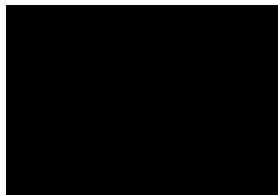
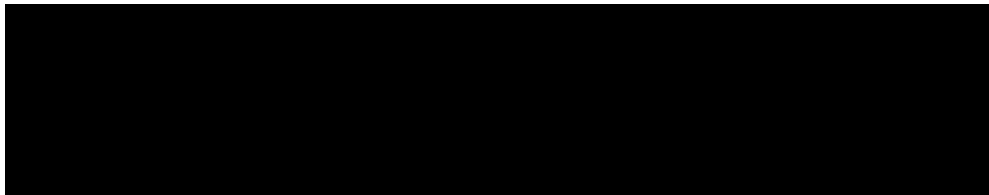
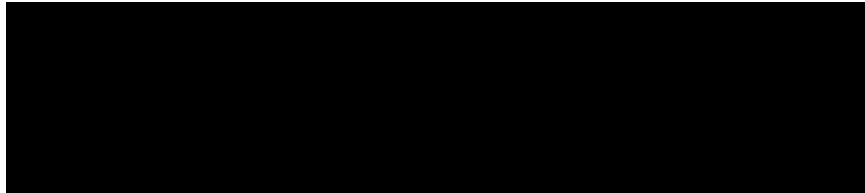


ADVANCED



RONALD J. BOLZ
CHRISTOPHER M. LOVASZ
STEVEN S. TOTH
CHRISTOPHER A. WINKLER
TRAVIS L. SHACKELFORD
STEVEN S. TOTH, JR.

CONSUMER
Legal
Services, P.C.
ATTORNEYS AND COUNSELORS

30928 FORD ROAD
GARDEN CITY, MI 48135
(734) 261-4700
FAX (734) 261-4737
HELP@LEMONAUTO.COM

www.LemonAuto.com

September 15, 2021

FMC Consumer Claims
Ford Motor Company
One American Road
Suite 400
Dearborn, MI 48126

RE: Advanced Outdoor Solutions, Inc. c/o [REDACTED]
2020 Ford F-350
VIN: [REDACTED]

Dear Sir/Madam:

Please be advised that I represent Advanced Outdoor Solutions, Inc. c/o Kathleen Burcusel regarding the above referenced matter. I will refrain from filing suit in an effort to resolve this matter prior to litigation. In order for you to evaluate this matter, the following is a detailed repair summary relative to Ms. Burcusel's 2020 Ford F-350 (see enclosed copies of repair orders):

<u>Date</u>	<u>Mileage</u>	<u>Invoice #</u>	<u>Complaint</u>
02/17/21	3,305	98305	<u>TRANSMISSION:</u> The vehicle will not shift out of park. Replaced body harness. <u>TRIM:</u> When using the washer fluid, there was smoke coming from jets. <u>ENGINE:</u> When trying to start the vehicle, it will crank and not start. Replaced the fuel pump and sensor.
			41 Days out of service.
04/08/21	3,518	101097	<u>ENGINE:</u> When trying to start the vehicle, it will crank and not start. Replaced the fuel pump and sender.

134 Days out of service.

THE VEHICLE HAS BEEN OUT OF SERVICE DUE TO REPAIR FOR AT LEAST 175 DAYS.

Ford Motor Company
September 15, 2021
Page Two

██████████ has submitted the 2020 Ford F-350 for repair on at least two (2) occasions and has been out of service due to repair for more than thirty (30) days within the first year of ownership. The limited written warranty provides that Ford Motor Company, or its authorized dealerships, will repair or replace all parts found to be defective in factory-supplied materials or workmanship. It is my client's position that Ford's inability to repair this vehicle after two (2) attempts and more than thirty (30) days within the first year of ownership is a breach of its warranty and violation of the Michigan Lemon Law. As such, ██████████ respectfully requests that Ford Motor Company repurchase the 2020 Ford F-350 and pay her attorney fees and costs.

This offer and all of its contents are for settlement purposes only.

Thank you for your time and attention. I look forward to hearing from you.

Very Truly Yours,

CONSUMER LEGAL SERVICES, P.C.



Steven S. Toth, Esq.

SST/snh
Encl.

former #

Retail Installment Contract and Security Agreement

Seller Name and Address
BOYER FORD TRUCKS, INC
2500 BROADWAY DR. LAUDERDALE MN 55113

Buyer(s) Name(s) and Address(es)
ADVANCE OUTDOOR SOLUTIONS INC
6257 ARTHUR ST WESTLAND MI 48185-2101

Summary
No. [REDACTED]
Date 11/09/2020

Business, commercial or agricultural purpose Contract.

Truth-In-Lending Disclosure

Annual Percentage Rate	Finance Charge	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all scheduled payments.	The total cost of your purchase on credit, including your down payment of
<u>11.95 %</u>	\$ <u>\$19,560.98</u>	\$ <u>\$48,211.90</u>	\$ <u>\$67,772.88</u>	\$ <u>\$1,000.00</u> \$ <u>\$68,772.88</u>

Payment Schedule. Your payment schedule is:

No. of Payments	Amount of Payments	When Payments are Due
<u>72</u>	\$ <u>\$941.29</u>	<u>MONTHLY BEGINNING 12/09/2020</u>
<u>N/A</u>	\$ <u>N/A</u>	<u>N/A</u>
<u>N/A</u>	\$ <u>N/A</u>	<u>N/A</u>

Security. You are giving us a security interest in the Property purchased.

Late Charge. If a payment is more than 10 days late, you will be charged the greater of 5% of the unpaid installment, or \$8.84 (or the highest amount allowed by law under Minn. Stat. § 47.59).

Prepayment. If you pay off this Contract early, you will not have to pay a penalty.

Contract Provisions. You can see the terms of this Contract for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Description of Property

Year	Make	Model	Style	Vehicle Identification Number	Odometer Mileage
<u>2020</u>	<u>FORD</u>	<u>F350</u>		[REDACTED]	<u>3</u>
Other: <input checked="" type="checkbox"/> New <input type="checkbox"/> Used <input type="checkbox"/> Demo					

Description of Trade-In

until paid in full. You agree to pay this Contract according to the payment schedule and late charge provisions shown in the Truth-In-Lending Disclosure. You also agree to pay any additional amounts according to the terms and conditions of this Contract.

Conditional Delivery

Conditional Delivery. If checked, you agree that the following agreement regarding securing financing ("Agreement") applies: N/A

The Agreement is part of this Contract. The Agreement will no longer control after the assignment is accepted. If there are any conflicts between the terms of the Agreement and the Contract, the terms of this Contract will apply.

Down Payment. You also agree to pay or apply to the Cash Price, on or before the date of this Contract, any cash, rebate and net trade-in value described in the Itemization of Amount Financed.

You agree to make deferred down payments as set forth in your Payment Schedule.

Loan Administrative Fee. You agree to pay an additional loan administrative fee of \$25.00 that will be paid in cash. financed over the term of the Contract.

Sales Agreement

Payment. You promise to pay us the principal amount of \$ \$48,211.90 plus finance charges accruing on the unpaid balance at the rate of 11.95 % per year from the date of this Contract

Retail Installment Contract-MN Not for use in transactions secured by a dwelling.
©2020 The Reynolds and Reynolds Company
THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

RSSIMVLFZMZN 7/1/2020
Bankers Systems®
Page 1 of 5

Itemization of Amount Financed

a. Cash Price of Vehicle, etc. (incl. sales tax of \$ **\$2,788.90**) \$ **\$50,783.90**
 b. Trade-in allowance \$ **\$0.00**
 c. Less: Amount owing, paid to (includes k): \$ **\$0.00**
 d. Net trade-in (b-c; if negative, enter \$0 here and enter the amount on line k) \$ _____
 e. Cash payment \$ **\$1,000.00**
 f. Manufacturer's rebate \$ **\$2,000.00**
 g. Deferred down payment \$ _____
 h. Other down payment (describe) \$ **N/A**
 i. Down Payment (d+e+f+g+h) \$ **\$1,000.00**
 j. Unpaid balance of Cash Price (a-i) \$ **\$47,783.90**
 k. Financed trade-in balance (see line d) \$ **N/A**
 l. Paid to public officials:
 i. DEPARTMENT OF MOTOR VEHICLES \$ **\$288.00**
 ii. DEPARTMENT OF MOTOR VEHICLES \$ **\$15.00**
 iii. _____ \$ **N/A**
 m. Insurance premiums paid to insurance company(ies) \$ **N/A**
 n. Gap Waiver paid to Seller \$ **N/A**
 o. Service Contract, paid to: \$ **N/A**
 p. Optional electronic transfer fee, paid to: \$ **N/A**
 q. To: **BOYER FORD TRUCKS INC.** \$ **\$125.00**
 r. To: _____ \$ **N/A**
 s. To: _____ \$ **N/A**
 t. To: _____ \$ **N/A**
 u. To: _____ \$ **N/A**
 v. To: _____ \$ **N/A**
 w. To: _____ \$ **N/A**
 x. To: _____ \$ **N/A**
 y. To: _____ \$ **N/A**
 z. To: _____ \$ **N/A**
 aa. Total Other Charges/Amts Paid (k thru z) \$ **\$428.00**
 bb. Prepaid Finance Charge \$ **N/A**
 cc. Amount Financed (j+aa-bb) \$ **\$48,211.90**

We may retain or receive a portion of any amounts paid to others.

[This area intentionally left blank.]

Insurance Disclosures

Credit Insurance. Credit life and credit disability (accident and health) are not required to obtain credit and are not a factor in the credit decision. We will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below only the coverages you have chosen to purchase.

Credit Life

Single Joint None
 Premium \$ N/A Term N/A
 Insured N/A

Credit Disability

Single Joint None
 Premium \$ N/A Term N/A
 Insured N/A

Your signature below means you want (only) the insurance coverage(s) quoted above. If "None" is checked, you have declined the coverage we offered.

By: _____ DOB _____

Date 11/09/2020

By: _____ DOB _____

Date 11/09/2020

By: _____ DOB _____

Date 11/09/2020

Property Insurance. You must insure the Property. You may purchase or provide the insurance through any insurance company reasonably acceptable to us. The collision coverage deductible may not exceed \$ N/A . If you get insurance from or through us you will pay \$ N/A for _____ of coverage.

This premium is calculated as follows:

\$ N/A Deductible, Collision Cov. \$ N/A
 \$ N/A Deductible, Comprehensive \$ N/A
 Fire-Theft and Combined Additional Cov. \$ N/A
 N/A \$ N/A

Liability Insurance coverage for bodily injury and motor vehicle damage caused to others is not included in this Contract unless checked and indicated.

MICHIGAN REGISTRATION

JOCELYN BENSON
Secretary of State

Plate: [REDACTED] Expires: 02/28/2022

ORIGINAL REGISTRATION

2020 FORD PICKUP

Vehicle No.: [REDACTED] Fee Cat. or Wt.: 42810
County: WAYNE

ADVANCE OUTDOOR SOLUTIONS INC
6257 ARTHUR ST
WESTLAND MI 48185



License Fee: 264.00

[REDACTED] 3,167.20

MICHIGAN REGISTRATION

JOCELYN BENSON
Secretary of State

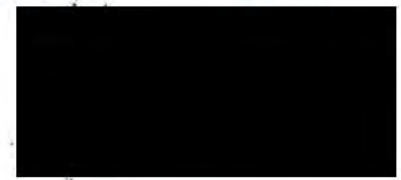
Plate: [REDACTED] Expires: 02/28/2022

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Vehicle No.: [REDACTED] Fee Cat. or Wt.: 42810
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ADVANCE OUTDOOR SOLUTIONS INC
6257 ARTHUR ST
WESTLAND MI 48185



License Fee: 264.00

[REDACTED] 3,167.20



33300 Ford Road
Westland, MI 48185
(734) 421-1300
Fax: (734) 261-6205
www.northbros.com



CELL: [REDACTED]

CUSTOMER NO. 34862	ADVISOR JOSEPH TAMBORINO	TAG NO. 7193	INVOICE DATE 03/29/21	INVOICE NO. [REDACTED]
[REDACTED] WESTLAND, MI [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 3,305	COLOR
	YEAR / MAKE / MODEL 20/FORD TRUCK/SUPER DUTY F-35/4WD RE		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO.		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 02/17/21	ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	STATE REG. # P & A CODE:	

JOB# 1 CHARGES

LABOR
J# 1 09F0Z
TRANSMISSION CONCERN TECH(S):3005
VEHICLE DROPPED OFF OVER NIGHT - WILL NOT SHIFT OUT OF PARK - STUCK ON SIDE OF SERVICE - CHECK AND ADVISE
VERIFIED CONCERN ALSO FOUND BRAKE LAMPS COMING ON AT ALL TIMES PER SHOP MANUAL PINPOINT TEST STATES UNPLUG PCM IF LIGHTS GO OUT REPLACE PCM VEHICLE HAS MULTIPLE CONCERNS HAS NO POWER AT BPP C278 PIN 1 CIRCUIT SPRO7 WH/RD AND HAS NUMEROUS U CODES TECH TESTED FOUND POWER BACK FEED IN C263 PIN 4 CIRCUIT CCR08 VT/WH CONTACTED HOTLINE 117934688 PULLED SILLPLATES FOR WIRE INSPECTION FOUND BODY WIRE HARNESS SITTING IN 2 INCHES OF WATER ALSO FLEXING HARNESS COULD WATCH DASH WARNING INDICATORS FLICKER REMOVED INTERIOR DASH ACCESS AND HEADLINER ACCESS REPLACED BODY HARNESS FOUND SEVERAL CORRODED WIRES ON LT SIDE INCLUDING RESTRAINT COMPONENT WIRING AFTER HARNESS REPLACEMENT STILL NO POWER AT BPP FROM BCM AND A FEW OTHER MODULE NO POWER COMING C2280C PIN 1 SBP07 WH/RD FUSE F7 GOOD PINPOINT TEST PER SHOP MANUAL A1 IN STATES INSPECT AND REPAIR CONCERN IF FUSES GOOD REPLACED BCM AND PROGRAMMED RETEST ALL FUNCTIONS WORKING ALL LIGHTS WORKING REQUEST 8.0 MI TIME FOR DIAG, HARNESS, BCM REPLACEMENT ALSO PER SHOP MANUAL NO RVC NEEDED FOR THIS VEHICLE

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	LG3Z-14A005-BP	WIRING			WARRANTY
	1	N808684-S101	BOLT			WARRANTY
	8	-W717731-S451	BOLT			WARRANTY
				TOTAL - PARTS	0.00	

JOB# 1 TOTALS
JOB# 1 JOURNAL PREFIX FOC5 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES

LABOR
J# 2 11F0Z
TRIM CONCERN TECH(S):3005
CUSTOMER STATES WHEN USING WASHER FLUID THERE WAS SMOKE COMING FROM JETS - MADE VERY CLEAR WAS NOT STEAM WAS SMOKE. TECH TESTED WASHERS DIDNT SEE NO SMOKE COMING OUT OF JETS, NO SIGNS OF APPARENT BURNING

PARTS	QTY	FP NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	LU5Z-15604-AM	KIT - A			WARRANTY
				TOTAL - PARTS	0.00	

JOB# 2 TOTALS
JOB# 2 JOURNAL PREFIX FOC5 JOB# 2 TOTAL 0.00

JOB# 3 CHARGES

LABOR

INSURANCE CO.

APPROVED BY

CLAIM NO.

ATTENTION CASHIER

DEDUCTIBLE	BETTERMENT
OTHER AMOUNT	RELEASES

SIGNATURES

TERMS are in cash on delivery. ESTIMATES ARE FOR LABOR ONLY. MATERIAL IS EXTRA. Storage will be charged 48 hours after repairs are completed. Not responsible for loss or damage to cars or trailers left in care of a fire, theft, freezing, accident or any other cause beyond our control. An express garagekeeper's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Old parts removed from vehicle will be disposed of immediately unless otherwise instructed.

POWER OF ATTORNEY - KNOW ALL MEN THESE PRESENTS: That the undersigned does hereby constitute and appoint NORTH BROTHERS FORD my (our) true and lawful attorney to sign name, place and stead of the undersigned on any Insurance Checks or Drafts issued by Insurance Company covering my (our) automobile by myself (ourselves) in whatever manner is necessary to place check in draft in a cashable position. I (we) hereby verify and confirm whatever action said attorney shall or may take by virtue hereof in the premises.

THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED ABOVE.

Signed

REPAIRS PROPERLY AND COMPLETED AND CHECKED BY: All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. (P.A. 305)

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereunder to be done along with the necessary material and agree that you are not responsible for loss damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delay caused by unavailability of parts or delays in parts shipment by the supplier or transporter. I hereby grant you or your employee permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.

DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby disclaims any 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.

Thank you for the opportunity to serve you. The following is North Brothers Coupon, Discount and Ford Pass Reward Points Policy. One coupon or discount per visit. Coupons cannot be combined with any other Coupon or Discount. Discounts cannot be combined with any other Discount or Coupon. Expired Coupons cannot be honored. Competitor's Coupons must have been obtained in last 30 days. If you find an item in a competitor's priced ad that is priced lower than it is at North Brothers, we will match the price. The competitor's ad must be local and current, and the product must be the identical item, brand name, quantity and model number. A Ford Pass Rewards Customer can redeem Ford Pass Reward Points for any service performed on their vehicle. Ford Pass Reward Points cannot be combined with any other Coupon or Discount. If we may provide any further explanation, please see our Service of Sales Managers. We are committed to your complete satisfaction. Thank you again for your patronage.

NO RETURN OF ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

SERVICE DEPARTMENT HOURS
7:00 a.m. to 6:00 p.m. Mon & Thurs
7:00 a.m. to 6:00 p.m. Tues, Wed. & Fri.
8:00 a.m. to 2:00 p.m. Saturday

FORM # 2500

LCPV



33300 Ford Road
Westland, MI 48185
(734) 421-1300
Fax: (734) 261-6205
www.northbrothersford.net



CUSTOMER NO.	ADVISOR JOSEPH TAMBORINO	TAG NO. 7193	INVOICE DATE 08/19/21	INVOICE NO.
WESTLAND, MI	LABOR RATE	LICENSE NO.	MILEAGE 3,518	COLOR
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS	YEAR / MAKE / MODEL 20/FORD TRUCK/SUPER DUTY F-35/4WD RE	DELIVERY DATE
				DELIVERY MILES
				SELLING DEALER NO.
				PRODUCTION DATE
			R.O. DATE 04/08/21	ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE

CELL: [REDACTED]

STATE REG. #: F
P & A CODE

JOB# 1 CHARGES

LABOR---
J# 1 10FOZ
DRIVEABILITY CONCERN
WHEN TRYING TO START VEHICLE, IT WILL CRANK AND NOT START - ALL LIGHTS ARE COMING ON, SHOWS THERES POWER IN THE VEHICLE AND HALF TANK OF GAS- CHECK AND ADVISE
TECH(S):7350 WARRANTY
126500 0.2, 12650D45 0.3, 9350B 0.5, 9002AM 1.2, 9002A 0.3, 12650DX1 0.1, TEST EEC V SYSTEM RECEIVE TROUBLE CODE P0627 PERFORM PINPOINT TESTS KC1 YES RECEIVE CODE P0627, KC9 YES LESS THAN 10 OHMS, KC12 YES GREATER THAN 10K OHMS, KC13 YES GREATER THAN 10K OHMS, KC14 NO VOLTAGE, KC15 NO WIGGLE TEST PASS OK, KC 16 YES, KC17 PERFORM FUEL PUMP PRESSURE TEST OPS1, NEC TO REMOVE FUEL TANK AND REPLACE FUEL PUMP AND SENDER REINSTALL FUEL TANK RETEST AND CLEAR TROUBLE CODE AND RECEIVE PASS CODE VEHICLE STARTS AND RUNS OK

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	WARRANTY
	1	413Z-9Z71-AA	GASKET			
	1	LC3Z-9H307-E	SENDER			
				TOTAL - PARTS		0.00

JOB# 1 TOTALS
JOB# 1 JOURNAL PREFIX F005 JOB# 1 TOTAL 0.00

JOB# 2 CHARGES
LABOR
J# 2 0.00Q99PX MULTI-POINT INSP.
PERFORM QUALITY CARE INSPECTION
PERFORM QUALITY CARE INSPECTION
PERFORM QUALITY CARE INSPECTION
WARRANTY

JOB# 2 TOTALS
JOB# 2 JOURNAL PREFIX F005 JOB# 2 TOTAL 0.00

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

INSURANCE CO.

APPROVED BY

CLAIM NO.

ATTENTION CASHIER

DEDUCTIBLE	RETIREMENT
\$	
OTHER	AMOUNT
\$	
	RELEASES

SIGNATURES

TERMS are cash on delivery. ESTIMATES ARE FOR LABOR ONLY. MATERIAL IS EXTRA. Storage will be charged 48 hours after repairs are completed. Not responsible for loss or damage to cars or articles left in cars in case of a fire, theft, flooding, accident or any other cause beyond our control. An express guarantee is hereby acknowledged on above car or truck to secure the amount of repair funds. Old parts removed from vehicle will be disposed of immediately unless otherwise instructed.

POWER OF ATTORNEY - KNOW ALL MEN THESE PRESENTS, That the undersigned does hereby constitute and appoint NORTH BROTHERS FORD (or its) true and lawful attorney in right name, place and stead of the undersigned on any Insurance Checks or Drafts issued by Insurance Company covering any repairs to my (our) authorized by myself (ourselves) in whatever manner is necessary to pay check or draft in a cashable position. I (we) hereby ratify and confirm whatever action said attorney shall or may take by virtue hereof in the premises.

THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED ABOVE:

Sign:

REPAIRS PROPERLY AND COMPLETED AND CHECKED BY:
All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act. (PA 305)

X

TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereunder to be done along with the necessary material and agree that you are not responsible for loss damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair funds.

DISCLAIMER OF WARRANTIES. Any warranties on this products and hereby on these made by the manufacturer. The seller hereby expressly disclaims all 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.

Thank you for the opportunity to serve you. The following is North Brothers Coupon, Discount and Ford Pass Reward Points Policy. One coupon or discount per visit. Coupons cannot be combined with any other Coupon or Discount. Discounts cannot be combined with any other Discount or Coupon. Expired Coupon cannot be reinstated. Competitor's Coupons must have been offered in last 30 days. If you find an item is a competitor's price and that is a lower price than it is at North Brothers, we will match the price. The competitor's ad must be local and current, and the products must be the identical item, brand name, quantity and model number. A Ford Pass Rewards Customer can redeem Ford Pass Reward Points for any service purchased on this vehicle. Discount. If we may provide any further explanation, please ask our Service of Sales Managers. We are committed to your on-site satisfaction. Thank you again for your patronage.

NO RETURN OF ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS

X

SERVICE DEPARTMENT HOURS
7am - 7pm Monday and Thursday
7am - 6pm Tuesday, Wednesday, Friday
Temporarily Closed Saturdays



33300 Ford Road
Westland, MI 48185
(734) 421-1300
Fax: (734) 261-6205
www.northbrothersford.net



CELL: [REDACTED]

CUSTOMER NO. [REDACTED]	ADVISOR JOSEPH TAMBORINO 7198	TAG NO. [REDACTED]	INVOICE DATE 08/19/21	INVOICE NO. [REDACTED]
WESTLAND, MI [REDACTED]	LABOR RATE	LICENSE NO.	MILEAGE 3,518	COLOR /
	YEAR / MAKE / MODEL 20/FORD TRUCK/SUPER DUTY F-35/4WD RE	DELIVERY DATE		STOCK NO.
	VEHICLE I.D. NO. [REDACTED]	SELLING DEALER NO.		DELIVERY MILES
	F.T.E. NO.	P.O. NO.	R.O. DATE 04/08/21	PRODUCTION DATE
RESIDENCE PHONE [REDACTED]	BUSINESS PHONE [REDACTED]	COMMENTS	STATE REG. #: F- [REDACTED] P & A CODE [REDACTED]	

TOTALS

* [] CASH [] CHECK CK NO. [] *	TOTAL LABOR....	0.00
* [] VISA [] MASTERCARD [] DISCOVER *	TOTAL PARTS....	0.00
* [] AMER XPRESS [] OTHER [] CHARGE *	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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE



INSURANCE CO.	APPROVED BY
CLAIM NO.	ATTENTION CASHIER
DEDUCTIBLE	RETIREMENT
\$	
OTHER AMOUNT	RELEASES
\$	
SIGNATURES	
<p>TERMS are cash on delivery. ESTIMATES ARE FOR LABOR ONLY. MATERIAL IS EXTRA. Storage will be charged 40 hours after repairs are completed. Not responsible for loss or damage to cars or articles left in cars in case of a fire, theft, freezing, accident or any other cause beyond our control. An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereon. Old parts removed from vehicle will be disposed of immediately unless otherwise instructed.</p> <p>POWER OF ATTORNEY - KNOW ALL MEN THESE PRESENTS, That the undersigned does hereby constitute and appoint NORTH BROTHERS FORD my (our) true and lawful attorney to sign names, place and stamp of the undersigned on any Insurance Checks or Drafts issued by Insurance Company covering any repairs to my (our) authorized by myself (ourselves) in whatever manner it is necessary to place check or draft in a suitable position. I (we) hereby notify and confirm whatever action said attorney shall or may take be valid hereon in the premises.</p> <p>THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED ABOVE.</p> <p>Sign: _____</p> <p>REPAIRS PROPERLY AND COMPLETED AND CHECKED BY: _____ All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act (P.A. 300)</p> <p>X</p> <p>TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereon to be done along with the necessary material and agree that you are not responsible for loss damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereon.</p> <p>DISCLAIMER OF WARRANTIES. Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all merchantability or fitness for a particular purpose, and the seller neither warrants 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.</p> <p>Thank you for the opportunity to serve you. The following is North Brothers Coupon, Discount and Ford Pass Reward Points Policy. One coupon or discount per visit. Coupons cannot be combined with any other Coupon or Discount. Discounts cannot be combined with any other Discount or Coupon. Expired Coupons cannot be honored. Competitor's Coupons must have been offered in last 90 days. If you find an item in a competitor's printed ad that is priced lower than it is at North Brothers, we will match the price. The competitor's ad must be local and current, and the products must be the identical item, brand name, quantity and model number. A Ford Pass Rewards Customer can redeem Ford Pass Reward Points for any service performed on their vehicle. Ford Pass Reward Points cannot be combined with any other Coupon or Discount. If we may provide any further explanation, please talk our Service or Sales Managers. We are committed to your complete satisfaction. Thank you again for your patronage.</p> <p>NO RETURN OF ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS</p> <p>X</p> <p>SERVICE DEPARTMENT HOURS 7am-7pm Monday and Thursday 7am-6pm Tuesday, Wednesday, Friday Temporarily Closed Saturdays</p>	

FORM # 2500



33300 Ford Road
Westland, MI 48185
(734) 421-1300
Fax: (734) 261-6205
www.northbros.com



CUSTOMER NO.	ADVISOR JOSEPH TAMBORINO	TAG NO. 7198	INVOICE DATE 03/29/21	CELL #
WESTLAND, MI	LABOR RATE	LICENSE NO.	COLOR 3,305 /	STOCK NO.
	YEAR / MAKE / MODEL 20/FORD TRUCK/SUPER DUTY F-35/4WD RE	VEHICLE ID NO.	DELIVERY DATE	DELIVERY MILES
			SELLING DEALER NO.	PRODUCTION DATE
			R.O. DATE 02/17/21	ALL PARTS ARE NEW UNLESS SPECIFIED OTHERWISE
BUSINESS PHONE	COMMENTS			

LABOR
J# 3 00FOZ099PX MULTI-POINT INSP. TECH(S):3005 WARRANTY
PERFORM QUALITY CARE INSPECTION
PERFORM QUALITY CARE INSPECTION
PERFORM QUALITY CARE INSPECTION

JOB# 3 TOTALS-----

JOB# 3 JOURNAL PREFIX FOCS JOB# 3 TOTAL 0.00

ESTIMATE-----
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$227.95 (+TAX)
TECHNICIAN CERTIFICATION
3005 KEVIN BRUETT M250522

TOTALS-----

INSURANCE CO.	
APPROVED BY	
CLAIM NO.	
ATTENTION CASHIER	
DEDUCTIBLE	BETTERMENT
OTHER	AMOUNT
	RELEASES
SIGNATURES	
TERMS are cash on delivery. ESTIMATES ARE FOR LABOR ONLY. MATERIAL IS EXTRA. Storage will be charged 48 hours after repairs are completed. Not responsible for loss or damage to cars or articles left in cars in case of fire, theft, freezing, accident or any other cause beyond our control. An express garagekeeper's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto. Old parts removed from vehicle will be disposed of immediately unless otherwise instructed.	
POWER OF ATTORNEY - KNOW ALL MEN THESE PRESENTS, That the undersigned does hereby constitute and appoint NORTH BROTHERS FORD my (our) true and lawful attorney to sign names, place and signed of the undersigned on any Insurance Checks or Drafts, issued by Insurance Company covering any repairs to my (our) authorized by myself (ourselves) in whatever manner is necessary to please check or draft in a cashable position. I (we) hereby ratify and confirm whatever action said attorney and/or may take by virtue hereof in the premises.	
THE ABOVE WORK HEREBY AUTHORIZED AND CONDITIONS AGREED TO AS OUTLINED ABOVE:	
Signed	
REPAIRS PROPERLY AND COMPLETED AND CHECKED BY: All repairs and parts listed were furnished in compliance with the Michigan Motor Vehicle Service and Repair Act (P.A. 300)	
TERMS: STRICTLY CASH UNLESS ARRANGEMENTS ARE MADE. I hereby authorize the repair work hereon to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I hereby grant you or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto.	
DISCLAIMER OF WARRANTIES: Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all 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.	
Thank you for the opportunity to serve you. The following is North Brothers Coupon, Discount and Ford Pass Reward Points Policy. One coupon or discount per visit. Coupons cannot be combined with any other Coupon or Discount. Discounts cannot be combined with any other Discount or Coupon. Excluded Coupons cannot be honored. Competitor's Coupons must have been offered in last 30 days. If you find an item in a competitor's priced ad that is priced lower than it is at North Brothers, we will match the price. The competitor's ad must be local and current, and the products must be the identical item, brand name, quantity and model number. A Ford Pass Rewards Customer can redeem Ford Pass Reward Points for any service performed on this vehicle. Ford Pass Reward Points cannot be combined with any other Coupon or Discount. If we may provide any further explanation, please ask our Service of Sales Managers. We are committed to your complete satisfaction. Thank you again for your patronage.	
NO RETURN OF ELECTRICAL OR SAFETY ITEMS OR SPECIAL ORDERS	
SERVICE DEPARTMENT HOURS 7:00 a.m. to 8:00 p.m. Mon. & Thurs. 7:00 a.m. to 8:00 p.m. Tues., Wed. & Fri. 8:00 a.m. to 2:00 p.m. Saturday	

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

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

THANK YOU FOR YOUR BUSINESS!!

CUSTOMER SIGNATURE

[REDACTED]

[REDACTED]

Service of Process Transmittal Summary

TO: [REDACTED]

RE: Process Served in [REDACTED]

FOR: [REDACTED] (Domestic State: [REDACTED])

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

TITLE OF ACTION: Re: [REDACTED], an Individual // To: [REDACTED]

DOCUMENT(S) SERVED: Summons, Certificate, Complaint, Civil Cover Sheet, Instructions

COURT/AGENCY: [REDACTED]
Case [REDACTED]

NATURE OF ACTION: Product Liability Litigation - [REDACTED], VIN: [REDACTED]

PROCESS SERVED ON: [REDACTED]

DATE/METHOD OF SERVICE: By Process Server on [REDACTED]

JURISDICTION SERVED: [REDACTED]

APPEARANCE OR ANSWER DUE: Within [REDACTED] after service

ATTORNEY(S)/SENDER(S): [REDACTED]

ACTION ITEMS: [REDACTED] has retained the current log, Retain Date: [REDACTED], Expected Purge Date: [REDACTED]
Image SOP

REGISTERED AGENT CONTACT: [REDACTED]

The information contained in this Transmittal is provided by [REDACTED] 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. [REDACTED]

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:

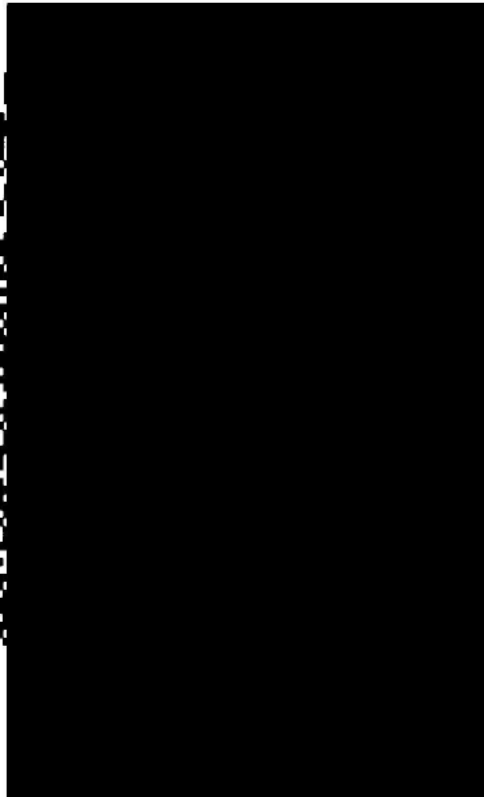
Fri, Mar 22, 2024

Server Name:



Entity Ser	[REDACTED]
Case Number	[REDACTED]
Jurisdiction	CA

Inserts		



SUMMONS
(CITATION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

Ford Motor Company, a [redacted] corporation; and DOES 1 - [redacted] inclusive

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

[redacted], an Individual

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

ELECTRONICALLY FILED
SUPERIOR COURT OF [redacted]
COUNTY OF [redacted]
SAN [redacted] DISTRICT

By: [redacted], DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within [redacted]. Read the information below.

You have [redacted] 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 [redacted] Online Self-Help Center ([redacted]), 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 ([redacted]), the [redacted] ([redacted]), 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 [redacted] 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 [redacted], la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene [redacted] DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar [redacted] respuesta por escrito en esta corte y hacer que se entregue [redacted] copia al demandante. [redacted] o [redacted] 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 [redacted] ([redacted]), 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 [redacted] ([redacted]), en el [redacted] ([redacted]) o poniéndose en contacto con la corte o el colegio [redacted] locales. **AVISO:** [redacted], la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de [redacted] más de valor recibida mediante un acuerdo o [redacted] 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): [redacted]

CASE NUMBER: [redacted]
(Número del Caso): [redacted]

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): [redacted], Esq.; 350 South Figueroa Street, Suite 504, Los Angeles, CA 90071; [redacted]

DATE: [redacted]
(Fecha)

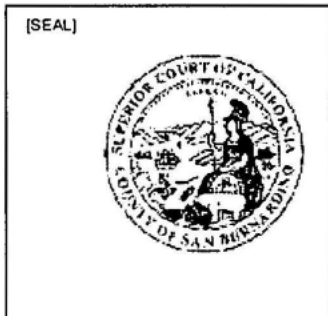
Clerk, by [redacted] /s/ [redacted], Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form [redacted]).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, ([redacted]).)

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): [redacted], a [redacted] under:

<input checked="" type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> [redacted] (minor)
<input type="checkbox"/> [redacted] (defunct corporation)	<input type="checkbox"/> [redacted] (conservatee)
<input type="checkbox"/> CCP [redacted] (association or partnership)	<input type="checkbox"/> [redacted] (authorized person)
<input type="checkbox"/> other (specify):	
- by personal delivery on (date):



1 [REDACTED], Esq. (State Bar No. [REDACTED])
2 **AMERICAN LEMON LAW GROUP, LLP**
3 350 South Figueroa Street, Suite 504
4 Los Angeles, CA 90071
5 Telephone: [REDACTED]
6 Facsimile: [REDACTED]
7 E-service: [REDACTED]

ELECTRONICALLY [REDACTED]
SUPERIOR COURT OF [REDACTED]
COUNTY OF SAN [REDACTED]
SAN [REDACTED] DISTRICT

[REDACTED]
By: Brianna Johnson, DEPUTY

Attorneys for Plaintiff
[REDACTED]

8
9
10
11 **SUPERIOR COURT OF THE STATE OF [REDACTED]**
12 **COUNTY OF [REDACTED]**

13
14 [REDACTED] an Individual,
15 Plaintiff,
16 v.
17 [REDACTED], a [REDACTED]
18 corporation; and DOES [REDACTED] inclusive,
19 Defendants.
20

[REDACTED]
COMPLAINT FOR DAMAGES:

- 21 1. Breach of Express Warranty Under the Song-Beverly Consumer Warranty Act;
22 2. Breach of Implied Warranty Under the [REDACTED];
23 3. Violation of the [REDACTED] b)

24
25 **JURY TRIAL DEMANDED**

26 ///

27 ///

COMPLAINT

Plaintiff [REDACTED] alleges and complains as follows:

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Defendant [REDACTED] is a [REDACTED] doing business in San Bernardino County, State of California and, at all times relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing of [REDACTED] vehicles and related equipment.

2. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants, Does 1 through [REDACTED], inclusive, under the provisions of California *Code of Civil Procedure*, section 474, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to set forth the true names and capacities when Plaintiff have ascertained them. Further, Plaintiff is informed and believes, and thereon alleges, that [REDACTED] of the Defendants designated herein as a "Doe" is responsible in some manner for the events and happenings herein referred to and caused injury and damage to Plaintiff as herein alleged.

3. [REDACTED], and Defendants, Does 1 through [REDACTED], inclusive, are collectively hereinafter referred to as "Defendants."

4. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.

5. Plaintiff is informed and believes, and thereon alleges, that at all times herein [REDACTED] mentioned, Defendants, and [REDACTED] of them, were the agents, servants, and/or employees of [REDACTED] of their Co-Defendants. Plaintiff is informed and believes, and thereon alleges, that Defendants, and [REDACTED] of them, were acting in the course and scope of their employment as such agents, servants, and/or employees, and with the permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and/or employers.

6. On [REDACTED], Plaintiff acquired a new [REDACTED] [REDACTED], Vehicle Identification Number 1 [REDACTED] (hereinafter referred to as the "Vehicle").

///

///

1 7. Along with the acquisition of the Vehicle, Plaintiff received written warranties and
2 other express and implied warranties including, but not limited to, warranties from Defendants that
3 the Vehicle and its components would be free from all defects in material and workmanship; that the
4 Vehicle would pass without objection in the trade under the Contract description; that the Vehicle
5 would be fit for the ordinary purposes for which it was intended; that the Vehicle would conform to
6 the promises and affirmations of fact made; and that Defendants would perform any repairs,
7 alignments, adjustments, and/or replacements of any parts necessary to ensure that the Vehicle was
8 free from any defects in material and workmanship.

9 8. The warranties included a [REDACTED] basic warranty and a [REDACTED]
10 year or [REDACTED] powertrain warranty.

11 9. The Vehicle was delivered to Plaintiff with serious defects and nonconformities to
12 warranty and developed other serious defects and nonconformities to warranty including, but not
13 limited to defects relating to the Engine and the Transmission.

14 10. Plaintiff hereby revokes acceptance of the sales contract.

15 11. Pursuant to the Song-Beverly Consumer Warranty Act (herein after the "Song-
16 Beverly Act"), [REDACTED], the Vehicle constitutes "consumer goods" used
17 primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those
18 purposes.

19 12. The Vehicle was/is a "new motor vehicle" under the [REDACTED].

20 13. Plaintiff is a "buyer" of consumer goods under the [REDACTED].

21 14. Defendant [REDACTED] is a "manufacturer" and/or "distributor" under the
22 [REDACTED].

23 15. Plaintiff has duly performed all the conditions on Plaintiff's part under the Contract
24 and under the express and implied warranties given to Plaintiff, except insofar as the acts and/or
25 omissions of the Defendants, and [REDACTED] of them, as alleged herein, prevented and/or excused such
26 performance.

27 ///

28 ///

1 16. Plaintiff has delivered the Vehicle to the Defendants' authorized service and repair
2 facilities, agents and/or dealers, on numerous occasions resulting in the Vehicle being out of service
3 by reason of repair of nonconformities. Defendants are in the possession of records, repair orders
4 and invoices of Plaintiff's presentations of the Vehicle for repair.

5 17. [REDACTED] Plaintiff delivered the nonconforming Vehicle to Defendants' authorized
6 service and repair facility, Plaintiff notified Defendants, and [REDACTED] of them, of the defects,
7 malfunctions, misadjustments, and/or nonconformities existent with the Vehicle and demanded that
8 Defendants or its representatives repair, adjust, and/or replace any necessary parts to conform the
9 Vehicle to the applicable warranties.

10 18. [REDACTED] Plaintiff delivered the nonconforming Vehicle to Defendants' authorized
11 service and repair facility. Defendants, and [REDACTED] of them, represented to Plaintiff that they could and
12 would conform the Vehicle to the applicable warranties, that in fact they did conform the Vehicle to
13 said warranties, and that all the defects, malfunctions, misadjustments, and/or nonconformities had
14 been repaired; however. Defendants or its representatives failed to conform the Vehicle to the
15 applicable warranties because said defects, malfunctions, misadjustments, and/or nonconformities
16 continue to exist even after a reasonable number of attempts to repair was given.

17 19. The amount in controversy exceeds TWENTY-FIVE THOUSAND DOLLARS
18 ([REDACTED]), exclusive of interest and costs, for which Plaintiff seeks judgment against Defendants,
19 together with equitable relief. In addition. Plaintiff seeks damages from Defendants, and [REDACTED] of
20 them, for incidental, consequential, exemplary, and actual damages including interest, costs, and
21 actual attorneys' fees.

22 20. Plaintiff hereby demands trial by jury in this action.

23 **TOLLING OF THE STATUTE OF LIMITATIONS**

24 21. To the extent there are any statutes of limitation applicable to Plaintiff's claims—
25 including, without limitation, the express warranty, implied warranty — the running of the limitation
26 periods have been tolled by, *inter alia*, the following doctrines or rules: equitable tolling, the
27 discovery rule, the fraudulent concealment rules, equitable estoppel, the repair rule, and/or
28 class action tolling (e.g., the [REDACTED]).

1 22. Defendants were and remain under a continuing duty to disclose to Plaintiff the true
2 character, quality, and nature of the defective Engine and the defective Transmission; that these
3 defects are based on poor manufacturing, that they cannot be fixed, that they will require continued
4 costly repairs, that they pose safety concerns, and diminish the resale value of the Vehicle. As a
5 result of the active concealment by Defendants, any and all applicable statutes of limitations
6 otherwise applicable to the allegations herein have been tolled.

7 23. Plaintiff discovered Defendants' wrongful conduct alleged shortly before the filing of
8 the complaint, as the Vehicle continued to exhibit symptoms of defects following Defendants'
9 unsuccessful attempts to repair them. However, Defendants failed to provide restitution pursuant to
10 the [REDACTED].

11 [REDACTED] OF [REDACTED]
12 Violation of the [REDACTED] - Br [REDACTED] of Express Warranty
13 Against [REDACTED], and Does [REDACTED]

14 24. Plaintiff incorporates herein by reference [REDACTED] and every allegation contained in the
15 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

16 25. Express warranties accompanied the sale of the vehicle to Plaintiff by which Ford
17 Motor Company undertook to preserve or maintain the utility or performance of Plaintiff's vehicle or
18 to provide compensation if there was a failure in such utility or performance.

19 [REDACTED]. The Vehicle had Engine and Transmission defects, malfunctions, misadjustments,
20 and/or nonconformities covered by the warranty that substantially impaired its value, use, and safety
21 to Plaintiff.

22 [REDACTED]. The Engine defects and nonconformities include, but are not limited to defects with
23 the SUBJECT VEHICLE, and its component parts, which manifest the following symptoms: vehicle
24 exhibiting recurrent stalling, demonstrating difficulty initiating ignition, and is unable to exceed
25 speeds of [REDACTED], cumulatively leading to an eventual and complete stall; which trigger the
[REDACTED] following fault codes: [REDACTED]-Low Pressure Fuel System Pressure - Too Low, [REDACTED]5-Fuel Rail
[REDACTED] Pressure Low During Cranking, [REDACTED]-Random Misfire Conditions, [REDACTED]-Cylinder 1 Misfire
28 Detected, [REDACTED]-Fuel Pump A Control Circuit/Open, [REDACTED]-Fuel Rail/System Pressure - Too Low;

1 requiring the replacement of the following parts: Fuel Pump, Fuel Injection Pump And Tappet;
2 and/or any other similar concerns identified in the repair history for the SUBJECT VEHICLE.

3 28. The Transmission defects and nonconformities include, but are not limited to defects
4 with the SUBJECT VEHICLE, and its component parts, which manifest the following symptoms:
5 perceived pulling due to transmission issues, and exhibits fluid leakage; and/or any other similar
6 concerns identified in the repair history for the SUBJECT VEHICLE.

7 ~~29. Plaintiff delivered the Vehicle to Ford Motor Company or its authorized repair~~
8 facilities for repair.

9 30. Defendants, and [REDACTED] of them, failed to service or repair the Vehicle to match the
10 written warranty after a reasonable number of opportunities to do so.

11 [REDACTED]. The foregoing defects and nonconformities to warranty manifested themselves within
12 the applicable express warranty period.

13 32. Defendant was unable to conform Plaintiff's vehicle to the applicable express
14 warranty after a reasonable number of repair attempts.

15 33. The acts and/or omissions of Defendants, and [REDACTED] of them, in failing to perform the
16 proper repairs, part replacements, and/or adjustments, to conform the Vehicle to the applicable
17 express warranties constitute a breach of the express warranties that Defendants provided to
18 Plaintiff, thereby breaching Defendants' obligations under the [REDACTED].

19 34. Defendants, and [REDACTED] of them, failed to perform the necessary repairs and/or service
20 in good and workmanlike manner. The actions taken by Defendants, and [REDACTED] of them, were
21 insufficient to make the Vehicle conform to the express warranties and/or proper operational
22 characteristics of like vehicles, all in violation of Defendants' obligations under the Song-Beverly
23 Act.

24 35. Plaintiff hereby gives written notice and makes demand upon Defendants for
25 replacement or restitution, pursuant to the [REDACTED]. Defendants and [REDACTED] of them, knowing
26 their obligations under the [REDACTED], and despite Plaintiff's demand, failed and refused to
27 make restitution or replacement according to the mandates of the [REDACTED]. The failure of
28 Defendants, and [REDACTED] of them, to refund the price paid and payable or to replace the Vehicle was

1 intentional and justifies an award of a Civil Penalty in an amount not to exceed two times Plaintiff's
2 actual damages.

3 36. As a result of the acts and/or omissions of Defendants, and [REDACTED] of them, and
4 pursuant to the provisions of the [REDACTED], Plaintiff is entitled to replacement of the Vehicle
5 or restitution of the amount actually paid or payable under the Contract, at Plaintiff's election, plus
6 prejudgment interest thereon at the legal rate. Plaintiff will seek leave to amend this Complaint to set
7 forth the exact amount of restitution and interest, upon election, when that amount has been
8 ascertained.

9 37. Additionally, as a result of the acts and/or omissions of Defendants, and [REDACTED] of them,
10 and pursuant to the [REDACTED], Plaintiffs have sustained and is entitled to consequential and
11 incidental damages in amounts yet to be determined, plus interest thereon at the legal rate. Plaintiff
12 will seek leave to amend this Complaint to set forth the exact amount of consequential and/or
13 incidental damages, when those amounts have been ascertained.

14 [REDACTED]. As a direct result of the acts and/or omissions of Defendants, and each of them, and in
15 pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to the Song-
16 Beverly Act, Plaintiff, in addition to other remedies, are entitled to the recovery of attorneys' fees
17 based upon actual time expended and reasonably incurred, in connection with the commencement
18 and prosecution of this action.

19 [REDACTED] **CAUSE OF ACTION**

20 **Violation of the [REDACTED] – Breach of Implied Warranty**

21 **Against [REDACTED], and Does [REDACTED]**

22 [REDACTED]. Plaintiff incorporates herein by reference [REDACTED] and every allegation contained in the
23 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

24 40. The distribution and sale of the Vehicle was accompanied by the Defendant's implied
25 warranty that the Vehicle was merchantable.

26 41. Furthermore, Defendants, and [REDACTED] of them, impliedly warranted, *inter alia*, that the
27 Vehicle would pass without objection in the trade under the Contract description; that the Vehicle
28 was fit for the ordinary purposes for which it was intended; that the Vehicle was adequately

1 assembled; and/or that the Vehicle conformed to the promises or affirmations of fact made to
2 Plaintiffs.

3 ■. As evidenced by the defects, malfunctions, misadjustments, and/or nonconformities
4 alleged herein, the Vehicle was not merchantable because it did not have the quality that a buyer
5 would reasonably expect; because it could not pass without objection in the trade under the Contract
6 and/or warranty description; because it was not fit for the ordinary purposes for which it was
7 intended; because it was not adequately assembled; and/or because it did not or could not be
8 conformed to the promises or affirmations of fact made to Plaintiff.

9 43. Upon discovery of the Vehicle's nonconformities. Plaintiff took reasonable steps to
10 notify Defendants, and ■ of them, within a reasonable time that the Vehicle did not have the
11 quality that a buyer would reasonably expect and, further, justifiably revoked acceptance of the
12 nonconforming Vehicle.

13 44. Plaintiff hereby gives written notice and justifiably revokes acceptance of the
14 nonconforming Vehicle under the ■. Plaintiff further
15 demands that Defendants cancel the sale, take back the nonconforming Vehicle, refund all the
16 money expended, pay the difference between the value of the Vehicle as accepted and the value the
17 Vehicle would have had if it had been as warranted, and/or pay damages under the *Commercial*
18 *Code*, sections 2711, ■, and ■. Defendants, and ■ of them, have, however, refused to
19 comply.

20 45. Plaintiff hereby gives written notice and makes demand upon Defendants for
21 replacement or restitution, pursuant to the ■. Defendants, and ■ of them, knew of
22 their obligations under the ■; however, despite Plaintiff's demand, Defendants, and
23 ■ of them, have intentionally failed and refused to make restitution or replacement pursuant to the
24 ■.

25 ■. As a result of the acts and/or omissions of the Defendants, and ■ of them, Plaintiff
26 has sustained damage in the amount actually paid or payable under the Contract, plus prejudgment
27 interest thereon at the legal rate. Plaintiff will seek leave to amend this Complaint to set forth the
28 exact amount thereof when that amount is ascertained.

1 47. As a further result of the actions of Defendants, and [REDACTED] of them, Plaintiff has
2 sustained incidental and consequential damages in an amount yet to be determined, plus interest
3 thereon at the legal rate. Plaintiff will seek leave to amend this Complaint to set forth the exact
4 amount of incidental damages when that amount is ascertained.

5 [REDACTED]. As a further result of the actions of Defendants, and [REDACTED] of them, Plaintiff has
6 sustained damages equal to the difference between the value of the Vehicle as accepted and the value
7 the Vehicle would have had if it had been as warranted.

8 49. As a direct result of the acts and/or omissions of Defendants, and [REDACTED] of them, and in
9 pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to the [REDACTED]
10 [REDACTED], Plaintiff, in addition to other remedies, is entitled to the recovery of attorneys' fees
11 based upon actual time expended and reasonably incurred, in connection with the commencement
12 and prosecution of this action.

13 [REDACTED] **OF ACTION**
14 **Violation of the Song-Beverly Act Section 1793.2(b)**
15 **Against [REDACTED], and Does 1 - 20**

16 50. Plaintiff incorporates herein by reference [REDACTED] and every allegation contained in the
17 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

18 51. Pursuant to [REDACTED] (a) a manufacturer that sells
19 consumer goods in [REDACTED], for which it has made an express warranty, shall maintain service and
20 repair facilities or designate and authorize independent service and repair facilities to carry out the
21 terms of those warranties.

22 52. Pursuant to [REDACTED], when service and repair of
23 goods is necessary because they do not conform with the applicable express warranties, service and
24 repair shall be commenced within a reasonable time by the manufacturer or its representative.

25 53. [REDACTED] further states that goods shall be serviced
26 or repaired so as to conform to the applicable warranties within [REDACTED].

27 54. The sale of the Vehicle was accompanied by express warranties, including a warranty
28 guaranteeing that the Vehicle was safe to drive and not equipped with defective parts, including the

1 Engine and Transmission.

2 55. Plaintiff delivered the Vehicle to [REDACTED]'s authorized service
3 representative(s), [REDACTED] and [REDACTED], on multiple occasions.

4 The Vehicle was delivered for repairs of the Engine and the Transmission, which amount to
5 nonconformities to the express warranties that accompanied the sale of the Vehicle.

6 56. Since delivery of the Vehicle to Knight Sunrise Fontana, LLC, [REDACTED]
7 passed and [REDACTED] and [REDACTED] have failed to tender the Vehicle
8 back to Plaintiff in conformance with its warranties.

9 57. Plaintiff is entitled to justifiably revoke acceptance of the Vehicle under Civil Code,
10 section [REDACTED], [REDACTED]

11 58. Plaintiff hereby revokes acceptance of the Vehicle.

12 59. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
13 [REDACTED], [REDACTED]

14 60. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section [REDACTED],
15 [REDACTED] and [REDACTED]

16 61. Plaintiff is entitled to recover any "cover" damages under [REDACTED],
17 [REDACTED], and [REDACTED]

18 62. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
19 [REDACTED], [REDACTED] and [REDACTED], [REDACTED], and 2713 [REDACTED]

20 63. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
21 times the amount of actual damages in that [REDACTED] has willfully failed to comply with
22 its responsibilities under the [REDACTED].

23
24 **PRAYER FOR RELIEF**

25 [REDACTED], Plaintiff prays for judgement against Defendants, as follows:

- 26 1. For general, special and actual damages according to proof at trial;
27 2. For rescission of the contract and restitution of all monies expended;
28 3. For diminution in value;

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- 4. For incidental and consequential damages according to proof at trial;
 - 5. For civil penalty in the amount of two times Plaintiff's actual damages;
 - 6. For prejudgment interest at the legal rate;
 - 7. For revocation of acceptance of the new motor vehicle;
 - 8. For reasonable attorneys' fees and costs of suit; and
 - 9. For such other and further relief as the Court deems just and proper under the
- circumstances.

Dated: [REDACTED]

AMERICAN LEMON LAW GROUP, LLP



[REDACTED], Esq.
for Plaintiff



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 [REDACTED], Esq. (State Bar No. [REDACTED])
 TELEPHONE NO.: [REDACTED] FAX NO.: [REDACTED]
 EMAIL ADDRESS: [REDACTED]
 ATTORNEY FOR (Name): [REDACTED]

STREET ADDRESS: [REDACTED] OF [REDACTED]
 MAILING ADDRESS: [REDACTED]
 CITY AND ZIP CODE: San Bernardino [REDACTED]
 NAME: [REDACTED]

CASE NAME:
 [REDACTED] v. [REDACTED], et. al.

CIVIL CASE COVER SHEET
 (Amount Demanded exceeds [REDACTED]) (Amount demanded is [REDACTED] or less)

Complex Case Designation
 Counter Joinder
 Filed with [REDACTED] by defendant ([REDACTED] Rules of Court, [REDACTED])

FOR COURT USE ONLY
 ELECTRONICALLY FILED
 SUPERIOR COURT OF [REDACTED] NIA
 OF [REDACTED]
 By: [REDACTED], DEPUTY

CASE NUMBER: [REDACTED]
 JUDGE: [REDACTED]
 DEPT.: [REDACTED]


Items [REDACTED] below must be completed (see instructions on [REDACTED]).

1. Check [REDACTED] below for the case type that best describes this case:

<p>Auto Tort <input type="checkbox"/> Auto () <input type="checkbox"/> Uninsured motorist () Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos () <input type="checkbox"/> Product liability () <input type="checkbox"/> Medical malpractice () <input type="checkbox"/> Other PI/PD/WD () Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice () <input type="checkbox"/> Civil rights () <input type="checkbox"/> Defamation () <input type="checkbox"/> Fraud () <input type="checkbox"/> Intellectual property () <input type="checkbox"/> Professional negligence () <input type="checkbox"/> Other non-PI/PD/WD tort () Employment <input type="checkbox"/> Wrongful termination () <input type="checkbox"/> Other employment ()</p>	<p>Contract <input checked="" type="checkbox"/> Breach of contract/warranty () <input type="checkbox"/> [REDACTED] () <input type="checkbox"/> Other collections () <input type="checkbox"/> Insurance coverage () <input type="checkbox"/> Other contract () Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation () <input type="checkbox"/> Wrongful eviction () <input type="checkbox"/> Other real property () Unlawful Detainer <input type="checkbox"/> Commercial () <input type="checkbox"/> Residential () <input type="checkbox"/> Drugs () Judicial Review <input type="checkbox"/> Asset forfeiture () <input type="checkbox"/> Petition re: arbitration award () <input type="checkbox"/> Writ of mandate () <input type="checkbox"/> Other judicial review ()</p>	<p>Provisionally Complex Civil Litigation <input type="checkbox"/> Rules of Court, [REDACTED] () <input type="checkbox"/> Antitrust/Trade regulation (03) () <input type="checkbox"/> Construction defect () () <input type="checkbox"/> Mass tort () <input type="checkbox"/> Securities litigation () <input type="checkbox"/> Environmental/Toxic tort () <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) () Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment () Miscellaneous Civil Complaint <input type="checkbox"/> RICO () <input type="checkbox"/> Other complaint (not specified above) () Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance () <input type="checkbox"/> Other petition (not specified above) (43) ()</p>
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2. This case is is not complex under [REDACTED] of the [REDACTED] / 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 [REDACTED] 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 [REDACTED] 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 [REDACTED].)

Date: [REDACTED]

[REDACTED], Esq. (TYPE OR PRINT NAME)  (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the [REDACTED] filed in the action or proceeding (except small claims case or cases filed under the [REDACTED], [REDACTED], or [REDACTED]). ([REDACTED] Rules of Court, [REDACTED].) 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 [REDACTED] of the [REDACTED], 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 [REDACTED] 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 [redacted]. If you are filing a [redacted] (for example, a complaint) in a civil case, you must complete and file, along with your [redacted], the *Civil Case Cover Sheet* contained on [redacted]. This information will be used to compile statistics about the types and numbers of cases filed. You must complete [redacted] through 6 on the sheet. In [redacted], you must check [redacted] for the case type that best describes the case. If the case fits [redacted] a general and a more specific type of case listed in [redacted], 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 [redacted] type in [redacted] are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the [redacted] filed in a civil case may subject a party, its counsel, or [redacted] to sanctions under [redacted] and [redacted] of the [redacted].

To Parties in [redacted] Collections Cases. A "collections case" under [redacted] is defined as an action for recovery of money owed in a sum stated to be certain that is not [redacted], 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 [redacted] 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 [redacted] collections case will be subject to the requirements for service and obtaining a judgment in [redacted].

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 [redacted] of the [redacted], this must be indicated by completing the appropriate boxes in [redacted] 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 () – Personal Injury/Property Damage/Wrongful Death
- Uninsured Motorist () (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

Other PI/PD/PW (Personal Injury/Property Damage/Wrongful Death)

Tort

- Asbestos ()
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
- Product Liability (not asbestos or toxic/environmental) ()
- Medical Malpractice ()
 - Medical Malpractice – Physicians & Surgeons
 - Other Professional Health Care Malpractice
- Other PI/PD/WD ()
 - 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 ()
- Civil Rights (e.g., discrimination, false arrest) (not civil harassment) ()
- Defamation (e.g., slander, libel) ()
- Fraud ()
- Intellectual Property ()
- Professional Negligence ()
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
- Other Non-PI/PD/WD Tort ()

Employment

- Wrongful Termination ()
- Other Employment ()

Contract

- Breach of Contract/Warranty ()
- 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) ()
- Collection Case – Seller Plaintiff
- Other Promissory Note/Collections Case
- Insurance Coverage (not provisionally complex) ()
 - Auto Subrogation
 - Other Coverage
- Other Contract ()
 - Contractual Fraud
 - Other Contract Dispute

Real Property

- Eminent Domain/Inverse
 - Condemnation ()
- Wrongful Eviction ()
- Other Real Property (e.g., quiet title) ()
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

- Commercial ()
- Residential (32)
- Drugs () (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Detainer

- Asset [redacted] ()
- Petition Re: Arbitration Award ()
- Writ of Mandate ()
 - Writ – Administrative Mandamus
 - Writ – Mandamus on Limited Court Case Matter
 - Writ – Other Limited Court Case Review
- Other Judicial Review ()
 - Review of Health Officer Order
 - Notice of Appeal – Labor Commissioner Appeals

Provisionally [redacted] (Cal.

- [redacted] ()
 - Antitrust/T [redacted] ()
 - Construction Defect ()
 - Claims Involving Mass Tort ()
 - Securities Litigation ()
 - Environmental/Toxic Tort ()
 - Insurance Coverage Claims (arising from provisionally complex case type listed above) ()

Enforcement of Judgment

- Enforcement of Judgment ()
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (non-domestic relations)
 - Sister State Judgment [redacted] (not unpaid taxes)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

- [redacted] ()
- Other Complaint (not specified above) ()
- Declaratory Relief Only
- Injunctive Relief Only (non-harrasment)
- Mechanics Lien
- Other Commercial Complaint Case (non-tort/non-complex)
- Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

- Partnership and Corporate Governance ()
- Other Petition (not specified above) ()
 - Civil [redacted]
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

[REDACTED]

,

[REDACTED]

Service of Process Transmittal Summary

TO: [REDACTED]

RE: Process Served in [REDACTED]

FOR: [REDACTED] (Domestic State: [REDACTED])

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

TITLE OF ACTION: Re: [REDACTED], an individual // To: [REDACTED]

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet(s), Instructions, Notice, Attachment(s), Stipulation(s), Stipulation and Order, Order, [REDACTED] Amended General Order

COURT/AGENCY: [REDACTED]

NATURE OF ACTION: Product Liability Litigation - [REDACTED] - [REDACTED] F [REDACTED], VIN: [REDACTED]

PROCESS SERVED ON: [REDACTED], [REDACTED]

DATE/METHOD OF SERVICE: By Process Server on [REDACTED]

JURISDICTION SERVED: [REDACTED]

APPEARANCE OR ANSWER DUE: Within [REDACTED] after service (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): [REDACTED]

ACTION ITEMS: [REDACTED] has retained the current log, Retain Date: [REDACTED], Expected Purge Date: [REDACTED]
Image SOP

REGISTERED AGENT CONTACT: [REDACTED]

The information contained in this Transmittal is provided by [REDACTED] 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. [REDACTED]

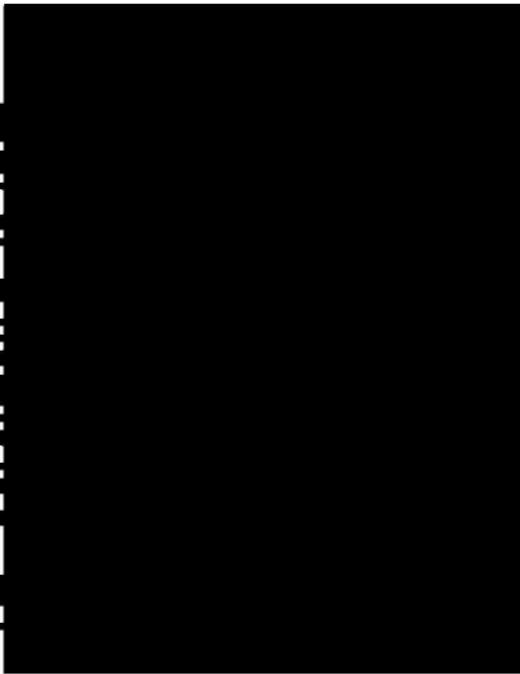
disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: [REDACTED]
Server Name: DROP SERVICE

Entity Served	[REDACTED]
Case Number	[REDACTED]
Jurisdiction	CA

Inserts		



SUMMONS
(CITACION JUDICIAL)

SUM

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

Electronically FILED by

County of

Executive Officer/Clerk of Court,
Deputy Clerk

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

; and DOES 1 through , inclusive

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

, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within . Read the information below.

You have 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-Service Center (www.courtinfo.ca.gov), 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 Web site (www.courtinfo.ca.gov), the (), 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 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 , la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene DE CALENDARIO después que le entreguen esta citación y papeles legales para presentar respuesta por escrito en esta corte y hacer que se entregue copia al demandante. Una o 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 la corte y más información en el (), en la biblioteca leyes su condado o en la corte que le quede más cerca. Si no puede pagar la cuota presentación, pida al secretario la corte que le dé un formulario exención pago 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 remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos un programa servicios legales sin fines lucro. Puede encontrar estos grupos sin fines lucro en el sitio web (www.courtinfo.ca.gov), en el (), o poniéndose en contacto con la corte o el colegio abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación más valor recibida mediante un acuerdo o concesión arbitraje en un caso derecho civil. Tiene que pagar el gravamen la corte antes que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección la corte es): -

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 teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

, Esq. () (213) 358-6428

DATE: 12/15/2023
(Fecha)

, Executive Officer/Clerk of Court
(Secretario)

Clerk, by

R. Perez

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form 0).)

(Para prueba entrega esta citación use el formulario Proof of Service of Summons, (0)).

(SEAL)



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): under:

<input type="checkbox"/> (corporation)	<input type="checkbox"/> (minor)
<input type="checkbox"/> (defunct corporation)	<input type="checkbox"/> CCP (conservatee)
<input type="checkbox"/> CCP (association or partnership)	<input type="checkbox"/> (authorized person)
<input checked="" type="checkbox"/> other (specify): entity form unknown	
- by personal delivery on (date): 1-8-2024

Electronically FILED by
Superior Court of California,
of [REDACTED]
Executive Officer/Clerk of Court,
By [REDACTED], [REDACTED] Clerk

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[REDACTED] ([REDACTED])
[REDACTED] ([REDACTED])
[REDACTED] ([REDACTED])
[REDACTED]
[REDACTED]
Telephone: [REDACTED]
Facsimile: ([REDACTED])
Email: [REDACTED]

[REDACTED] for Plaintiff,
[REDACTED], an individual

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF [REDACTED]**

[REDACTED], an individual,

Plaintiff,

vs.

[REDACTED]; and DOES 1
through [REDACTED], inclusive

Defendants.

Case No.: [REDACTED]

UNLIMITED JURISDICTION

**COMPLAINT FOR VIOLATION OF
STATUTORY OBLIGATIONS (SONG-
BEVERLY CONSUMER WARRANTY
[REDACTED] CIVIL CODE §§ 1790-1795.8)**

DEMAND FOR JURY TRIAL



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 Defendants, [REDACTED] ("1" or
4 "Defendant [REDACTED]") and DOES 1 through [REDACTED], inclusive, as follows:

5 PARTIES

6 1. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff, [REDACTED]
7 [REDACTED].

8 2. Plaintiff, is, and at all times mentioned herein was, a resident in the State of
9 [REDACTED].

10 3. Defendant [REDACTED] is, and at all times mentioned herein was, a corporation organized
11 and in existence under the laws of the State of [REDACTED] and registered with the [REDACTED]
12 Department of Corporations to conduct business in the State of [REDACTED]. Defendant [REDACTED] is, and
13 at all times mentioned herein was, engaged in the design, manufacture, construction, assembly,
14 marketing, sale, and distribution of automobiles, motor vehicles and other related components and
15 services in [REDACTED]. Manufacturer [REDACTED] is also in the business of selling
16 written warranties to the public at large through a system of privately owned service and repair
17 shops.

18 4. Plaintiff is ignorant of the true names and/or capacities, whether individual,
19 corporate, associate, or otherwise, of defendants DOES 1 through [REDACTED], inclusive, and [REDACTED] of them.
20 Plaintiff will amend this Complaint and state the true names and/or capacities of said fictitiously
21 named defendants when the same have been ascertained.

22 GENERAL ALLEGATIONS

23 5. On or about [REDACTED], in exchange for valuable consideration, Plaintiff
24 purchased a [REDACTED] [REDACTED] [REDACTED] (hereinafter "Vehicle"), manufactured and/or distributed by
25 Defendant, with corresponding Vehicle Identification Number [REDACTED].

26 6. The total amount paid and payable, incidental and consequential damages and civil
27 penalties exceeds [REDACTED].

1 7. Plaintiff purchased the Vehicle primarily for personal, family, or household
2 purposes.

3 8. Plaintiff purchased the Vehicle from a person or entity in the business of
4 manufacturing, distributing, or selling consumer goods at retail.

5 9. Plaintiff received an express written warranty in which [REDACTED] [REDACTED] undertook
6 to preserve or maintain the utility or performance of the Vehicle or to provide compensation if
7 there is a failure in utility or performance for a specified period of time. The warranty provided,
8 in relevant part, that in the event a defect developed with the Vehicle during the warranty period,
9 Plaintiff could deliver the Vehicle for repair services to a repair shop and the Vehicle would be
10 repaired.

11 10. After Plaintiff took possession of the Vehicle and during the warranty period, the
12 Vehicle contained or developed defects, listed below, that substantially impair the use, safety,
13 and/or value of the Vehicle.

14 11. During the warranty period, the Vehicle contained or developed defects, including,
15 but not limited to the following:

- 16 a. Defective body system;
- 17 b. Defective powertrain system;
- 18 c. Defective safety system;
- 19 d. Defective electrical system;
- 20 e. Defective braking system;
- 21 f. Defective noise system; and
- 22 g. Any additional complaints made by Plaintiff, whether or not they are

23 contained in the records or on any repair orders.

24 12. The defects listed above violate the express written warranties issued by [REDACTED]
25 [REDACTED], as well as the implied warranty of merchantability.

26 13. Plaintiff provided [REDACTED] [REDACTED] sufficient opportunity to service or repair the
27 Vehicle.

28

1 14. [REDACTED] was unable and/or failed to service or repair the Vehicle within a
2 reasonable number of attempts.

3 15. Said defects have substantially impaired the safety, use and/or value of the Vehicle.

4 16. Said defects could not have been discovered by Plaintiff prior to Plaintiff's
5 acceptance of the Vehicle.

6 [REDACTED]. Plaintiff has been and will continue to be financially damaged due to [REDACTED]'s
7 failure to comply with the provisions of the express and implied warranties.

8 **[REDACTED] OF ACTION**

9 **BY PLAINTIFF AGAINST DEFENDANT [REDACTED],**

10 **VIOLATION OF [REDACTED]**

11 18. Plaintiff re-alleges and incorporates herein by reference [REDACTED] and every allegation
12 and statement contained in [REDACTED] through [REDACTED], inclusive, of the General Allegations, above.

13 19. Plaintiff presented the Vehicle for repair to [REDACTED] for various defects that
14 substantially impair the safety, use and/or value of the Vehicle.

15 20. [REDACTED] has been unable to service or repair the Vehicle to conform to the
16 applicable express warranties after a reasonable number of opportunities. Despite this fact,
17 [REDACTED] failed to promptly replace the Vehicle or make restitution to Plaintiff as required by
18 [REDACTED] and [REDACTED].

19 21. Plaintiff has been damaged by [REDACTED]'s failure to comply with its
20 obligations pursuant to [REDACTED], and therefore brings this Cause
21 of Action pursuant to [REDACTED].

22 22. [REDACTED]'s failure to comply with its obligations under Civil Code section
23 1793.2, [REDACTED] (d) was willful, in that [REDACTED] was aware that it was unable to
24 service or repair the Vehicle to conform to the applicable express warranties after a reasonable
25 number of repair attempts, yet [REDACTED] failed and refused to promptly replace the Vehicle
26 or make restitution. Accordingly, Plaintiff is entitled to a civil penalty of [REDACTED] Plaintiff's
27 actual damages pursuant to [REDACTED].

THIRD CAUSE OF ACTION

BY PLAINTIFF AGAINST DEFENDANT [REDACTED],

VIOLATION OF [REDACTED]

29. Plaintiff re-alleges and incorporates herein by reference [REDACTED] and every allegation and statement contained in [REDACTED] through [REDACTED], inclusive, of the General Allegations, above.

30. In violation of [REDACTED], [REDACTED] failed to make available to the privately owned service and repair shops sufficient service literature and replacement parts to effect repairs during the express warranty period. Plaintiff has been damaged by [REDACTED]'s failure to comply with its obligations pursuant to Civil Code section 1793.2(a)(3), and therefore brings this Cause of Action pursuant to Civil Code section 1794.

[REDACTED]. [REDACTED]'s failure to comply with its obligations under Civil Code section 1793.2, [REDACTED] was wilful, in that [REDACTED] knew of its obligation to provide literature and replacement parts sufficient to allow the privately owned service and repair shops to effect repairs during the warranty period, yet [REDACTED] failed to take any action to correct its failure to comply with the law. Accordingly, Plaintiff is entitled to a civil penalty of [REDACTED] Plaintiff's actual damages; pursuant to [REDACTED].

OF ACTION

BY PLAINTIFF AGAINST DEFENDANT [REDACTED],

BREACH OF EXPRESS WRITTEN WARRANTY

CIVIL CODE SECTION 1791.2 SUBDIVISION (a); SECTION 1794

32. Plaintiff re-alleges and incorporates herein by reference [REDACTED] and every allegation and statement contained in [REDACTED] through [REDACTED], inclusive, of the General Allegations, above.

[REDACTED]. In accordance with [REDACTED]'s warranty, Plaintiff delivered the Vehicle to [REDACTED] and/or the privately owned service and repair shops in this state to perform warranty repairs. Plaintiff did so within a reasonable time. [REDACTED] Plaintiff delivered the Vehicle, Plaintiff notified [REDACTED] and/or the privately owned service and repair shops of the characteristics of the defects. [REDACTED]; [REDACTED] and/or the privately owned service

1 and repair shops failed to repair the Vehicle, br[redacted]ing the terms of the written warranty on [redacted]
2 occasion.

3 [redacted]. Plaintiff has been damaged by [redacted] [redacted]'s failure to comply with its
4 obligations under the express warranty, and therefore brings this Cause of Action pursuant to
5 [redacted].

6 [redacted]. [redacted] [redacted]'s failure to comply with its obligations under the express warranty
7 was willful, in that [redacted] [redacted] was aware that it was obligated to repair the Defects, but they
8 intentionally refused to do so. Accordingly, Plaintiff is entitled to a civil penalty of [redacted] of
9 Plaintiff's actual damages pursuant to [redacted].

10 **[redacted] CAUSE OF ACTION**

11 **BY PLAINTIFF AGAINST DEFENDANT [redacted],**

12 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

13 **CIVIL CODE SECTION 1791.1; SECTION 1794**

14 36. Plaintiff re-alleges and incorporates herein by reference [redacted] and every allegation
15 and statement contained in [redacted] through [redacted], inclusive, of the General Allegations, above.

16 37. Pursuant to [redacted], the sale of the Vehicle was accompanied by
17 [redacted] [redacted]'s implied warranty of merchantability. Pursuant to [redacted], the
18 duration of the implied warranty is coextensive in duration with the duration of the express written
19 warranty provided by [redacted] [redacted], except that the duration is not to exceed [redacted].

20 38. Pursuant to [redacted], the implied warranty of merchantability
21 means and includes that the Vehicle will comply with [redacted] of the following requirements: (1) The
22 Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is
23 fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately
24 contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations
25 of fact made on the container or label.

26 39. On or about the date Plaintiff acquired the Vehicle, or within [redacted] thereafter,
27 the Vehicle contained or developed the defects set forth above. The existence of [redacted] of these
28 defects constitutes a br[redacted] of the implied warranty because the Vehicle (1) does not pass without

1 objection in the trade under the contract description, (2) is not fit for the ordinary purposes for
2 which such goods are used, (3) is not adequately contained, packaged, and labelled, and (4) does
3 not conform to the promises or affirmations of fact made on the container or label.

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

7 **PRAYER**

8 PLAINTIFF PRAYS for judgment against Defendant as follows:

- 9 a. For Plaintiff's actual damages in the amount according to proof at trial;
10 b. For restitution;
11 c. For a civil penalty in the amount of [REDACTED] Plaintiff's actual damages
12 pursuant to [REDACTED], [REDACTED] c) or (e);
13 d. For any consequential and incidental damages;
14 e. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to
15 [REDACTED], [REDACTED];
16 f. For prejudgment interest at the legal rate; and
17 g. For such other relief as the Court may deem proper.

18 **DEMAND FOR JURY TRIAL**

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

20
21 Dated: [REDACTED]

22 By: [REDACTED]
23 [REDACTED], Esq.
24 [REDACTED], Esq.
25 [REDACTED], Esq.
26 Attorneys for Plaintiff,
27 [REDACTED]
28

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing []. If you are filing a [] (for example, a complaint) in a civil case, you must complete and file, along with your [], the Civil Case Cover Sheet contained on []. This information will be used to compile statistics about the types and numbers of cases filed. You must complete [] through 6 on the sheet. In [], you must check [] for the case type that best describes the case. If the case fits [] a general and a more specific type of case listed in [], 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 [] type in [] are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the [] filed in a civil case may subject a party, its counsel, or [] to sanctions under [] and [] of the [].

To Parties in [] Collections Cases. A "collections case" under [] is defined as an action for recovery of money owed in a sum stated to be certain that is not [], 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 [] 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 [] collections case will be subject to the requirements for service and obtaining a judgment in [].

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 [] of the [], this must be indicated by completing the appropriate boxes in [] 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 [] 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 [] (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 []
 Asbestos Property Damage
 Asbestos Personal Injury/Wrongful Death
 Product [] (not asbestos or toxic/environmental) []
 Medical Malpractice []
 Medical Malpractice—Physicians & Surgeons
 Other Professional Health Care Malpractice
 Other [] []
 Premises [] (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 []
 Civil Rights (e.g., discrimination, false arrest) (not civil harassment) []
 Defamation (e.g., slander, libel) []
 Fraud []
 Intellectual Property []
 Professional Negligence []
 Legal Malpractice
 Other Professional Malpractice (not medical or legal)
 Other Non-PI/PD/WD Tort []

Employment

Wrongful Termination []
 Other Employment []

Contract

Breach of Contract/Warranty []
 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) []
 Collection Case—Seller Plaintiff
 Other Promissory Note/Collections Case
 Insurance Coverage (not provisionally complex) []
 Auto Subrogation
 Other Coverage
 Other Contract (37)
 Contractual Fraud
 Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation []
 Wrongful Eviction []
 Other Real Property (e.g., quiet title) []
 Writ of Possession of Real Property
 Mortgage Foreclosure
 Quiet Title
 Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial []
 Residential []
 Drugs [] (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

Judicial Review

Asset Forfeiture []
 Petition Re: Arbitration Award []
 Writ of Mandate []
 Writ—Administrative Mandamus
 Writ—Mandamus on Limited Court Case Matter
 Writ—Other Limited Court Case Review
 Other Judicial Review []
 Review of Health Officer Order
 Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. [] of Court [] [])

Antitrust [] [] []
 Construction Defect []
 Claims Involving Mass Tort []
 Securities Litigation []
 Environmental/Toxic Tort []
 Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment []
 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 []
 Other Complaint (not specified above) []
 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 []
 Other Petition (not specified above) []
 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. [REDACTED]	CASE NUMBER [REDACTED]
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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 [REDACTED] in all new civil case filings in the [REDACTED]

[REDACTED]: After completing the Civil Case Cover Sheet (Judicial Council form [REDACTED]), find the exact case type in [REDACTED] that corresponds to the case type indicated in the Civil Case Cover Sheet.

[REDACTED]: In [REDACTED], check the box for the type of action that best describes the nature of the case.

[REDACTED]: In [REDACTED], circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location ([REDACTED])

1. Class Actions must be filed in the [REDACTED]	7. Location where petitioner lives.
2. Permissive filing in [REDACTED]	8. Location wherein defendant/respondent functions wholly or in part.
3. Location where cause of action arose.	9. Location where [REDACTED] or more of the parties reside.
4. Mandatory personal injury filing in [REDACTED]	10. Location of [REDACTED]
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only [REDACTED])	C Applicable Reasons (See [REDACTED] above)	
Personal Injury Cases Assigned to the Personal Injury Hub Courts				
Auto Tort	Auto ([REDACTED])	[REDACTED] Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, [REDACTED]	
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, [REDACTED]	
	Other Personal Injury/ Property Damage/ Wrongful Death ([REDACTED])	[REDACTED] Premise [REDACTED] (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)		1, 4, 11
		[REDACTED] Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)		1, [REDACTED]
		<input type="checkbox"/> [REDACTED] Intentional Infliction of Emotional Distress		1, [REDACTED]
<input type="checkbox"/> [REDACTED] Other Personal Injury/Property Damage/Wrongful Death			1, [REDACTED]	
	<input type="checkbox"/> 2307 Construction Accidents		1, [REDACTED]	

SHORT TITLE [REDACTED] v. [REDACTED]	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only [REDACTED])	C Applicable Reasons (See [REDACTED] above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability ([REDACTED])	[REDACTED] Liability (not asbestos or toxic/ environmental) [REDACTED] Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) ([REDACTED])	[REDACTED] [REDACTED] ⑤
	Medical Malpractice (45)	[REDACTED] Medical Malpractice – Physicians & Surgeons [REDACTED] Other Professional Health Case Malpractice	[REDACTED] [REDACTED]
	Other Personal Injury / Property Damage / Wrongful Death ([REDACTED])	[REDACTED] Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility [REDACTED] Intentional Conduct – Sexual Abuse Case (in any form) [REDACTED] Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	[REDACTED] [REDACTED] [REDACTED]
Other Civil Cases Assigned to Independent Calendar Courts			
Non-Personal Injury/Property Damage /Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> 0701 Other Commercial/Business Tort (not fraud or breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> 0801 Civil Rights/Discrimination	1, 2, 3
	Defamation ([REDACTED])	[REDACTED] Defamation (slander/libel)	1, 2, 3
	Fraud (16)	[REDACTED] Fraud (no contract)	1, 2, 3
	Professional Negligence ([REDACTED])	<input type="checkbox"/> 2501 Legal Malpractice [REDACTED] Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other ([REDACTED])	<input type="checkbox"/> [REDACTED] Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	[REDACTED] Wrongful Termination	1, 2, 3
	Other Employment (15)	[REDACTED] Other Employment Complaint Case <input type="checkbox"/> [REDACTED] or Appeals	1, 2, 3 10
Contract	Breach of Contract / Warranty ([REDACTED]) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) [REDACTED] Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence) [REDACTED] Negligent Breach of Contract/Warranty (no fraud)	2, 5 [REDACTED] 1, [REDACTED]

SHORT TITLE [REDACTED] v. [REDACTED]	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only [REDACTED])	C Applicable Reasons (See [REDACTED] above)
Contract	Breach of Contract/ Warranty ([REDACTED]) (not insurance)	[REDACTED] Other Breach of Contract/Warranty (no fraud/ negligence) [REDACTED] Breach of Rental/Lease Contract ([REDACTED] Rental Debt)	1, [REDACTED] [REDACTED]
	Collections ([REDACTED])	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff [REDACTED] Other Promissory Note/Collections Case [REDACTED] Collections Case – Purchased Debt (charged off consumer debt purchased on or after [REDACTED]) [REDACTED] Collections Case – [REDACTED] Rental Debt	5, 6, [REDACTED] 5, [REDACTED] 5, 6, [REDACTED] 5, [REDACTED]
	Insurance Coverage ([REDACTED])	[REDACTED] Insurance Coverage (not complex)	1, [REDACTED], 8
	Other Contract ([REDACTED])	[REDACTED] Contractual Fraud [REDACTED] Tortious Interference [REDACTED] Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Insurance Coverage ([REDACTED])	[REDACTED] Insurance Coverage (not complex)	1, [REDACTED], 8
Real Property	Eminent Domain/ Inverse Condemnation ([REDACTED])	[REDACTED] Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property ([REDACTED])	[REDACTED] Mortgage Foreclosure [REDACTED] Quiet Title [REDACTED] Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Other Real Property ([REDACTED])	[REDACTED] Mortgage Foreclosure [REDACTED] Quiet Title [REDACTED] Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
Unlawful Detainer	Unlawful Detainer – Commercial ([REDACTED])	[REDACTED] Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, [REDACTED]
	Unlawful Detainer – Residential ([REDACTED])	[REDACTED] Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, [REDACTED]
	Unlawful Detainer – Post Foreclosure ([REDACTED])	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	[REDACTED], [REDACTED]
	Unlawful Detainer – Drugs ([REDACTED])	[REDACTED] Unlawful Detainer – Drugs	[REDACTED], [REDACTED]
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration ([REDACTED])	[REDACTED] Petition to Compel/Confirm/Vacate Arbitration	[REDACTED]
	Writ of Mandate ([REDACTED])	[REDACTED] Writ – Administrative Mandamus [REDACTED] Writ – Mandamus on Limited Court Case Matter [REDACTED] Writ – [REDACTED] Limited Court Case Review	2, 8 2 2

SHORT TITLE [REDACTED] v. Ford Motor Company	CASE NUMBER [REDACTED]
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only [REDACTED])	C Applicable Reasons (See [REDACTED] above)
Judicial Review	Other Judicial Review (39)	<input checked="" type="checkbox"/> [REDACTED] Other Writ/Judicial Review <input checked="" type="checkbox"/> [REDACTED] Administrative Hearing <input checked="" type="checkbox"/> [REDACTED] Parking Appeal	<input checked="" type="checkbox"/> 8 <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
Provisionally Complex Litigation	[REDACTED] Trade [REDACTED] ([REDACTED])	<input checked="" type="checkbox"/> [REDACTED] Trade [REDACTED]	[REDACTED] 8
	Asbestos ([REDACTED])	<input checked="" type="checkbox"/> [REDACTED] Asbestos Property Damage <input type="checkbox"/> [REDACTED] Asbestos Personal Injury/Wrongful Death	1, 11 1, 11
	Construction Defect ([REDACTED])	<input checked="" type="checkbox"/> [REDACTED] Construction Defect	[REDACTED], 3
	Claims Involving Mass Tort ([REDACTED])	<input checked="" type="checkbox"/> [REDACTED] Claims Involving Mass Tort	[REDACTED]
	Securities Litigation (28)	<input checked="" type="checkbox"/> [REDACTED] Securities Litigation Case	[REDACTED]
	Toxic Tort Environmental ([REDACTED])	<input checked="" type="checkbox"/> [REDACTED] Toxic Tort/Environmental	[REDACTED], 3, 8
	Insurance Coverage Claims from Complex Case ([REDACTED])	<input type="checkbox"/> [REDACTED] Insurance Coverage/Subrogation (complex case only)	[REDACTED], 5, 8
Enforcement of Judgment	Enforcement of Judgment ([REDACTED])	<input checked="" type="checkbox"/> [REDACTED] Sister State Judgment <input checked="" type="checkbox"/> [REDACTED] Abstract of Judgment <input checked="" type="checkbox"/> [REDACTED] Confession of Judgment (non-domestic relations) <input checked="" type="checkbox"/> [REDACTED] [REDACTED] (not unpaid taxes) <input type="checkbox"/> [REDACTED] Petition/Certificate for Entry of Judgment Unpaid Tax <input checked="" type="checkbox"/> [REDACTED] Other Enforcement of Judgment Case	2, 5, 11 [REDACTED] 6 2, 9 2, 8 [REDACTED] [REDACTED], 9
Miscellaneous Civil Complaints	[REDACTED] ([REDACTED])	<input checked="" type="checkbox"/> [REDACTED] Racketeering ([REDACTED]) Case	[REDACTED]
	Other Complaints (not specified above) (42)	<input checked="" type="checkbox"/> [REDACTED] 201 Declaratory Relief Only <input checked="" type="checkbox"/> [REDACTED] Injunctive Relief Only (not domestic/harassment) <input checked="" type="checkbox"/> [REDACTED] Other Commercial Complaint Case (non-tort/non-complex) <input checked="" type="checkbox"/> [REDACTED] Other Civil Complaint (non-tort/non-complex)	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
	Partnership Corporation Governance ([REDACTED])	<input checked="" type="checkbox"/> [REDACTED] Partnership and Corporation Governance Case	[REDACTED]
	Other Petitions (not specified above) (43)	<input checked="" type="checkbox"/> [REDACTED] Civil Harassment with Damages <input checked="" type="checkbox"/> [REDACTED] Workplace Harassment with Damages	2, 3, 9 2, 3, 9

[REDACTED]
For Mandatory Use

**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

[REDACTED] Local [REDACTED]

[REDACTED]

SHORT TITLE [REDACTED] v. [REDACTED]	CASE NUMBER [REDACTED]
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only [REDACTED])	C Applicable Reasons (See [REDACTED] above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) ([REDACTED])	<input type="checkbox"/> [REDACTED] Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> [REDACTED] Election Contest	2
		<input type="checkbox"/> [REDACTED] Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> [REDACTED] Petition for Relief from Late [REDACTED]	2, 3, 8
		<input type="checkbox"/> [REDACTED] Other Civil Petition	2, 9

[REDACTED]: **Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under [REDACTED] for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1 [REDACTED] <input type="checkbox"/> 2 [REDACTED] <input type="checkbox"/> 3 [REDACTED] <input type="checkbox"/> 4 [REDACTED] <input checked="" type="checkbox"/> 5 [REDACTED] <input type="checkbox"/> 6 [REDACTED] <input type="checkbox"/> 7 [REDACTED] <input type="checkbox"/> 8 [REDACTED] <input type="checkbox"/> 9 [REDACTED] <input type="checkbox"/> 10 [REDACTED] <input type="checkbox"/> 11 [REDACTED]			ADDRESS: [REDACTED]
CITY: [REDACTED]	STATE: [REDACTED]	ZIP CODE: [REDACTED]	

[REDACTED]: **Certification of Assignment:** I certify that this case is properly filed in the [REDACTED] of the [REDACTED], [REDACTED] [REDACTED], and [REDACTED].

Dated: [REDACTED]



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial [REDACTED] form [REDACTED].
4. Civil Case Cover Sheet Addendum and Statement of Location form [REDACTED] ([REDACTED]).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial [REDACTED] form [REDACTED], if the plaintiff or petitioner is a minor [REDACTED] of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

Reserved for Clerk's File Stamp

**SUPERIOR COURT OF [REDACTED]
COUNTY OF LOS ANGELES**

COURTHOUSE ADDRESS:

111 North Hill Street, Los Angeles, CA 90012

**NOTICE OF CASE ASSIGNMENT
UNLIMITED CIVIL CASE**

FILED
Superior Court of California
County of [REDACTED]

David W. Slayton, Executive Officer / Clerk [REDACTED]

By: [REDACTED] Deputy

Your case is assigned for all purposes to the judicial officer indicated below.

CASE NUMBER:

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	[REDACTED]	[REDACTED]					

This investigation document contains the first fifty pages. You may request the full version through NHTSA.ODI.CED@dot.gov. Requests are answered as resources allow and in the order they are received.

Given to the Plaintiff/Cross-Complainant/Attorney of Record [REDACTED], Executive Officer / Clerk of Court

on [REDACTED] (Date) By [REDACTED], Deputy Clerk

[REDACTED] (Rev [REDACTED])
LASC Approved [REDACTED]

NOTICE OF CASE ASSIGNMENT – UNLIMITED CIVIL CASE

