano, Esq.  
 (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.

## 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

SHORT TITLE: [REDACTED] v. Ford Motor Company, et al	CASE NUMBER
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**CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

**This form is required pursuant to LASC Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.**

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL?  YES CLASS ACTION?  YES LIMITED CASE?  YES TIME ESTIMATED FOR TRIAL  HOURS/  DAYS

Item II. Select the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet Form, find the main civil case cover sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case.

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Los Angeles Superior Court Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>1. Class Actions must be filed in the County Courthouse, Central District.</li> <li>2. May be filed in Central (Other county, or no Bodily Injury/Property Damage).</li> <li>3. Location where cause of action arose.</li> <li>4. Location where bodily injury, death or damage occurred.</li> <li>5. Location where performance required or defendant resides.</li> </ol> | <ol style="list-style-type: none"> <li>6. Location of property or permanently garaged vehicle.</li> <li>7. Location where petitioner resides.</li> <li>8. Location wherein defendant/respondent functions wholly.</li> <li>9. Location where one or more of the parties reside.</li> <li>10. Location of Labor Commissioner Office.</li> </ol> |
|---|--|

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death - Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 2., 4. 1., 2., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 2., 4. 1., 2., 4. 1., 2., 3. 1., 2., 4.
	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 2., 3.
Non-Personal Injury/Property Damage/Wrongful Death Tort	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.

Non-Personal Injury/Property Damage/  
Wrongful Death Tort (Cont'd.)

SHORT TITLE: [REDACTED] v. Ford Motor Company, et al	CASE NUMBER
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Employment

Contract

Real Property

Judicial Review Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons -See Step 3 Above
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not Unlawful Detainer or wrongful eviction) <input checked="" type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.

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Judicial Review (Cont'd.)  
  
Provisionally Complex Litigation  
  
Enforcement of Judgment  
  
Miscellaneous Civil Complaints  
  
Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus	2., 8.
	<input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter	2.
Other Judicial Review (39)	<input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2.
	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
	<input type="checkbox"/> A6180 Abstract of Judgment	2., 8.
	<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
	<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
	<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
	<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
	<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
	<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
	<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Partnership Corporation Governance(21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
	<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
	<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
	<input type="checkbox"/> A6190 Election Contest	2.
	<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
	<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
	<input type="checkbox"/> A6100 Other Civil Petition	2., 9.

SHORT TITLE: [REDACTED] v. Ford Motor Company, et al	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: CHECK THE NUMBER UNDER COLUMN C WHICH APPLIES IN THIS CASE <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 818 West Seventh Street
CITY: Los Angeles	STATE: CA	ZIP CODE: 90017

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Los Angeles Superior Court (Code Civ. Proc., § 392 et seq., and LASC Local Rule 2.0, subds. (b), (c) and (d)).

Dated: May 25, 2021

  
(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 form CM-010.
4. Complete Addendum to Civil Case Cover Sheet form LACIV 109 (Rev. 01/07), LASC Approved 03-04.
5. Payment in full of the filing fee, unless fees have been waived.
6. Signed order appointing the Guardian ad Litem, JC form FL-935, if the plaintiff or petitioner is a minor under 18 years of age, or if required by Court.
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.

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Holly Fujie

**ROMANO STANCROFF PC**  
Mark Romano, Esq. (SBN 244113)  
Timothy Whelan, Esq. (SBN 255037)  
Aliaksandra Valitskaya, Esq. (SBN 320680)  
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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 Bell, County of Los Angeles, and State of California.

1       2. Defendant FORD MOTOR COMPANY is and was a Delaware corporation registered  
2 to do business in the State of California with its registered office in the City of Los Angeles,  
3 County of Los Angeles, State of California.

4       3. This cause of action arises out of the sale of the vehicle in question from Bob Wondries  
5 Ford in the City of Alhambra, County of Los Angeles, State of California.

6       4. Plaintiff does not know the true names and capacities, whether corporate, partnership,  
7 associate, individual or otherwise of Defendant issued herein as Does 1 through 10, inclusive,  
8 under the provisions of section 474 of the California Code of Civil Procedure. Defendants Does  
9 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and  
10 transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend  
11 this Complaint to set forth the true names and capacities of the fictitiously named Defendants  
12 together with appropriate charging allegations when ascertained.

13       5. All acts of corporate employees as alleged were authorized or ratified by an officer,  
14 director or managing agent of the corporate employer.

15       6. Each Defendant whether actually or fictitiously named herein, was the principal, agent  
16 (actual or ostensible) or employee of each other Defendant and in acting as such principal or  
17 within the course and scope of such employment or agency, took some part in the acts and  
18 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the  
19 relief prayed for herein.

20       7. On January 19, 2018, Plaintiff purchased a new 2018 Ford Explorer, VIN:  
21 1FMSK7D85JG [REDACTED] ("the vehicle").

22       8. Express warranties accompanied the sale of the vehicle to Plaintiff by which FORD  
23 MOTOR COMPANY undertook to preserve or maintain the utility or performance of Plaintiff's  
24 vehicle or provide compensation if there was a failure in such utility or performance.

25       9. The vehicle was delivered to Plaintiff with serious defects and nonconformities to  
26 warranty and developed other serious defects and nonconformities to warranty including, but not  
27 limited to, various transmission and structural defects.

28

1 10. Prior to engaging counsel, Plaintiff attempted to resolve the claim informally, through  
2 Ford's customer service procedures.

3 FIRST CAUSE OF ACTION

4 (Violation of the Song-Beverly Consumer Warranty Act)

5 11. Plaintiff incorporates herein by reference each and every allegation contained in the  
6 preceding and succeeding paragraphs as though herein fully restated and realleged.

7 12. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Act") Civil  
8 Code section 1790 *et seq.*, the vehicle constitutes "consumer goods" or a "new motor vehicle"  
9 and Plaintiff has used the vehicle primarily for those purposes.

10 13. Plaintiff is a "buyer" of consumer goods under the Act.

11 14. Defendant FORD MOTOR COMPANY is a "manufacturer" and/or "distributor" under  
12 the Act.

13 15. The sale of the vehicle to Plaintiff was accompanied by an implied warranty that the  
14 vehicle was merchantable. The sale of the vehicle to Plaintiff was also accompanied by  
15 Defendants' implied warranty of fitness.

16 16. The foregoing defects and nonconformities to warranty manifested themselves within  
17 the applicable express warranty period. The nonconformities substantially impair the use, value  
18 and/or safety of the vehicle.

19 17. Plaintiff delivered the vehicle to FORD MOTOR COMPANY authorized repair  
20 facilities for repair of the nonconformities on numerous occasions.

21 18. Defendants were unable to conform Plaintiff's vehicle to the applicable express and  
22 implied warranties after a reasonable number of attempts.

23 19. The defects and nonconformities rendered the vehicle unmerchantable.

24 20. Notwithstanding Plaintiff's entitlement, Defendant manufacturer has failed to either  
25 promptly replace the new motor vehicle or promptly make restitution in accordance with the  
26 Song-Beverly Consumer Warranty Act.

27  
28

1 21. By failure of Defendants to remedy the defects as alleged above, or to issue a refund or  
2 replacement, Defendants are in breach of their obligations under the Act.

3 22. Plaintiff is entitled to justifiably revoke acceptance of the vehicle under the Act.

4 23. Under the Act, Plaintiff is entitled to reimbursement of the purchase price paid for the  
5 vehicle less that amount directly attributable to use by the Plaintiff prior to discovery of the  
6 nonconformities.

7 24. Plaintiff is entitled to all incidental, consequential and general damages resulting from  
8 Defendants' failure to comply with their obligations under the Act.

9 25. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal to the  
10 aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in  
11 connection with the commencement and prosecution of this action.

12 26. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two  
13 times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to  
14 comply with its responsibilities under the Act.

15 SECOND CAUSE OF ACTION

16 (Violation of the Federal Magnuson-Moss Warranty Act - Against All Defendants)

17 27. Plaintiff incorporates herein by reference each and every allegation contained in the  
18 preceding and succeeding paragraphs as though herein fully restated and realleged.

19 28. Plaintiff is a "consumer" as defined in the Magnuson-Moss Warranty Act (referred to  
20 as "Mag-Moss"), 15 U.S.C. § 2301(3).

21 29. Defendant, FORD MOTOR COMPANY is a "supplier" and "warrantor" as defined in  
22 the Mag-Moss Act, 15 U.S.C. § 2301(4), 15 U.S.C. § 2301(5).

23 30. The vehicle is a "consumer product" as defined in the Mag-Moss Act, 15 U.S.C. §  
24 2301(1).

25 31. In addition to the express warranty, in connection with the sale of the vehicle to  
26 Plaintiff, an implied warranty of merchantability was created under California law. The  
27  
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1 vehicle's implied warranties were not disclaimed using a Buyer's Guide displayed on the  
2 vehicle; thus any purported disclaimers were ineffective pursuant to 15 U.S.C. § 2308(c).

3 32. Defendants violated the Mag-Moss Act when they breached the express warranty and  
4 implied warranties by failing to repair the defects and nonconformities, or to replace or  
5 repurchase the vehicle.

6 33. Plaintiff performed all terms, conditions, covenants, promises and obligations required  
7 to be performed on Plaintiff's part under the terms of the sales agreement, and express warranty  
8 and implied warranty except for those terms and conditions, covenants, promises and obligations  
9 or payments for which performance and/or compliance has been excused by the acts and/or  
10 conduct of the Defendants and/or by operation of law.

11 34. As a direct and proximate result of the acts and omissions of the Defendants, Plaintiff  
12 has been damaged in the form of general, special and actual damages in an amount within the  
13 jurisdiction of this Court, according to proof at trial.

14 35. Under the Act, Plaintiff is entitled to rescission of the contract, reimbursement of the  
15 purchase price paid for the vehicle.

16 36. Plaintiff is entitled to all incidental, consequential and general damages resulting from  
17 Defendants' failure to comply with their obligations under the Mag-Moss Act.

18 37. Plaintiff is entitled under the Mag-Moss Act to recover as part of the judgment a sum  
19 equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably  
20 incurred in connection with the commencement and prosecution of this action pursuant to 15  
21 U.S.C. § 2310(d)(2) .


22  
23 WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- 24 1. For general, special and actual damages according to proof at trial;
- 25 2. For rescission of the purchase contract and restitution of all monies expended;
- 26 3. For diminution in value;
- 27 4. For incidental and consequential damages according to proof at trial;

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- 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
- 8. For such other and further relief as the Court deems just and proper under the circumstances.

ROMANO STANCROFF PC



Mark Romano, Esq. (SBN 244113)  
Timothy Whelan, Esq. (SBN 255037)  
Aliaksandra Valitskaya, Esq. (SBN 320680)  
Attorney for Plaintiff



Dated: 5/25/21

# EXHIBIT 1



<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES</b>	<small>Reserved for Clerk's File Stamp</small>  <b>FILED</b> Superior Court of California County of Los Angeles <b>05/25/2021</b> Sherri R. Carter, Executive Officer / Clerk of Court By: <u>          R. Perez          </u> Deputy
<small>COURTHOUSE ADDRESS:</small> Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012	
<b>NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE</b>	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> <div style="background-color: black; width: 100px; height: 15px;"></div>

**THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT**

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Holly J. Fujie	56					

Given to the Plaintiff/Cross-Complainant/Attorney of Record  
 on 05/25/2021  
(Date)

Sherri R. Carter, Executive Officer / Clerk of Court  
 By R. Perez, 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.

**FILED**  
Superior Court of California  
County of Los Angeles

**MAY 08 2019**

Sharril R. Carter, Executive Officer/Clerk  
By *[Signature]*, Deputy  
Executive Officer

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES**

**IN RE LOS ANGELES SUPERIOR COURT ) FIRST AMENDED GENERAL ORDER  
— MANDATORY ELECTRONIC FILING )  
FOR CIVIL )**

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

**1) DEFINITIONS**

- a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **"eFiling Portal"** The official court website includes a webpage, referred to as the eFiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

**FIRST AMENDED GENERAL ORDER RE MANDATORY ELECTRONIC FILING FOR CIVIL**

- 1 e) **"Electronic Filing Service Provider"** An Electronic Filing Service Provider (EFSP) is a  
 2 person or entity that receives an electronic filing from a party for retransmission to the Court.  
 3 In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an  
 4 agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- 5 f) **"Electronic Signature"** For purposes of these local rules and in conformity with Code of  
 6 Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision  
 7 (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule  
 8 2.257, the term "Electronic Signature" is generally defined as an electronic sound, symbol, or  
 9 process attached to or logically associated with an electronic record and executed or adopted  
 10 by a person with the intent to sign the electronic record.
- 11 g) **"Hyperlink"** An electronic link providing direct access from one distinctively marked place  
 12 in a hypertext or hypermedia document to another in the same or different document.
- 13 h) **"Portable Document Format"** A digital document format that preserves all fonts,  
 14 formatting, colors and graphics of the original source document, regardless of the application  
 15 platform used.
- 16 **2) MANDATORY ELECTRONIC FILING**
- 17 a) **Trial Court Records**
- 18 Pursuant to Government Code section 68150, trial court records may be created, maintained,  
 19 and preserved in electronic format. Any document that the Court receives electronically must  
 20 be clerically processed and must satisfy all legal filing requirements in order to be filed as an  
 21 official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).
- 22 b) **Represented Litigants**
- 23 Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to  
 24 electronically file documents with the Court through an approved EFSP.
- 25 c) **Public Notice**
- 26 The Court has issued a Public Notice with effective dates the Court required parties to  
 27 electronically file documents through one or more approved EFSPs. Public Notices containing  
 28 effective dates and the list of EFSPs are available on the Court's website, at [www.lacourt.org](http://www.lacourt.org).

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if  
3 electronic filing has been implemented in that case type, regardless of whether the case has  
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt  
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of  
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused  
10 from filing documents electronically and be permitted to file documents by conventional  
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of  
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those  
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be  
21 electronically filed. A courtesy copy of the electronically filed motion or application to  
22 submit documents conditionally under seal must be provided with the documents  
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in  
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 **5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES**

2 Electronic filing service providers must obtain and manage registration information for persons  
3 and entities electronically filing with the court.

4 **6) TECHNICAL REQUIREMENTS**

5 a) Electronic documents must be electronically filed in PDF, text searchable format when  
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and  
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule  
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked  
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the  
12 bookmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not  
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly  
23 encouraged.

24 **f) Accompanying Documents**

25 Each document accompanying a single pleading must be electronically filed as a separate  
26 digital PDF document.

27 **g) Multiple Documents**

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1       b) Writs and Abstracts

2             Writs and Abstracts must be submitted as a separate electronic envelope.

3       i) Sealed Documents

4             If and when a judicial officer orders documents to be filed under seal, those documents must be  
5             filed electronically (unless exempted under paragraph 4); the burden of accurately designating  
6             the documents as sealed at the time of electronic submission is the submitting party's  
7             responsibility.

8       j) Redaction

9             Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to  
10            redact confidential information (such as using initials for names of minors, using the last four  
11            digits of a social security number, and using the year for date of birth) so that the information  
12            shall not be publicly displayed.

13    7) ELECTRONIC FILING SCHEDULE

14       a) Filed Date

15            i) Any document received electronically by the court between 12:00 am and 11:59:59 pm  
16            shall be deemed to have been effectively filed on that court day if accepted for filing. Any  
17            document received electronically on a non-court day, is deemed to have been effectively  
18            filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code  
19            Civ. Proc. § 1010.6(b)(3).)

20            ii) Notwithstanding any other provision of this order, if a digital document is not filed in due  
21            course because of: (1) an interruption in service; (2) a transmission error that is not the  
22            fault of the transmitter, or (3) a processing failure that occurs after receipt, the Court may  
23            order, either on its own motion or by noticed motion submitted with a declaration for Court  
24            consideration, that the document be deemed filed and/or that the document's filing date  
25            conform to the attempted transmission date.

26    8) EX PARTE APPLICATIONS

27       a) Ex parte applications and all documents in support thereof must be electronically filed no later  
28       than 10:00 a.m. the court day before the ex parte hearing.

1 b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the  
 2 day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte  
 3 application must be provided to the court the day of the ex parte hearing.

4 **9) PRINTED COURTESY COPIES**

5 a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must  
 6 be delivered to the courtroom by 4:30 p.m. the same business day the document is filed. If  
 7 the filing is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom  
 8 by 10:00 a.m. the next business day.

9 b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of  
 10 electronic submission) is required for the following documents:

- 11 i) Any printed document required pursuant to a Standing or General Order;
- 12 ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26  
 13 pages or more;
- 14 iii) Pleadings and motions that include points and authorities;
- 15 iv) Demurrers;
- 16 v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- 17 vi) Motions for Summary Judgment/Adjudication; and
- 18 vii) Motions to Compel Further Discovery.

19 c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of  
 20 additional documents. Courtroom specific courtesy copy guidelines can be found at  
 21 [www.facourt.org](http://www.facourt.org) on the Civil webpage under "Courtroom Information."

22 **10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS**

23 a) Fees and costs associated with electronic filing must be waived for any litigant who has  
 24 received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. §  
 25 1010.6(d)(2).)

26 b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure  
 27 section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be  
 28 electronically filed in any authorized action or proceeding.

1 1) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California  
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil  
4 Division of the Los Angeles County Superior Court.  
5

6 This First Amended General Order supersedes any previous order related to electronic filing,  
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil  
8 Supervising Judge and/or Presiding Judge.

9  
10 DATED: May 3, 2019



11 *Kevin C. Brazile*  
12 KEVIN C. BRAZILE  
13 Presiding Judge  
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## 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

LACIV 238 (4/87)  
LASC Approved 4-11  
For Optional Use

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 ◆

TELEPHONE NO. MAIL ADDRESS (optional) ATTORNEY FOR (Case #)		FAX NO. (optional)
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>		
COUNTY OF LOS ANGELES		
COUNTY OF LOS ANGELES		
COUNTY OF LOS ANGELES		
<b>STIPULATION - DISCOVERY RESOLUTION</b>		

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;

LASC 038 (new)  
 LASC Approved 04/11  
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**STIPULATION - DISCOVERY RESOLUTION**

Page 1 of 3

Case No.	Case Name
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- 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.

--	--

**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 _____)

MAILING ADDRESS OF COUNSEL OR PARTY WITHOUT ATTORNEY		DATE SIGNED	Signature Date of Entry
TELEPHONE NO. FAX NO. (Optional)			
E-MAIL ADDRESS (Optional) ATTORNEY FOR			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b>			
PLAINTIFF:			
DEFENDANT:			
<b>STIPULATION – EARLY ORGANIZATIONAL MEETING</b>			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

LASCv 258 (Rev 02/15)  
LASC Approved 04/11  
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**STIPULATION – EARLY ORGANIZATIONAL MEETING**

Page 1 of 2

Case Title	Case Number
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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.fscourt.org](http://www.fscourt.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 \_\_\_\_\_ (DATE) for the complaint, and \_\_\_\_\_ (DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68615(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.fscourt.org](http://www.fscourt.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/COMPANY/INDIVIDUAL RECEIVING		DATE RECEIVED	Case No. (if known)
TELEPHONE NO.		FAX NO. (if any)	
E-MAIL ADDRESS (if any)			
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES</b> COUNTY CLERK'S OFFICE			
ADDRESS:			
CITY/STATE:			
<b>INFORMAL DISCOVERY CONFERENCE</b> (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: \_\_\_\_\_ (from date 15 calendar days following filing of the Request)
3. Deadline for Court to hold Informal Discovery Conference: \_\_\_\_\_ (from date 70 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.

LACIV 154 (2007)  
 LASC Approved 6/4/11  
 For Operator Use

**INFORMAL DISCOVERY CONFERENCE**  
 (pursuant to the Discovery Resolution Stipulation of the parties)

NAME AND ADDRESS OF ATTORNEY OR PARTY-ASSIGNED ATTORNEY		CCIR CASE NUMBER	Page 1 of 2 (Case File Name)
TELEPHONE NO. E MAIL ADDRESS (Optional) STREET CITY STATE ZIP		FAX NO (Optional)	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
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.

LACR 678 (Rev)  
LASC Approved 04/11  
For Optional Use

STIPULATION AND ORDER - MOTIONS IN LIMINE

Page 1 of 2

BOOK END	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



## 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 not 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](mailto:elizabeth@adrservices.com) (949) 863-9800
- **JAMS, Inc.** Assistant Manager Reggie Joseph, [RJoseph@jamsadr.com](mailto:RJoseph@jamsadr.com) (310) 309-6209
- **Mediation Center of Los Angeles Program Manager** [info@mediationLA.org](mailto: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.](http://www.)

**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/uploa>

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.co>

**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://w>

Los Angeles Superior Court ADR website: <http://ww>  
For general information and videos about ADR, visit <http://www>

Electronically Received 09/27/2021 07:40 AM

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
Romano Stancroff PC - Timothy Whelan, SBN: 255037  
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 (Optional):  
ATTORNEY FOR (Name): [Redacted], Plaintiff

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles  
STREET ADDRESS: 111 North Hill Street  
MAILING ADDRESS: Same as above  
CITY AND ZIP CODE: Los Angeles, CA 90012  
BRANCH NAME: Stanley Mosk Courthouse

PLAINTIFF/PETITIONER: [Redacted]  
DEFENDANT/RESPONDENT: Ford Motor Company

REQUEST FOR DISMISSAL

FOR COURT USE ONLY  
**FILED**  
Superior Court of California  
County of Los Angeles  
09/27/2021  
Sherri R. Carter, Executive Officer / Clerk of Court  
By: B. Chavez Deputy

A conformed copy will not be returned by the clerk unless a method of return is provided with the document.  
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.760 and 3.770.)

1. TO THE CLERK: Please **dismiss** this action as follows:
- a. (1)  With prejudice (2)  Without prejudice
  - b. (1)  Complaint (2)  Petition
  - (3)  Cross-complaint filed by (name):
  - (4)  Cross-complaint filed by (name):
  - (5)  Entire action of all parties and all causes of action
  - (6)  Other (specify):\*

on (date):  
on (date):

2. (Complete in all cases except family law cases.)  
The court  did  did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).

Date: September 24, 2021  
Timothy Whelan, Esq., .....  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

(SIGNATURE)

\*If dismissal requested is of specified parties only of specified causes of action only, or of specified cross-complaints only, so state and identify the parties, causes of action, or cross-complaints to be dismissed.

Attorney or party without attorney for:  
 Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

3. TO THE CLERK: Consent to the above dismissal is hereby given.\*\*  
Date:

(TYPE OR PRINT NAME OF  ATTORNEY  PARTY WITHOUT ATTORNEY)

(SIGNATURE)

\*\* If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

Attorney or party without attorney for:  
 Plaintiff/Petitioner  Defendant/Respondent  
 Cross-Complainant

(To be completed by clerk)

- 4.  Dismissal entered as requested on (date): 09/27/2021
- 5.  Dismissal entered on (date): as to only (name):
- 6.  Dismissal **not entered** as requested for the following reasons (specify):
- 7. a.  Attorney or party without attorney notified on (date):  
b.  Attorney or party without attorney not notified. Filing party failed to provide  
 a copy to be conformed  means to return conformed copy

Sherri R. Carter, Executive Officer / Clerk of Court

Date: 09/27/2021 Clerk, by B. Chavez, Deputy

PLAINTIFF/PETITIONER: [REDACTED]	CASE NUMBER: [REDACTED]
DEFENDANT/RESPONDENT: Ford Motor Company	

**COURT'S RECOVERY OF WAIVED COURT FEES AND COSTS**

If a party whose court fees and costs were initially waived has recovered or will recover \$10,000 or more in value by way of settlement, compromise, arbitration award, mediation settlement, or other means, the court has a statutory lien on that recovery. The court may refuse to dismiss the case until the lien is satisfied. (Gov. Code, § 68637.)

**Declaration Concerning Waived Court Fees**

1. The court waived court fees and costs in this action for *(name)*:
2. The person named in item 1 is *(check one below)*:
  - a.  not recovering anything of value by this action.
  - b.  recovering less than \$10,000 in value by this action.
  - c.  recovering \$10,000 or more in value by this action. *(If item 2c is checked, item 3 must be completed.)*
3.  All court fees and court costs that were waived in this action have been paid to the court *(check one)*:  Yes  No

I declare under penalty of perjury under the laws of the State of California that the information above is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY MAKING DECLARATION)

\_\_\_\_\_  
(SIGNATURE)

# Lawsuit



**Service of Process  
Transmittal**

10/01/2021

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] an individual, and JENNIFER LOPEZ, an individual, //  
To: Ford Motor Company

**DOCUMENT(S) SERVED:** Summons, Cover Sheet, Instructions, Complaint

**COURT/AGENCY:** Merced County - Superior Court - Los Banos, CA  
Case # [REDACTED]

**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - A new 2018 Ford Explorer, having VIN No.:  
1FM5K7D87JGC [REDACTED]

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, GLENDALE, CA

**DATE AND HOUR OF SERVICE:** By Process Server on 10/01/2021 at 02:19

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after service

**ATTORNEY(S) / SENDER(S):** Kevin Y. Jacobson  
QUILL & ARROW, LLP  
10900 Wilshire Boulevard, Suite 300  
Los Angeles, CA 90024  
310-933-4271

**ACTION ITEMS:** CT has retained the current log, Retain Date: 10/02/2021, Expected Purge Date:  
10/07/2021  
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.

## PROCESS SERVER DELIVERY DETAILS

.....

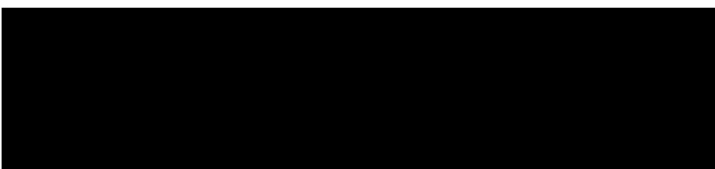
**Date:** Fri, Oct 1, 2021

**Server Name:** Jimmy Lizama

**Entity Served:** FORD MOTOR COMPANY

**Case Number:** [REDACTED]

**Jurisdiction:** CA



**SUMMONS  
(CITACION JUDICIAL)**

FOR OFFICE USE ONLY

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

FORD MOTOR COMPANY, a Delaware Corporation, and DOES 1 through 10, inclusive

**ELECTRONICALLY FILED**  
Merced Superior Court  
9/15/2021 10:45 AM  
Amanda Toste  
Clerk of the Superior Court  
By: Tawn Saephanh, Deputy

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

██████████ an individual, and ██████████ an individual

**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](http://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](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://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 lo 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](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que lo 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](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://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: County of MERCED Superior Court  
(El nombre y dirección de la corte es):  
OLD MERCED COURTHOUSE , 627 W 21st Street, Merced, CA 95340

CASE NUMBER:  
(Número del Caso): ██████████

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):

Kevin Y. Jacobson, Esq., John DeMircift, Esq.,  
QUILL & ARROW, LLP; 10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024; Tel: (310) 933-4271

DATE: 9/15/2021 10:45 AM Amanda Toste Clerk, by Tawn Saephanh Deputy  
(Fecha) (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**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):

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Kevin Y. Jacobson, Esq. (SBN 320532);  
 John DeMircic, Esq. (SBN 337298);  
 QUILL & ARROW, LLP  
 10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024  
 TELEPHONE NO.: (310) 933-4271 FAX NO.: (310) 889-0645

ATTORNEY FOR (Name): Plaintiff: [REDACTED]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MERCED  
 STREET ADDRESS: 627 W 21st Street  
 MAILING ADDRESS: 627 W 21st Street  
 CITY AND ZIP CODE: Merced, CA 95340  
 BRANCH NAME: OLD MERCED COURTHOUSE

FOR OFFICE USE ONLY

ELECTRONICALLY FILED  
 Merced Superior Court  
 9/15/2021 10:45 AM  
 Amanda Toste  
 Clerk of the Superior Court  
 By: Tawn Saephanh, Deputy

CASE NAME:  
 [REDACTED] et al. v. FORD MOTOR COMPANY

**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:
- |   |  |   |
|---|--|---|
| <p><b>Auto Tort</b></p> <p><input type="checkbox"/> Auto (22)</p> <p><input type="checkbox"/> Uninsured motorist (46)</p> <p><b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b></p> <p><input type="checkbox"/> Asbestos (04)</p> <p><input type="checkbox"/> Product liability (24)</p> <p><input type="checkbox"/> Medical malpractice (45)</p> <p><input type="checkbox"/> Other PI/PD/WD (23)</p> <p><b>Non-PI/PD/WD (Other) Tort</b></p> <p><input type="checkbox"/> Business tort/unfair business practice (07)</p> <p><input type="checkbox"/> Civil rights (08)</p> <p><input type="checkbox"/> Defamation (13)</p> <p><input type="checkbox"/> Fraud (16)</p> <p><input type="checkbox"/> Intellectual property (19)</p> <p><input type="checkbox"/> Professional negligence (25)</p> <p><input type="checkbox"/> Other non-PI/PD/WD tort (35)</p> <p><b>Employment</b></p> <p><input type="checkbox"/> Wrongful termination (36)</p> <p><input type="checkbox"/> Other employment (15)</p> | <p><b>Contract</b></p> <p><input checked="" type="checkbox"/> Breach of contract/warranty (06)</p> <p><input type="checkbox"/> Rule 3.740 collections (09)</p> <p><input type="checkbox"/> Other collections (09)</p> <p><input type="checkbox"/> Insurance coverage (18)</p> <p><input type="checkbox"/> Other contract (37)</p> <p><b>Real Property</b></p> <p><input type="checkbox"/> Eminent domain/Inverse condemnation (14)</p> <p><input type="checkbox"/> Wrongful eviction (33)</p> <p><input type="checkbox"/> Other real property (26)</p> <p><b>Unlawful Detainer</b></p> <p><input type="checkbox"/> Commercial (31)</p> <p><input type="checkbox"/> Residential (32)</p> <p><input type="checkbox"/> Drugs (38)</p> <p><b>Judicial Review</b></p> <p><input type="checkbox"/> Asset forfeiture (05)</p> <p><input type="checkbox"/> Petition re: arbitration award (11)</p> <p><input type="checkbox"/> Writ of mandate (02)</p> <p><input type="checkbox"/> Other judicial review (39)</p> | <p><b>Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)</b></p> <p><input type="checkbox"/> Antitrust/Trade regulation (03)</p> <p><input type="checkbox"/> Construction defect (10)</p> <p><input type="checkbox"/> Mass tort (40)</p> <p><input type="checkbox"/> Securities litigation (28)</p> <p><input type="checkbox"/> Environmental/Toxic tort (30)</p> <p><input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)</p> <p><b>Enforcement of Judgment</b></p> <p><input type="checkbox"/> Enforcement of judgment (20)</p> <p><b>Miscellaneous Civil Complaint</b></p> <p><input type="checkbox"/> RICO (27)</p> <p><input type="checkbox"/> Other complaint (not specified above) (42)</p> <p><b>Miscellaneous Civil Petition</b></p> <p><input type="checkbox"/> Partnership and corporate governance (21)</p> <p><input type="checkbox"/> Other petition (not specified above) (43)</p> |
|---|--|---|

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      d.  Large number of witnesses
- b.  Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve      e.  Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c.  Substantial amount of documentary evidence      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): 3
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.)

Date: September 15, 2021  
 Kevin Y. Jacobson, Esq.  
 (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.

**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

**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

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ELECTRONICALLY FILED

Merced Superior Court

9/15/2021 10:45 AM

Amanda Toste

Clerk of the Superior Court

By: Tawn Saepanh, Deputy

7 Attorneys for Plaintiffs,

8 [REDACTED]

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF MERCED

11 [REDACTED], an  
12 individual, and [REDACTED] an  
13 individual,  
14

15 Plaintiffs,

16 vs.

17 FORD MOTOR COMPANY, a Delaware  
18 Corporation, and DOES 1 through 10,  
19 inclusive,

20 Defendants.  
21

Case No.: [REDACTED]  
Unlimited Jurisdiction

**COMPLAINT**

1. VIOLATION OF SONG-BEVERLY ACT - BREACH OF EXPRESS WARRANTY
2. VIOLATION OF SONG-BEVERLY ACT - BREACH OF IMPLIED WARRANTY
3. VIOLATION OF THE SONG-BEVERLY ACT SECTION 1793.2

1 Plaintiffs, [REDACTED], an individual, and [REDACTED], an  
2 individual, allege as follows against Defendant FORD MOTOR COMPANY, a Delaware  
3 Corporation ("FORD MOTOR COMPANY"), and DOES 1 through 10 inclusive, on information  
4 and belief, formed after a reasonable inquiry under the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiffs, [REDACTED] and [REDACTED], hereby demand  
7 trial by jury in this action.

8 **GENERAL ALLEGATIONS**

9 2. Plaintiffs, [REDACTED] and [REDACTED], are individuals  
10 residing in the City of Los Banos, State of California.

11 3. Defendant, FORD MOTOR COMPANY, is and was a Delaware Corporation  
12 operating and doing business in the State of California.

13 4. These causes of action arise out of the warranty obligations of FORD MOTOR  
14 COMPANY in connection with a vehicle purchased by Plaintiffs and for which FORD MOTOR  
15 COMPANY issued a written warranty.

16 5. Plaintiffs do not know the true names and capacities, whether corporate, partnership,  
17 associate, individual, or otherwise of Defendant issued herein as Does 1 through 10, inclusive,  
18 under the provisions of section 474 of the California Code of Civil Procedure. Defendant Does 1  
19 through 10, inclusive, are in some manner responsible for the acts, occurrences, and transactions  
20 set forth herein, and are legally liable to Plaintiffs. Plaintiffs will seek leave to amend this  
21 Complaint to set forth the true names and capacities of the fictitiously named Defendant, together  
22 with appropriate charging allegations, when ascertained.

23 6. All acts of corporate employees as alleged were authorized or ratified by an officer,  
24 director, or managing agent of the corporate employer.

25 7. Each Defendant, whether actually or fictitiously named herein, was the principal,  
26 agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal  
27 or within the course and scope of such employment or agency, took some part in the acts and  
28 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiffs for the relief

**COMPLAINT**

1 prayed for herein.

2 8. On September 30, 2018, Plaintiffs purchased a new 2018 Ford Explorer, having VIN  
3 No.: 1FM5K7D87JGC [REDACTED] ("the Subject Vehicle"). Express warranties accompanied the sale of  
4 ~~the Subject Vehicle to Plaintiffs by which FORD MOTOR COMPANY undertook to preserve or~~  
5 maintain the utility or performance of Plaintiffs' vehicle or to provide compensation if there was a  
6 failure in such utility or performance.

7 9. The Subject Vehicle was delivered to Plaintiffs with serious defects and  
8 nonconformities to warranty and developed other serious defects and nonconformities to warranty  
9 including, but not limited to, engine, transmission, electrical, and structural system defects.

10 10. Plaintiffs hereby revoke acceptance of the sales contract.

11 11. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil  
12 Code sections 1790 *et seq.*, the Subject Vehicle constitutes "consumer goods" used primarily for  
13 family or household purposes, and Plaintiffs have used the vehicle primarily for those purposes.

14 12. Plaintiffs are the "buyers" of consumer goods under the Act.

15 13. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor"  
16 under the Act.

17 14. Plaintiffs hereby demand trial by jury in this action.

18 **FIRST CAUSE OF ACTION**

19 **Violation of the Song-Beverly Act – Breach of Express Warranty**

20 15. Plaintiffs incorporate herein by reference each and every allegation contained in the  
21 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

22 16. Express warranties accompanied the sale of the vehicle to Plaintiffs by which FORD  
23 MOTOR COMPANY undertook to preserve or maintain the utility or performance of Plaintiffs'  
24 vehicle or to provide compensation if there was a failure in such utility or performance.

25 17. The Subject Vehicle was delivered to Plaintiffs with serious defects and  
26 nonconformities to warranty and developed other serious defects and nonconformities to warranty  
27 including, but not limited to, engine, transmission, electrical, and structural system defects.

1           18. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil  
2 Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or  
3 household purposes, and Plaintiffs have used the Subject Vehicle primarily for those purposes.

4           19. Plaintiffs are the "buyers" of consumer goods under the Act.

5           20. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor"  
6 under the Act.

7           21. The foregoing defects and nonconformities to warranty manifested themselves in  
8 the Subject Vehicle within the applicable express warranty period. The nonconformities  
9 substantially impair the use, value, and/or safety of the vehicle.

10           22. Plaintiffs delivered the vehicle to an authorized FORD MOTOR COMPANY repair  
11 facility for repair of the nonconformities.

12           23. Defendant was unable to conform Plaintiffs' vehicle to the applicable express  
13 warranty after a reasonable number of repair attempts.

14           24. Notwithstanding Plaintiffs' entitlement, Defendant FORD MOTOR COMPANY  
15 has failed to either promptly replace the new motor vehicle or to promptly make restitution in  
16 accordance with the Song-Beverly Act.

17           25. By failure of Defendant to remedy the defects as alleged above or to issue a refund  
18 or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

19           26. Under the Act, Plaintiffs are entitled to reimbursement of the price paid for the  
20 vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation of  
21 the nonconformities.

22           27. Plaintiffs are entitled to all incidental, consequential, and general damages resulting  
23 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

24           28. Plaintiffs are entitled under the Song-Beverly Act to recover as part of the judgment  
25 a sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably  
26 incurred in connection with the commencement and prosecution of this action.



1 39. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code,  
2 section 1794, *et seq.*

3 40. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code, section  
4 1794, *et seq.* and Commercial Code, section 2711.

5 41. Plaintiffs are entitled to recover any incidental, consequential, and/or "cover"  
6 damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

7 **THIRD CAUSE OF ACTION**

8 **Violation of the Song-Beverly Act Section 1793.2(b)**

9 42. Plaintiffs incorporate herein by reference each and every allegation contained in the  
10 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

11 43. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells  
12 consumer goods in California, for which it has made an express warranty, shall maintain service  
13 and repair facilities or designate and authorize independent service and repair facilities to carry out  
14 the terms of those warranties.

15 44. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of  
16 goods are necessary because they do not conform with the applicable express warranties, service  
17 and repair shall be commenced within a reasonable time by the manufacturer or its representative.

18 45. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced  
19 or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable  
20 time.

21 46. The sale of the Subject Vehicle was accompanied by express warranties, including  
22 a warranty guaranteeing that the subject vehicle was safe to drive and not equipped with defective  
23 parts, including the electrical system.

24 47. Plaintiffs delivered the subject vehicle to FORD MOTOR COMPANY's authorized  
25 service representatives on multiple occasions. The subject vehicle was delivered for repairs of  
26 defects, which amount to nonconformities to the express warranties that accompanied the sale of  
27 the subject vehicle.

1 48. Defendant's authorized facilities did not conform the Subject Vehicle to warranty  
2 within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR  
3 COMPANY has failed to tender the subject vehicle back to Plaintiff in conformance with its  
4 warranties within the timeframes set forth in Civil Code section 1793.2(b).

5 49. Plaintiffs are entitled to justifiably revoke acceptance of the subject vehicle under  
6 Civil Code, section 1794, *et seq.*

7 50. Plaintiffs hereby revoke acceptance of the subject vehicle.

8 51. Plaintiffs are entitled to replacement or reimbursement pursuant to Civil Code,  
9 section 1794, *et seq.*

10 52. Plaintiffs are entitled to rescission of the contract pursuant to Civil Code section  
11 1794, *et seq.* and Commercial Code, section 2711.

12 53. Plaintiffs are entitled to recover any "cover" damages under Commercial Code  
13 sections 2711, 2712, and Civil Code, section 1794, *et seq.*

14 54. Plaintiffs are entitled to recover all incidental and consequential damages pursuant  
15 to 1794 *et seq.* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

16 55. Plaintiffs are entitled, in addition to the amounts recovered, a civil penalty of up to  
17 two times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed  
18 to comply with its responsibilities under the Act.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendant, 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 Plaintiffs' actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: September 15, 2021

QUILL & ARROW, LLP

*Kevin Y. Jacobson*

Kevin Y. Jacobson, Esq.  
Attorney for Plaintiffs,

[Redacted Signature]

Plaintiffs, [Redacted], hereby demand trial by jury in this action.