

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

[REDACTED]

[REDACTED]

[REDACTED]

Service of Process Transmittal Summary

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

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Summons, Cover Sheet(s), Attachment(s), Complaint, Exhibit(s), Notice(s)

COURT/AGENCY: Los Angeles County - Superior Court, CA, CA
Case [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Ford Flex bearing vehicle identification number [REDACTED]

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 11/05/2024 at 10:54

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S)/SENDER(S): Norman F. Taylor
NORMAN TAYLOR & ASSOCIATES
425 West Broadway, Suite 220
Glendale, CA 91204
818-244-3905

ACTION ITEMS: CT has retained the current log, Retain Date: 11/06/2024, Expected Purge Date: 11/11/2024

Image SOP

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

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

PROCESS SERVER DELIVERY DETAILS

Date: Tue, Nov 5, 2024
Server Name: Janney and Janney

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

Inserts		



SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FORD MOTOR COMPANY, a corporation; FORD OF WEST COVINA, a business entity, form unknown; and DOES 1 through 50, 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)

FILED

Superior Court of California
County of Los Angeles

10/31/2024

David W. Stoyan, Executive Officer / Clerk of Court

By: J. Gonzalez Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Los Angeles County Superior Court - East Judicial District
400 Civic Center Plaza, Pomona, CA 91766

CASE NUMBER
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Norman Taylor and Associates, 425 West Broadway, Suite 220, Glendale, CA 91204; (818) 244-3905

DATE:
(Fecha) 10/31/2024

Clerk, by
(Secretario)

David W. Stoyan, Executive Officer / Clerk of Court

J. Gonzalez

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **Ford Motor Company, a corporation**

under: ☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

Page 1 of 1



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Norman F. Taylor, Esq. (SBN 127325) 425 West Broadway, Suite 220, Glendale, CA 91204 TELEPHONE NO.: (818) 244-3905 FAX NO.: (818) 244-6052 EMAIL ADDRESS: eservice@normantaylor.com ATTORNEY FOR (Name): Plaintiff, [REDACTED]		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 10/31/2024 1:53 PM David W. Slayton, Executive Officer/Clerk of Court, By J. Gonzalez, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 400 Civic Center Plaza MAILING ADDRESS: 400 Civic Center Plaza CITY AND ZIP CODE: Pomona, CA 91766 BRANCH NAME: Pomona Courthouse South		
CASE NAME: [REDACTED] v. Ford Motor Company, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000)	<input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: [REDACTED] JUDGE: [REDACTED] DEPT.: [REDACTED]

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PI/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PI/WD (23) Non-PI/PI/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PI/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

a. <input type="checkbox"/> Large number of separately represented parties b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve c. <input type="checkbox"/> Substantial amount of documentary evidence	d. <input type="checkbox"/> Large number of witnesses e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court f. <input type="checkbox"/> Substantial postjudgment judicial supervision
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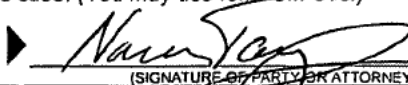
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 2 (Two)

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-045.)

Date: October 23, 2024

Norman F. Taylor, Esq. ▶ 

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE • Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. • File this cover sheet in addition to any cover sheet required by local court rule. • If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. • Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.		Page 1 of 2
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INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (not asbestos or toxic/environmental) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice

Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (not medical or legal)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (not unlawful detainer or wrongful eviction)
Contract/Warranty Breach—Seller
Plaintiff (not fraud or negligence)
Negligent Breach of Contract/Warranty

Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (not provisionally complex) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)
Judicial Review

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (non-domestic relations)
Sister State Judgment
Administrative Agency Award (not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (not specified above) (42)
Declaratory Relief Only
Injunctive Relief Only (non-harassment)
Mechanics Lien
Other Commercial Complaint Case (non-tort/non-complex)
Other Civil Complaint (non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (not specified above) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE v. Ford Motor Company, et al.	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
 (CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)	
1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE v. Ford Motor Company, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
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 (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE

v. Ford Motor Company, et al.

CASE NUMBER

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
<input type="checkbox"/> 3903 Parking Appeal		2, 8	
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE v. Ford Motor Company, et al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
		<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

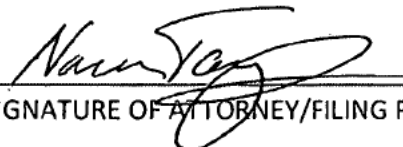
SHORT TITLE v. Ford Motor Company, et al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 2000 Garvey Ave. S
CITY: West Covina	STATE: CA	ZIP CODE: 91791	

Step 5: Certification of Assignment: I certify that this case is properly filed in the East Judicial District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 10/23/2024


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

1 Norman F. Taylor, Esq. (SBN: 127325)
2 **NORMAN TAYLOR & ASSOCIATES**
3 425 West Broadway, Suite 220
4 Glendale, California 91204-1269
5 Telephone: 818.244.3905
6 Facsimile: 818.244.6052
7 eservice@normantaylor.com

8 Attorney for Plaintiff,
9 [REDACTED]

Electronically FILED by
Superior Court of California,
County of Los Angeles
10/31/2024 1:53 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Gonzalez, Deputy Clerk

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – EAST JUDICIAL DISTRICT

11 [REDACTED] an individual,

12 Plaintiff,

13 vs.

14 FORD MOTOR COMPANY, a corporation;
15 FORD OF WEST COVINA, a business entity,
16 form unknown; and DOES 1 through 50,
17 inclusive,

18 Defendants.

Case No.: [REDACTED]

**COMPLAINT RE VIOLATION OF THE
SONG-BEVERLY CONSUMER
WARRANTY ACT [“ACT”] {Civil Code §§
1790 et seq.}**

1. **BREACH OF EXPRESS
WARRANTY OBLIGATIONS
UNDER THE ACT;**
2. **BREACH OF IMPLIED
WARRANTY OBLIGATIONS
UNDER THE ACT**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE

Amount In Controversy Exceeds \$35,000

26 Plaintiff, [REDACTED], (hereinafter referred to as “PLAINTIFF”), hereby
27 alleges as follows:

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6. PLAINTIFF is informed and believes, and thereon alleges, that before September 21, 2018, Defendants FORD and/or DOES 1 through 20, inclusive, and each of them (hereinafter individually and collectively referred to as the "MANUFACTURER"), manufactured and/or distributed, in the United States and the State of California, a consumer good identified as a 2018 Ford Flex bearing vehicle identification number [REDACTED] (hereinafter referred to as the "SUBJECT VEHICLE"), for its eventual sale to retail buyers.

7. At all times mentioned herein, the SUBJECT VEHICLE was, and is, a "new motor vehicle" as defined at Civil Code § 1793.22(e)(2) of the Song-Beverly Consumer Warranty Act, Civil Code §§ 1790 et seq. (hereinafter referred to as the "ACT"), in that said SUBJECT VEHICLE was a new motor vehicle purchased with the MANUFACTURER's new car warranty.

8. On or about September 21, 2018, PLAINTIFF purchased the SUBJECT VEHICLE for personal, family, and/or household purposes, from Defendant FORD OF WEST COVINA, an authorized dealer and agent of MANUFACTURER, and/or DOES 21 through 50, inclusive, and each of them (hereinafter individually and collectively referred to as "DEALER"), retail merchants authorized by MANUFACTURER to do business in the State of California on behalf of MANUFACTURER, for a total consideration over the term of the contract for \$41,738.76.

9. The SUBJECT VEHICLE was sold to PLAINTIFF with express warranties that the SUBJECT VEHICLE would be free from defects in materials, nonconformities, or workmanship during the applicable warranty period and to the extent the SUBJECT VEHICLE had defects, FORD would repair the defects. A true and correct copy of relevant portions of FORD's express warranty is attached hereto as Exhibit "A" and incorporated by this reference.

10. PLAINTIFF duly performed all the conditions on her part under the purchase contract and under each of the express warranties referenced above, except insofar as the acts and/or omissions of all Defendants herein, and each of them, as hereinafter alleged, prevented and/or excused such performance.

11. a) On or about September 9, 2019, and at an odometer reading of or around 17,891 miles, PLAINTIFF returned the SUBJECT VEHICLE to Defendants for repairs under the warranties referenced above because it exhibited defects, nonconformities, maladjustments or malfunctions

1 relating to, *inter alia*, transmission skips at times during acceleration.

2 b) Subsequently, the SUBJECT VEHICLE exhibited further and additional
3 defects, nonconformities, maladjustments or malfunctions in the same components or systems
4 including but not limited to rear camera not working, vehicle has a knocking noise from engine area
5 and has engine oil leak, .

6 12. a) On each occasion on which the SUBJECT VEHICLE exhibited defects, non-
7 conformities, misadjustments, or malfunctions, as hereinabove described, PLAINTIFF notified
8 MANUFACTURER, through FORD OF WEST COVINA or one of MANUFACTURER'S other
9 authorized service and repair facilities, within a reasonable time after PLAINTIFF's discovery thereof.

10 b) On each occasion of notification, PLAINTIFF attempted to invoke the
11 applicable warranties, demanding that the authorized repair facilities repair such nonconformities
12 pursuant to the warranties.

13 13. a) On each such occasion, Defendants, and each of them, represented to
14 PLAINTIFF that they could and would make the SUBJECT VEHICLE conform to the applicable
15 warranties, and/or that they had successfully repaired the SUBJECT VEHICLE.

16 b) However, Defendants, and each of them, failed to make the SUBJECT
17 VEHICLE conform to the applicable warranties, despite a reasonable number of attempts to do so.

18 14. PLAINTIFF discovered that Defendants, and each of them, were unable or unwilling
19 to make the SUBJECT VEHICLE conform to the applicable warranties.

20
21 **FIRST CAUSE OF ACTION**

22 **(Breach of Express Warranty Obligations Under the ACT)**

23 **(Against Defendants FORD MOTOR COMPANY and Does 1 through 50, inclusive)**

24 15. PLAINTIFF realleges each and every paragraph contained in the GENERAL
25 ALLEGATIONS set forth hereinabove, and hereby incorporates them by this reference as though
26 fully set forth herein.

27 16. The actions of MANUFACTURER and Doe Defendants, and each of them, in failing
28 to perform the proper repairs, parts replacements, and/or adjustments to make the SUBJECT
VEHICLE conform to the applicable express warranties constitute a breach of the express warranties

1 that MANUFACTURER provided to PLAINTIFF, thereby breaching MANUFACTURER and Doe
2 Defendants' obligations under the ACT.

3 17. a) As the result of the actions of MANUFACTURER and Doe Defendants, and
4 each of them, and pursuant to the provisions of the ACT, PLAINTIFF is entitled to replacement of the
5 SUBJECT VEHICLE, or restitution of the amount actually paid or payable under the contract, at
6 PLAINTIFF's option, plus prejudgment interest thereon at the legal rate.

7 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth
8 the exact amount of restitution and interest, upon election, when ascertained.

9 18. a) As a further result of the actions of MANUFACTURER and Doe Defendants,
10 and each of them, and pursuant to the ACT, PLAINTIFF has sustained and are entitled to incidental
11 damages in an amount yet to be determined, plus interest thereon at the legal rate.

12 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth
13 the exact amount of incidental damages when ascertained.

14 19. a) As a further result of the actions of MANUFACTURER and Doe Defendants,
15 and each of them, and pursuant to the ACT, PLAINTIFF has sustained and is entitled to consequential
16 damages in an amount yet to be determined, plus interest thereon at the legal rate.

17 b) PLAINTIFF will seek leave of the Court to amend this Complaint to set forth
18 the exact amount of consequential damages when ascertained.

19 20. a) MANUFACTURER and Doe Defendants, and each of them, failed to perform
20 the necessary repairs or service in a good and workmanlike manner.

21 b) The actions taken by MANUFACTURER and Doe Defendants, and each of
22 them, were insufficient to make the SUBJECT VEHICLE conform to the express warranties and/or
23 proper operational characteristics of like vehicles, all in violation of MANUFACTURER and Doe
24 Defendants' obligations under the ACT.

25 21. Although MANUFACTURER and Doe Defendants, and each of them, were unable to
26 service or repair the SUBJECT VEHICLE to conform to the applicable express warranties after a
27 reasonable number of attempts, MANUFACTURER and Doe Defendants failed to replace the
28 SUBJECT VEHICLE or make restitution to PLAINTIFF in accordance with the ACT.

1 22. MANUFACTURER and Doe Defendants, and each of them, knew of their obligations
2 under the ACT but intentionally failed or declined to fulfill them.

3 23. The failure of MANUFACTURER and Doe Defendants, and each of them, to make the
4 SUBJECT VEHICLE conform to the applicable express warranties was willful, justifying an award of
5 a Civil Penalty as provided in the ACT in an amount not to exceed two (2) times PLAINTIFF's actual
6 damages.

7 24. The failure of MANUFACTURER and Doe Defendants, and each of them, to replace
8 the SUBJECT VEHICLE or make restitution to PLAINTIFF was willful, justifying an award of a Civil
9 Penalty as provided in the ACT in an amount not to exceed two (2) times PLAINTIFF's actual
10 damages.

11 25. a) MANUFACTURER and Doe Defendants, and each of them, knew of their
12 obligations under the ACT, but, nevertheless, defendants and each of them have had a reasonable
13 number of attempts to repair, have failed to make the SUBJECT VEHICLE conform to its warranty
14 and have failed to replace the SUBJECT VEHICLE or reimburse PLAINTIFF in amount equal to the
15 purchase price, less PLAINTIFF's use of the vehicle, according to the mandates of the ACT.

16 b) The failure of MANUFACTURER and Doe Defendants, and each of them, to
17 refund the consideration paid and payable, or to replace the SUBJECT VEHICLE with a similar vehicle
18 free from defects, was willful and justifies an award of a Civil Penalty in an amount not to exceed two
19 (2) times PLAINTIFF's actual damages, as provided in the ACT.

20 26. a) As a direct result of the actions of MANUFACTURER and Doe Defendants,
21 and each of them, and in pursuing PLAINTIFF's claim, it was necessary for PLAINTIFF to retain
22 legal counsel.

23 b) Pursuant to the ACT, PLAINTIFF is entitled to the recovery of attorneys' fees
24 based upon actual time expended, and to the recovery of all costs and expenses reasonably incurred in
25 pursuing this matter.

26 //

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SECOND CAUSE OF ACTION
(Breach of Implied Warranty Obligations Under the ACT)
(Against All Defendants)

27. PLAINTIFF realleges each and every paragraph contained in the GENERAL ALLEGATIONS set forth hereinabove, and hereby incorporates them by reference as though fully set forth at length herein.

28. At the time that MANUFACTURER distributed the SUBJECT VEHICLE into commerce, and at the time that PLAINTIFF acquired the SUBJECT VEHICLE, Defendants, and each of them, impliedly warranted that the SUBJECT VEHICLE was merchantable as provided in the ACT.

29. The SUBJECT VEHICLE was not merchantable, as evidenced by the defects, non-conformities, maladjustments, and/or malfunctions as hereinabove alleged.

30. a) As the result of the actions of Defendants, and each of them, PLAINTIFF has sustained damage in the amount actually paid or payable under the contract, plus prejudgment interest thereon at the legal rate.

b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact amount thereof when ascertained.

31. a) As a further result of the actions of Defendants, and each of them, PLAINTIFF has sustained incidental damages in an amount yet to be determined, plus interest thereon at the legal rate.

b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact amount of incidental damages when ascertained.

32. a) As a further result of the actions of Defendants, and each of them, PLAINTIFF has sustained consequential damages in an amount yet to be determined, plus interest thereon at the legal rate.

b) PLAINTIFF will seek leave to amend this Complaint to set forth the exact amount of consequential damages when ascertained.

33. The failure of Defendants, and each of them, to refund the consideration paid and

1 payable, or to replace the SUBJECT VEHICLE with a similar vehicle free from defects, justifies an
2 award of a Civil Penalty in an amount not to exceed two (2) times PLAINTIFF's actual damages, as
3 provided in the ACT.

4 34. a) As a direct result of the actions of Defendants, and each of them, and in pursuing
5 PLAINTIFF's claim, it was necessary for PLAINTIFF to retain legal counsel.

6 b) Pursuant to the ACT, PLAINTIFF is entitled to the recovery of attorneys' fees
7 based upon actual time expended, and to the recovery of all costs and expenses reasonably incurred in
8 pursuing this matter.

9
10 WHEREFORE, PLAINTIFF prays for judgment against Defendants, and each of them, as
11 follows:


12
13 **AS TO THE FIRST AND SECOND CAUSES OF ACTION**

- 14 1. For restitution as required under the ACT, in an amount not less than \$41,738.76;
15 2. For incidental damages, according to proof;
16 3. For consequential damages, according to proof;
17 4. For prejudgment interest at the legal rate;
18 5. For a civil penalty as provided in the ACT, in an amount not to exceed two (2) times
19 the amount of PLAINTIFF's actual damages;
20 6. For attorneys' fees based upon actual time expended, according to proof;
21 7. For all costs and expenses of suit incurred; and,
22 8. For such other and further relief as this Court may deem just and proper.

23
24 DATED: October 23, 2024

NORMAN TAYLOR & ASSOCIATES

25
26 By: 

Norman F. Taylor, Esq.
Attorney for Plaintiff,


1 DEMAND FOR JURY TRIAL

2 Plaintiff, [REDACTED], hereby demands trial by jury.

3
4 DATED: October 23, 2024

NORMAN TAYLOR & ASSOCIATES

5
6 By: 

Norman F. Taylor, Esq.
Attorney for Plaintiff,
[REDACTED]

EXHIBIT “A”

2018 Model Year **Ford** Warranty Guide

(Except F-650/750 Hybrid and Electric Vehicles)

August 2017
Third Printing
Warranty Guide
Printed in U.S.A.



QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty	
TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
BUMPER TO BUMPER	3/36,000
POWERTRAIN	5/80,000
SAFETY RESTRAINT SYSTEM	5/60,000
CORROSION (Perforation only)	5/UNLIMITED
POWERSTROKE DIESEL ENGINE	5/100,000

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 8-12)
- ➔ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your **NEW VEHICLE LIMITED WARRANTY** gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> FILED Superior Court of California County of Los Angeles 10/31/2024 <small>David W. Slayton, Executive Officer / Clerk of Court</small> By: <u>J. Gonzalez</u> Deputy </div>
<small>COURTHOUSE ADDRESS:</small> Pomona Courthouse South 400 Civic Center Plaza, Pomona, CA 91766	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> <div style="background-color: black; width: 100px; height: 15px;"></div>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Salvatore Sirna	G					

Given to the Plaintiff/Cross-Complainant/Attorney of Record **David W. Slayton, Executive Officer / Clerk of Court**
 on 11/01/2024 (Date) By J. Gonzalez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adr.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationcenterla.com
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lascourt.org/mediation

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://www.lacourt.org/dispute-resolution>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <http://www.lacourt.org/odr>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <https://www.lacourt.org/arbitration>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/msc>

Los Angeles Superior Court ADR website: <https://www.lascourt.org/adr>

For general information and videos about ADR, visit <http://www.lacourt.org/adr>

[REDACTED]

[REDACTED]

[REDACTED]

Service of Process Transmittal Summary

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

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: Re: [REDACTED], AN INDIVIDUAL // To: Ford Motor Company

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet, Attachment(s), Notice(s), Certificate, Stipulation

COURT/AGENCY: Orange County Superior Court, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2015 Ford Truck Flex, VIN: [REDACTED]

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 01/25/2023 at 12:12

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: 06/22/2023 at 08:30 a.m. (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Susan Lee Yu
Premier Justice Law, P.C.
155 N. Lake Ave., # 800
Pasadena, CA 91101
800-515-3730

ACTION ITEMS: CT has retained the current log, Retain Date: 01/25/2023, Expected Purge Date: 01/30/2023

Image SOP

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

01/25/2023

CT Log Number [REDACTED]

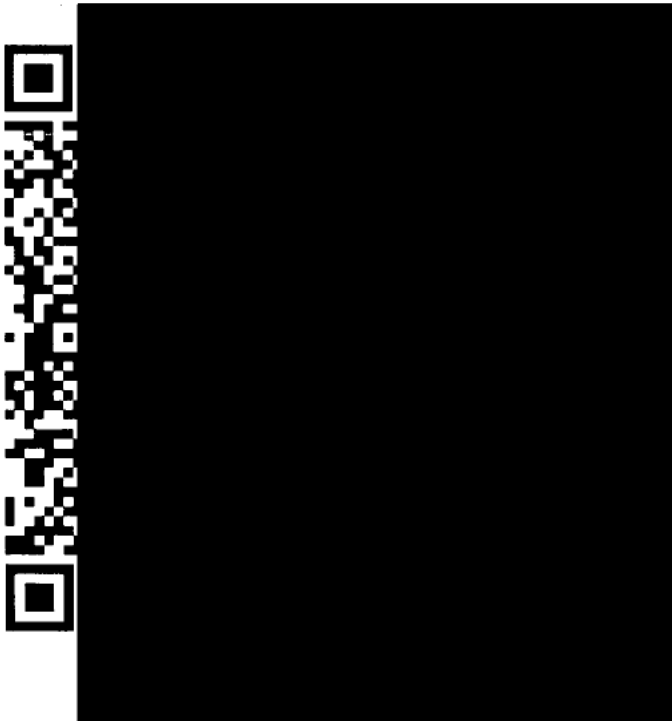
disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: Wed, Jan 25, 2023
Server Name: DROP SERVICE

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

Inserts		



SUMMONS (CITACION JUDICIAL)

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

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FORD MOTOR COMPANY, a Delaware Corporation; and DOES 1 through 10, inclusive,

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

_____, an individual,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos, sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):

North Justice Center

CASE NUMBER:
(Número del Caso):

1275 North Berkeley Avenue

Assigned for All Purposes to:

Fullerton, CA 92832-1258

Judge Glenn Salter

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):

Susan Lee Yu, Esq., Premier Justice Law, P.C., 155 N. Lake Ave. # 800, Pasadena, CA 91101, (800) 515-3730

DATE: 01/19/2023
(Fecha)

David H. Yamasaki Clerk of the Court

Clerk, by
(Secretario)

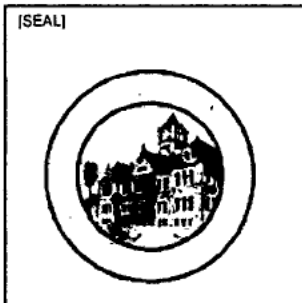
AL

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

A. Van Arkel



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):

- ☒ on behalf of (specify): *Ford Motor Company*

under:



☒ CCP 416.10 (corporation)

☐ CCP 416.20 (defunct corporation)

☐ CCP 416.40 (association or partnership)

☐ other (specify):

- ☐ by personal delivery on (date):

☐ CCP 416.60 (minor)

☐ CCP 416.70 (conservatee)

☐ CCP 416.90 (authorized person)

PREMIER JUSTICE LAW P.C.
Susan Lee Yu, Esq. (SBN 256423)
155 N. Lake Ave., Suite 800
Pasadena, CA 91101
T: (800) 515-3730
F: (800) 539-0778

Attorney for Plaintiff
[REDACTED]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

[REDACTED] an
individual,

Plaintiffs,

vs.

FORD MOTOR COMPANY, a Delaware
Corporation; and DOES 1 through 10,
inclusive,

Defendants

CASE NO.: [REDACTED]
Assigned for all purposes to: Judge Glenn Salter
DEPT.:

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty
Merchantability under the Song-Beverly
Warranty Act.
2. Breach of Express Warranty under the
Song Beverly Warranty Act.
3. Breach of Express Warranty under the
Magnuson-Moss Warranty Act.
4. Breach of Implied Warranty of
Merchantability under the Magnuson-
Moss Warranty Act.

JURY TRIAL DEMANDED.

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

1 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

2
3 1. Plaintiff is an individual, residing in the City of Sunland, County of Los Angeles, State
4 of California.

5 2. Defendant, Ford Motor Company., (hereinafter referred to as "Manufacturer") is a
6 corporation doing business in the County of Orange, State of California, and, at all times
7 relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing of Ford
8 motor vehicles and related equipment.

9 3. The true names and capacities, whether individual, corporate, associate, or otherwise, of
10 the Defendants, Does 1 through 10, inclusive, are unknown to Plaintiff who therefore sues these
11 Defendants by such fictitious names. Plaintiff will seek leave to amend this Complaint to set
12 forth their true names and capacities when they have ascertained them. Further, Plaintiff is
13 informed and believes, and thereon alleges, that each of the Defendants designated herein as a
14 "Doe" is responsible in some manner for the events and happenings herein referred to and
15 caused injury and damage to Plaintiff as herein alleged.

16 4. Plaintiff is informed and believes, and thereon alleges, that at all times herein
17 mentioned, Defendants, and each of them, were the agents, servants, and/or employees of each
18 of their Co-Defendants. Plaintiff is informed and believes, and thereon alleges, that in doing the
19 things hereinafter alleged Defendants, and each of them, were acting in the course and scope of
20 their employment as such agents, servants, and/or employees, and with the permission, consent,
21 knowledge, and/or ratification of their Co-Defendants, principals, and/or employers.

22 5. Before February 13, 2016, defendants Manufacturer and Does 1 through 10 inclusive,
23 manufactured and/or distributed into the stream of commerce a **2015 Ford Truck Flex, VIN**
24 **[REDACTED]** (hereinafter referred to as the "Vehicle") for its eventual sale/lease in
25 the State of California.

26 6. On or about February 13, 2016, Plaintiff purchased, for personal, family, and/or
27 household purposes, the subject Vehicle from the Seller for a total consideration over the term
28 of the installment contract of \$ 36,872.40. Retail Installment Sale Contract is in the possession

1 of Defendants.

2 7. The subject Vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty
3 Act.

4 8. Along with the purchase of the Vehicle, Plaintiff received written warranties and other
5 express and implied warranties including, but not limited to, warranties from Manufacturer and
6 Seller that the Vehicle and its components would be free from all defects in material and
7 workmanship; that the Vehicle would pass without objection in the trade under the contract
8 description; that the Vehicle would be fit for the ordinary purposes for which it was intended;
9 that the Vehicle would conform to the promises and affirmations of fact made; that Defendants,
10 and each of them, would perform any repairs, alignments, adjustments, and/or replacements of
11 any parts necessary to ensure that the Vehicle was free from any defects in material and
12 workmanship; that Defendants, and each of them, would maintain the utility of the Vehicle for
13 three years or 36,000 miles and would conform the Vehicle to the applicable express warranties.
14 (A copy of the written warranty is in the possession of the Defendants).

15 9. Plaintiff has duly performed all the conditions on Plaintiff's part under the purchase
16 agreement and under the express and implied warranties given to plaintiff, except insofar as the
17 acts and/or omissions of the Defendants, and each of them, as alleged herein, prevented and/or
18 excused such performance.

19 10. Plaintiff has delivered the Vehicle to the Manufacturer's authorized service and repair
20 facilities, agents and/or dealers, including Seller, on numerous separate occasions resulting in
21 the Vehicle being out of service by reason of repair of nonconformities. Repair Orders/Invoices
22 are in the possession of Defendants.

23 11. By way of example, and not by way of limitation, the defects, malfunctions,
24 maladjustments, and/or nonconformities with Plaintiff's Vehicle include the following: Plaintiff
25 has submitted the subject Vehicle for defects and malfunctions, specifically for drivability
26 concerns related to problems with the engine.

27 12. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorize
28 service and repair facility, Plaintiff notified Defendants, and each of them, of the defects,

1 malfunctions, maladjustments, and/or nonconformities existent with the Vehicle and demanded
2 that Manufacturer or its representatives repair, adjust, and/or replace any necessary parts to
3 conform the Vehicle to the applicable warranties.

4 13. Each time Plaintiff delivered the nonconforming Vehicle to a Manufacturer-authorized
5 service and repair facility, Defendants, and each of them, represented to Plaintiff that they could
6 and would conform the Vehicle to the applicable warranties, that in fact they did conform the
7 Vehicle to said warranties, and that all the defects, malfunctions, maladjustments, and/or
8 nonconformities have been repaired; however, Manufacturer or its representatives failed to
9 conform the Vehicle to the applicable warranties because said defects, malfunctions,
10 maladjustments, and/or nonconformities continue to exist even after a reasonable number of
11 attempts to repair was given.

12 14. The amount in controversy exceeds TWENTY FIVE THOUSAND DOLLARS
13 (\$25,000.00), exclusive of interest and costs, for which Plaintiff seeks judgment against
14 Defendants, together with equitable relief. In addition, Plaintiff seeks damages from
15 Defendants, and each of them, for incidental, consequential, exemplary, and actual damages
16 including interest, costs, and actual attorneys' fees.

17
18 **FIRST CAUSE OF ACTION**

19 (Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act against all
20 Defendants)

21 15. Plaintiff re-alleges each and every paragraph (1-14) and incorporates them by this
22 reference as though fully set forth herein.

23 16. The distribution and sale of the Vehicle was accompanied by the Manufacturer and
24 Seller's implied warranty that the Vehicle was merchantable.

25 17. Furthermore, Defendants, and each of them, impliedly warranted, *inter alia*, that the
26 Vehicle would pass without objection in the trade under the contract description; that the
27 Vehicle was fit for the ordinary purposes for which it was intended; that the Vehicle was
28 adequately assembled; and/or that the Vehicle conformed to the promises or affirmations of fact

1 made to Plaintiff.

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

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

12 20. Plaintiff hereby gives written notice and justifiably revokes acceptance of the
13 nonconforming Vehicle under the Commercial Code sections 2607 and 2608. Plaintiff further
14 demands that the Manufacturer cancel the sale, take back the nonconforming Vehicle, refund all
15 the money expended, pay the difference between the value of the Vehicle as accepted and the
16 value the Vehicle would have had if it had been as warranted, and/or pay damages under the
17 Commercial Code sections 2711, 2714, and 2715. Defendants, and each of them, have,
18 however, refused to comply.

19 21. Plaintiff hereby gives written notice and makes demand upon Manufacturer and Seller
20 for replacement or restitution, pursuant to Song-Beverly. Defendants, and each of them, knew
21 of their obligations under Song-Beverly; however, despite Plaintiff's demand, Defendants and
22 each of them, have intentionally failed and refused to make restitution or replacement pursuant
23 to Song-Beverly.

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

28 23. As a further result of the actions of Defendants, and each of them, Plaintiff has sustained

1 incidental and consequential damages in an amount yet to be determined, plus interest thereon
2 at the legal rate. Plaintiff will seek leave to amend this Complaint to set forth the exact amount
3 of incidental damages when that amount is ascertained.

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

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

12
13 **SECOND CAUSE OF ACTION**

14 (Breach of Express Warranty under Song-Beverly Warranty Act against all Defendants)

15 26. Plaintiff re-alleges each and every paragraph (1-25) and incorporates them by this
16 reference as though fully set forth herein.

17 27. The Vehicle had defects, malfunctions, maladjustments, and/or nonconformities covered
18 by the warranty that substantially impaired its value, use, or safety to Plaintiff.

19 28. Plaintiff delivered the Vehicle to Manufacturer or its authorized repair facilities for
20 repair.

21 29. Defendants, and each of them, failed to service or repair the Vehicle to match the written
22 warranty after a reasonable number of opportunities to do so.

23 30. The acts and/or omissions of Defendants, and each of them, in failing to perform the
24 proper repairs, part replacements, and/or adjustments, to conform the Vehicle to the applicable
25 express warranties constitute a breach of the express warranties that the Manufacturer provided
26 to Plaintiff, thereby breaching Defendants' obligations under Song-Beverly.

27 31. Defendants, and each of them, failed to perform the necessary repairs and/or service in
28 good and workmanlike manner. The actions taken by Defendants, and each of them, were

1 insufficient to make the Subject Vehicle conform to the express warranties and/or proper
2 operational characteristics of like Vehicles, all in violation of Defendants' obligations under
3 Song-Beverly.

4 32. Plaintiff hereby gives written notice and makes demand upon Manufacturer and Seller
5 for replacement or restitution, pursuant to Song-Beverly. Defendants, and each of them,
6 knowing their obligations under Song-Beverly, and despite Plaintiff's demand, failed and
7 refused to make restitution or replacement according to the mandates of Song-Beverly. The
8 failure of Defendants, and each of them, to refund the price paid and payable or to replace the
9 Vehicle was intentional and justifies an award of a Civil Penalty in an amount not to exceed two
10 times Plaintiff's actual damages.

11 33. As a result of the acts and/or omissions of Defendants, and each of them, and pursuant to
12 the provisions of the Song-Beverly, Plaintiff is entitled to replacement of the Vehicle or
13 restitution of the amount actually paid or payable under the contract, at Plaintiff's election, plus
14 prejudgment interest thereon at the legal rate. Plaintiff will seek leave of Court to amend this
15 Complaint to set forth the exact amount of restitution and interest, upon election, when that
16 amount has been ascertained.

17 34. Additionally, as a result of the acts and/or omissions of Defendants, and each of them,
18 and pursuant to Song-Beverly, Plaintiff has sustained and is entitled to consequential and
19 incidental damages in amounts yet to be determined, plus interest thereon at the legal rate.
20 Plaintiff will seek leave of the court to amend this complaint to set forth the exact amount of
21 consequential and/or incidental damages, when those amounts have been ascertained.

22 35. As a direct result of the acts and/or omissions of Defendants, and each of them, and in
23 pursuing Plaintiff's claim, it was necessary for Plaintiff to retain legal counsel. Pursuant to
24 Song-Beverly, Plaintiff, in addition to other remedies, is entitled to the recovery of her
25 attorneys' fees based upon actual time expended and reasonably incurred, in connection with
26 the commencement and prosecution of this action.

27 ///

28 ///

1 ///

2 **THIRD CAUSE OF ACTION**

3 (Breach of Written Warranty under Magnuson-Moss Warranty Act against all Defendants)

4 36. Plaintiff re-alleges each and every paragraph (1-35) and incorporates them by this
5 reference as though fully set forth herein.

6 37. Plaintiff is a "Consumer" as defined in the Magnuson-Moss Warranty Act (hereinafter
7 referred to as the "Warranty Act") 15 USC 2301(3).

8 38. The Seller is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC
9 2301(4), (5).

10 39. The Manufacturer is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15
11 USC 2301(4), (5).

12 40. The Vehicle is a "Consumer Product" as defined in the Warranty Act, 15 USC 2301(1).

13 41. The Vehicle was manufactured, sold, and leased /purchased after July 4, 1975.

14 42. The express warranty given by the Manufacturer pertaining to the Vehicle is a "Written
15 Warranty" as defined in the Warranty Act, 15 USC 2301(6).

16 43. The Seller is an authorized dealership/agent of the manufacturer designated to perform
17 repairs on Vehicles under Manufacturer's warranties.

18 44. The above-described actions (failure to repair and/or properly repair the above-
19 mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of
20 the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15 USC
21 2310(d)(1), (2).

22 45. As a direct result of the Manufacturer and/or Seller's acts and/or omissions, Plaintiff has
23 suffered damages as set forth herein. Therefore, Plaintiff is entitled to a judgment and the
24 following relief against all Defendants: (1) A declaration that acceptance has been properly
25 revoked by Plaintiff and for damages incurred in revoking acceptance; (2) A refund of the
26 purchase price paid by Plaintiff for the Vehicle; (3) Cancellation of Plaintiff's retail installment
27 contract and payment in full of the balance of same; (4) Consequential, incidental, and actual
28 damages to be proved at trial; (5) Costs and expenses including actual attorneys' fees

1 reasonably incurred; (6) Prejudgment interest at the legal rate; and (7) Civil Penalties (8) Such
2 other relief the Court deems appropriate.

3
4 **FOURTH CAUSE OF ACTION**

5 (Breach of Implied Warranty under Magnuson-Moss Warranty Act against all Defendants)

6 46. Plaintiff re-alleges each and every paragraph (1-45) and incorporates them by this
7 reference as though fully set forth herein.

8 47. The above-described actions on the part of the Seller constitute a breach of the implied
9 warranties of merchantability actionable under the Warranty Act, 15 USC 2301(7), 2308,
10 2310(d)(1), (2).

11 48. As a direct result of the Seller's acts and/or omissions, Plaintiff has suffered damages as
12 set forth herein. Therefore, Plaintiff is entitled to judgment against all Defendants declaring
13 acceptance has been properly revoked by Plaintiff and for damages incurred in revoking
14 acceptance, for a refund of the purchase price paid by Plaintiff for the Vehicle, for cancellation
15 of Plaintiff's retail installment contract and for payment in full by Defendants and all of them on
16 the balance of the installment contract, for consequential, incidental, and actual damages, for
17 costs, prejudgment interest at the legal rate, for actual attorneys' fees reasonably incurred, and
18 such other relief the Court deems appropriate.

19 **WHEREFORE**, Plaintiff prays for judgment against all Defendants, and each of them, as
20 follows:

- 21 A. For replacement or restitution, at Plaintiff's election, according to proof;
22 B. For incidental damages, according to proof;
23 C. For consequential damages, according to proof;
24 D. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two
25 times the amount of Plaintiff's actual damages;
26 E. For actual attorney's fees, reasonably incurred
27 F. For costs of suit and expenses, according to proof;
28 G. For the difference between the value of the Vehicle as accepted and the value the

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- Vehicle would have had if it had been as warranted;
- H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;
- I. For pre-judgment interest at the legal rate;
- J. Such other relief the Court deems appropriate.

DATED: January 13, 2023

PREMIER JUSTICE LAW, P.C.

By: /s/Susan Yu
Susan Lee Yu, Esq.
Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

FOR COURT USE ONLY

PREMIER JUSTICE LAW, P.C.
 Susan Lee Yu (SBN 256423)
 155 North Lake Avenue, Suite 800
 Pasadena, CA 91101

TELEPHONE NO.: (800) 515-3730

FAX NO.: (800) 539-0778

ATTORNEY FOR (Name):

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

North Justice Center

STREET ADDRESS:

MAILING ADDRESS:

1275 North Berkeley Avenue

CITY AND ZIP CODE:

BRANCH NAME: Central Justice Center

Fullerton, CA 92832-1258

CASE NAME:

v. Ford Motor Company, et. al.

CIVIL CASE COVER SHEET



Unlimited



Limited

(Amount

(Amount

demanded

demanded is

exceeds \$25,000)

\$25,000 or less)

Complex Case Designation



Counter



Joinder

Filed with first appearance by defendant
 (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

Assigned for All Purposes to:

JUDGE:

Judge Glenn Salter

DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort



Auto (22)



Uninsured motorist (46)

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



Asbestos (04)



Product liability (24)



Medical malpractice (45)



Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort



Business tort/unfair business practice (07)



Civil rights (08)



Defamation (13)



Fraud (16)



Intellectual property (19)



Professional negligence (25)



Other non-PI/PD/WD tort (35)

Employment



Wrongful termination (36)



Other employment (15)

Contract



Breach of contract/warranty (06)



Rule 3.740 collections (09)



Other collections (09)



Insurance coverage (18)



Other contract (37)

Real Property



Eminent domain/Inverse condemnation (14)



Wrongful eviction (33)



Other real property (26)

Unlawful Detainer



Commercial (31)



Residential (32)



Drugs (38)

Judicial Review



Asset forfeiture (05)



Petition re: arbitration award (11)



Writ of mandate (02)



Other judicial review (39)

Provisionally Complex Civil Litigation

(Cal. Rules of Court, rules 3.400-3.403)



Antitrust/Trade regulation (03)



Construction defect (10)



Mass tort (40)



Securities litigation (28)



Environmental/Toxic tort (30)



Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment



Enforcement of judgment (20)

Miscellaneous Civil Complaint



RICO (27)



Other complaint (not specified above) (42)

Miscellaneous Civil Petition



Partnership and corporate governance (21)



Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:a. ☐ Large number of separately represented partiesd. ☐ Large number of witnessesb. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolvee. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal courtc. ☐ Substantial amount of documentary evidencef. ☐ Substantial postjudgment judicial supervision3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): 4

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 1/13/2023

Susan Lee Yu

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care
Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of
Emotional Distress
Negligent Infliction of
Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller
Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case
Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 1275 N. Berkeley Ave MAILING ADDRESS: 1275 N. Berkeley Ave CITY AND ZIP CODE: Fullerton 92838 BRANCH NAME: North Justice Center PLAINTIFF: [REDACTED] DEFENDANT: Ford Motor Company Short [REDACTED] VS. FORD MOTOR COMPANY	FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF ORANGE Jan 24, 2023 Clerk of the Superior Court By: A. VAN ARKEL, Deputy
NOTICE OF HEARING CASE MANAGEMENT CONFERENCE	CASE NUMBER: [REDACTED]

Please take notice that a(n), Case Management Conference has been scheduled for hearing on 06/22/2023 at 08:30:00 AM in Department N06 of this court, located at North Justice Center.

Plaintiff(s)/Petitioner(s) to provide notice to all defendant(s)/respondent(s). Parties who file pleadings that add new parties to the proceeding must provide notice of the Case Management Conference to the newly added parties.

IMPORTANT: Prior to your hearing date, please check the Court's website for the most current instructions regarding how to appear for your hearing and access services that are available to answer your questions.
 Civil Matters - <https://www.courts.ca.gov/> [REDACTED]
 Probate/Mental Health - <https://www.courts.ca.gov/> [REDACTED]
 Appellate Division - <https://www.courts.ca.gov/> [REDACTED]

IMPORTANTE: Antes de la fecha de su audiencia, visite el sitio web de la Corte para saber cuáles son las instrucciones más actuales para participar en la audiencia y tener acceso a los servicios disponibles para responder a sus preguntas.
 Casos Civiles - <https://www.courts.ca.gov/> [REDACTED]
 Casos de Probate y Salud Mental - <https://www.courts.ca.gov/> [REDACTED]
 División de apelaciones - <https://www.courts.ca.gov/> [REDACTED]

QUAN TRỌNG: Trước ngày phiên tòa của quý vị, vui lòng kiểm tra trang mạng của tòa án để biết những hướng dẫn mới nhất về cách ra hầu phiên tòa của quý vị và tiếp cận những dịch vụ hiện có để giải đáp những thắc mắc của quý vị.
 Vấn Đề Dân Sự - <https://www.courts.ca.gov/> [REDACTED]
 Thủ Tục Di Chúc/Sức Khỏe Tinh Thần - <https://www.courts.ca.gov/> [REDACTED]
 Ban phúc thẩm - <https://www.courts.ca.gov/> [REDACTED]

Clerk of the Court, By: AP, Deputy

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

North Justice Center
1275 N. Berkeley Ave
Fullerton 92838

SHORT TITLE: [REDACTED] VS. FORD MOTOR COMPANY

CLERK'S CERTIFICATE OF SERVICE BY MAIL

CASE NUMBER:

[REDACTED]

I certify that I am not a party to this cause. I certify that a true copy of the above Notice of Hearing has been placed for collection and mailing so as to cause it to be mailed in a sealed envelope with postage fully prepaid pursuant to standard court practices and addressed as indicated below. The certification occurred at Fullerton, California, on 01/24/2023. Following standard court practice the mailing will occur at Sacramento, California on 01/25/2023.

Clerk of the Court, by: AL, Deputy

PREMIER JUSTICE LAW P.C.
155 N LAKE AVENUE # 800
PASADENA, CA 91101

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ALTERNATIVE DISPUTE RESOLUTION (ADR)
INFORMATION PACKAGE

NOTICE TO PLAINTIFF(S) AND/OR CROSS-COMPLAINANT(S):

Rule 3.221(c) of the California Rules of Court requires you to serve a copy of the ADR Information Package along with the complaint and/or cross-complaint.

California Rules of Court – Rule 3.221
Information about Alternative Dispute Resolution (ADR)

(a) Each court shall make available to the plaintiff, at the time of filing of the complaint, an ADR Information Package that includes, at a minimum, all of the following:

(1) General information about the potential advantages and disadvantages of ADR and descriptions of the principal ADR processes.

(2) Information about the ADR programs available in that court, including citations to any applicable local court rules and directions for contacting any court staff responsible for providing parties with assistance regarding ADR.

(3) Information about the availability of local dispute resolution programs funded under the Dispute Resolutions Program Act (DRPA), in counties that are participating in the DRPA. This information may take the form of a list of the applicable programs or directions for contacting the county's DRPA coordinator.

(4) An ADR stipulation form that parties may use to stipulate to the use of an ADR process.

(b) A court may make the ADR Information Package available on its website as long as paper copies are also made available in the clerk's office.

(c) The plaintiff must serve a copy of the ADR Information Package on each defendant along with the complaint. Cross-complainants must serve a copy of the ADR Information Package on any new parties to the action along with the cross-complaint.

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

ADR Information

Introduction:

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts and others offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. ADR is usually less formal, less expensive, and less time-consuming than a trial. ADR can also give people more opportunity to determine when and how their dispute will be resolved.

BENEFITS OF ADR.

Using ADR may have a variety of benefits, depending on the type of ADR process used and the circumstances of the particular case. Some potential benefits of ADR are summarized below.

Save Time. A dispute often can be settled or decided much sooner with ADR; often in a matter of months, even weeks, while bringing a lawsuit to trial can take a year or more.

Save Money. When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, experts' fees, and other litigation expenses.

Increase Control Over the Process and the Outcome. In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have more opportunity to tell their side of the story than they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR processes, such as arbitration, allow the parties to choose an expert in a particular field to decide the dispute.

Preserve Relationships. ADR can be a less adversarial and hostile way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve.

Increase Satisfaction. In a trial, there is typically a winner and a loser. The loser is not likely to be happy, and even the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their real goals. This, along with all of ADR's other potential advantages, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.

Improve Attorney-Client Relationships. Attorneys may also benefit from ADR by being seen as problem-solvers rather than combatants. Quick, cost-effective, and satisfying resolutions are likely to produce happier clients and thus generate repeat business from clients and referrals of their friends and associates.

DISADVANTAGES OF ADR.

ADR may not be suitable for every dispute.

Loss of protections. If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

Less discovery. There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

Additional costs. The neutral may charge a fee for his or her services. If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

Effect of delays if the dispute is not resolved. Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

TYPES OF ADR IN CIVIL CASES.

The most commonly used ADR processes are arbitration, mediation, neutral evaluation and settlement conferences.

Arbitration. In arbitration, a neutral person called an "arbitrator" hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are often relaxed. Arbitration may be either "binding" or "nonbinding." Binding arbitration means that the parties waive their right to a trial and agree to accept the arbitrator's decision as final. Generally, there is no right to appeal an arbitrator's decision. Nonbinding arbitration means that the parties are free to request a trial if they do not accept the arbitrator's decision.

Cases for Which Arbitration May Be Appropriate. Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

Cases for Which Arbitration May Not Be Appropriate. If parties want to retain control over how their dispute is resolved, arbitration, particularly binding arbitration, is not appropriate. In binding arbitration, the parties generally cannot appeal the arbitrator's award, even if it is not supported by the evidence or the law. Even in nonbinding arbitration, if a party requests a trial and does not receive a more favorable result at trial than in arbitration, there may be penalties.

Mediation. In mediation, an impartial person called a "mediator" helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can try to settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Cases for Which Mediation May Be Appropriate. Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can hear the parties out and help them communicate with each other in an effective and nondestructive manner.

Cases for Which Mediation May Not Be Appropriate. Mediation may not be effective if one of the parties is unwilling to cooperate or compromise. Mediation also may not be effective if one of the parties has a significant advantage in power over the other. Therefore, it may not be a good choice if the parties have a history of abuse or victimization.

Neutral Evaluation. In neutral evaluation, each party gets a chance to present the case to a neutral person called an "evaluator." The evaluator then gives an opinion on the strengths and weaknesses of each party's evidence and arguments and about how the dispute could be resolved. The evaluator is

often an expert in the subject matter of the dispute. Although the evaluator's opinion is not binding, the parties typically use it as a basis for trying to negotiate a resolution of the dispute.

Cases for Which Neutral Evaluation May Be Appropriate. Neutral evaluation may be most appropriate in cases in which there are technical issues that require special expertise to resolve or the only significant issue in the case is the amount of damages.

Cases for Which Neutral Evaluation May Not Be Appropriate. Neutral evaluation may not be appropriate when there are significant personal or emotional barriers to resolving the dispute.

Settlement Conferences. Settlement conferences may be either mandatory or voluntary. In both types of settlement conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement conferences are appropriate in any case where settlement is an option. Mandatory settlement conferences are often held close to the date a case is set for trial.

ADDITIONAL INFORMATION

In addition to mediation, arbitration, neutral evaluation, and settlement conferences, there are other types of ADR, including conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR types. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute.

To locate a dispute resolution program or neutral in your community:

- Contact the California Department of Consumer Affairs, Consumer Information Center, toll free, at 1-800-852-5210
- Contact the Orange County Bar Association at (949) 440-6700
- Look in the telephone directories under "Arbitrators" or "Mediators"

Low cost mediation services are provided under the Orange County Dispute Resolution Program Act (DRPA). For information regarding DRPA, contact:

- OC Human Relations (714) 480-6575, mediator@ochumanrelations.org
- Waymakers (949) 250-4058

For information on the Superior Court of California, County of Orange court ordered arbitration program, refer to Local Rule 360.

The Orange County Superior Court offers programs for Civil Mediation and Early Neutral Evaluation (ENE). For the Civil Mediation program, mediators on the Court's panel have agreed to accept a fee of \$300 for up to the first two hours of a mediation session. For the ENE program, members of the Court's panel have agreed to accept a fee of \$300 for up to three hours of an ENE session. Additional information on the Orange County Superior Court Civil Mediation and Early Neutral Evaluation (ENE) programs is available on the Court's website at www.occourts.org.

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: FIRM NAME: STREET ADDRESS: CITY: STATE: ZIP CODE: TELEPHONE NO.: FAX NO.: E-MAIL ADDRESS: ATTORNEY FOR (name):	FOR COURT USE ONLY For your protection and privacy, please press the Clear This Form button after you are done printing this form.	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE JUSTICE CENTER: <input type="checkbox"/> Central - 700 Civic Center Dr. West, Santa Ana, CA 92701-4045 <input type="checkbox"/> Civil Complex Center - 751 W. Santa Ana Blvd., Santa Ana, CA 92701-4512 <input type="checkbox"/> Harbor - Newport Beach Facility - 4601 Jamboree Rd., Newport Beach, CA 92660-2595 <input type="checkbox"/> North - 1275 N. Berkeley Ave., P.O. Box 5000, Fullerton, CA 92838-0500 <input type="checkbox"/> West - 8141 13 th Street, Westminster, CA 92683-4593		
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:		
ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION		CASE NUMBER:

Plaintiff(s)/Petitioner(s), _____

and defendant(s)/respondent(s), _____

agree to the following dispute resolution process:

- ☐ Mediation
- ☐ Arbitration (must specify code)
- ☐ Under section 1141.11 of the Code of Civil Procedure
- ☐ Under section 1280 of the Code of Civil Procedure
- ☐ Neutral Case Evaluation

The ADR process must be completed no later than 90 days after the date of this Stipulation or the date the case was referred, whichever is sooner.

☐ I have an Order on Court Fee Waiver (FW-003) on file, and the selected ADR Neutral(s) are eligible to provide pro bono services.

☐ The ADR Neutral Selection and Party List is attached to this Stipulation.

We understand that there may be a charge for services provided by neutrals. We understand that participating in an ADR process does not extend the time periods specified in California Rules of Court, rule 3.720 et seq.

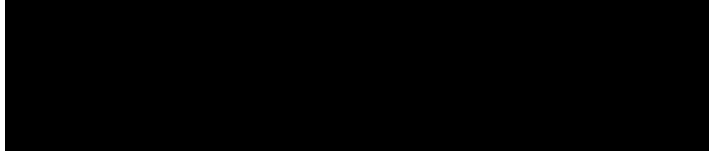
Date: _____ (SIGNATURE OF PLAINTIFF OR ATTORNEY) (SIGNATURE OF PLAINTIFF OR ATTORNEY)

Date: _____ (SIGNATURE OF DEFENDANT OR ATTORNEY) (SIGNATURE OF DEFENDANT OR ATTORNEY)

ALTERNATIVE DISPUTE RESOLUTION (ADR) STIPULATION

Approved for Optional Use
L1270 (Rev. March 2019)

California Rules of Court, rule 3.221



Service of Process Transmittal Summary

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

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

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

DOCUMENT(S) SERVED: Summons, Complaint, Cover sheet(s), Notice, Resolution, Stipulation(s), Discovery Conference, Stipulation and Order, Order, First Amended General Order

COURT/AGENCY: Los Angeles County - Superior Court - Central District, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Ford Flex, VIN [REDACTED]

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 06/18/2024 at 13:24

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): ELEAZAR D. KIM
Downtown L.A. Law Group,
910 South Broadway
Los Angeles, CA 90015
213-358-6428

ACTION ITEMS: CT has retained the current log, Retain Date: 06/19/2024, Expected Purge Date: 06/24/2024

Image SOP

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

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

PROCESS SERVER DELIVERY DETAILS

Date:

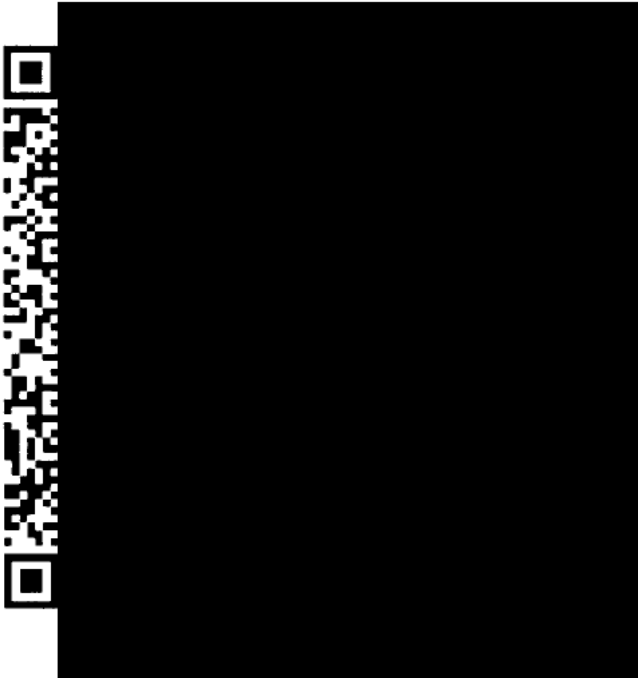
Server Name:

Tue, Jun 18, 2024

DROP SERVICE

Entity Served	FORD MOTOR COMPANY
Case Number	
Jurisdiction	CA

Inserts		



SUMMONS (CITACION JUDICIAL)

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

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

FORD MOTOR COMPANY; and DOES 1 through 10, inclusive

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/14/2024 1:18 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

**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 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse - Unlimited
111 North Hill Street, Los Angeles CA 90012

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Eleazar D. Kim, Esq. (SBN 297876) Downtown L.A. Law Group 910 South Broadway Los Angeles CA 90015 (213) 358-6428

DATE: David W. Slayton, Executive Officer/Clerk of Court Clerk, by _____, Deputy
(Fecha) 06/14/2024 (Secretario) Y. Tarasyuk (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): FORD MOTOR COMPANY
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☒ other (specify): entity form unknown
- ☒ by personal delivery on (date): 6-18-2024

ELEAZAR D. KIM (SBN 297876)
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Electronically FILED by
Superior Court of California,
County of Los Angeles
6/14/2024 1:18 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff,
[REDACTED], an individual

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

[REDACTED] an individual,

Plaintiff,

vs.

FORD MOTOR COMPANY; and DOES 1
through 10, inclusive

Defendants.

Case No.: [REDACTED]

UNLIMITED JURISDICTION

**COMPLAINT FOR VIOLATION OF
STATUTORY OBLIGATIONS (SONG-
BEVERLY CONSUMER WARRANTY
ACT CA CIVIL CODE §§ 1790-1795.8)**

DEMAND FOR JURY TRIAL

TO THE HONORABLE COURT AND DEFENDANTS HEREIN:

COMES NOW Plaintiff, [REDACTED], an individual, (hereinafter referred to as "Plaintiff"), for causes of action against Defendants, FORD MOTOR COMPANY ("FORD MOTOR COMPANY." or "Defendant FMC") and DOES 1 through 10, inclusive, as follows:

PARTIES

1. As used in this Complaint, the word "Plaintiff" shall refer to Plaintiff, WILLIE DANIELS

2. Plaintiff, is, and at all times mentioned herein was, a resident in the State of California.

3. Defendant FMC is, and at all times mentioned herein was, a corporation organized and in existence under the laws of the State of California and registered with the California Department of Corporations to conduct business in the State of California. Defendant FMC is, and at all times mentioned herein was, engaged in the design, manufacture, construction, assembly, marketing, sale, and distribution of automobiles, motor vehicles and other related components and services in Los Angeles County, California. Manufacturer FMC is also in the business of selling written warranties to the public at large through a system of privately owned service and repair shops.

4. Plaintiff is ignorant of the true names and/or capacities, whether individual, corporate, associate, or otherwise, of defendants DOES 1 through 10, inclusive, and each of them. Plaintiff will amend this Complaint and state the true names and/or capacities of said fictitiously named defendants when the same have been ascertained.

GENERAL ALLEGATIONS

5. On or about November 30, 2017, in exchange for valuable consideration, Plaintiff purchased a 2018 Ford Flex (hereinafter "Vehicle"), manufactured and/or distributed by Defendant, with corresponding Hull Identification Number [REDACTED]

6. The total amount paid and payable, incidental and consequential damages and civil penalties exceeds \$25,000.

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 Defendant FMC 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 Noise Vibration Harshness;
- 17 b. Defective Body System;
- 18 c. Defective Engine system;
- 19 d. Defective safety system;
- 20 e. Defective electrical system;
- 21 f. Defective Axle system;
- 22 g. Defective fuel system; and
- 23 h. Any additional complaints made by Plaintiff, whether or not they are
24 contained in the records or on any repair orders.

25 12. The defects listed above violate the express written warranties issued by Defendant
26 FMC, as well as the implied warranty of merchantability.

27 13. Plaintiff provided Defendant FMC sufficient opportunity to service or repair the
28 Vehicle.

1 14. Defendant FMC 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 17. Plaintiff has been and will continue to be financially damaged due to Defendant's
7 failure to comply with the provisions of the express and implied warranties.

8 **FIRST CAUSE OF ACTION**

9 **BY PLAINTIFF AGAINST DEFENDANT FMC,**

10 **VIOLATION OF SUBDIVISION (d) OF CIVIL CODE SECTION 1793.2**

11 18. Plaintiff re-alleges and incorporates herein by reference each and every allegation
12 and statement contained in paragraphs 1 through 17, inclusive, of the General Allegations, above.

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

15 20. Defendant FMC 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 Defendant failed to promptly replace the Vehicle or make restitution to Plaintiff as required by
18 Civil Code section 1793.2, subdivision (d) and Civil Code section 1794, subdivision (a).

19 21. Plaintiff has been damaged by Defendant FMC's failure to comply with its
20 obligations pursuant to Civil Code section 1793.2, subdivision (d), and therefore brings this Cause
21 of Action pursuant to Civil Code section 1794.

22 22. Defendant FMC's failure to comply with its obligations under Civil Code section
23 1793.2, subdivision (d) was willful, in that Defendant FMC 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 Defendant FMC failed and refused to promptly replace the Vehicle
26 or make restitution. Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's
27 actual damages pursuant to Civil Code section 1794, subdivision (c).

1 23. Plaintiff seeks civil penalties pursuant to section 1794, subdivisions (c), and (e) in
2 the alternative and does not seek to cumulate civil penalties, as provided in Civil Code section
3 1794, subdivision (e)(5).

4 **SECOND CAUSE OF ACTION**

5 **BY PLAINTIFF AGAINST DEFENDANT FMC,**

6 **VIOLATION OF SUBDIVISION (b) OF CIVIL CODE SECTION 1793.2**

7 24. Plaintiff re-alleges and incorporates herein by reference each and every allegation
8 and statement contained in paragraphs 1 through 23, inclusive, of the General Allegations, above.

9 25. Although Plaintiff presented the Vehicle to Defendant FMC, Defendant FMC failed
10 to commence the service or repairs within a reasonable time and failed to service or repair the
11 Vehicle so as to conform to the applicable warranties within 30 days, in violation of Civil Code
12 section 1793.2, subdivision (b). Plaintiff did not extend the time for completion of repairs beyond
13 the 30-day requirement.

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

17 27. Plaintiff has rightfully rejected and/or justifiably revoked acceptance of the
18 Vehicle, and has exercised a right to cancel the sale. By serving this Complaint, Plaintiff does so
19 again. Accordingly, Plaintiff seeks the remedies provided in California Civil Code section
20 1794(b)(1), including the entire purchase price. In the alternative, Plaintiff seeks the remedies set
21 forth in California Civil Code section 1794(b)(2), including the diminution in value of the Vehicle
22 resulting from its defects. Plaintiff believes that, at the present time, the Vehicle's value is *de*
23 *minimis*.

24 28. Defendant FMC's failure to comply with its obligations under Civil Code section
25 1793.2(b) was willful, in that Defendant was aware that it was obligated to service or repair the
26 Vehicle to conform to the applicable express warranties within 30 days, yet it failed to do so.
27 Accordingly, Plaintiff is entitled to a civil penalty of two times Plaintiff's actual damages pursuant
28 to Civil Code section 1794(c).

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4 **THIRD CAUSE OF ACTION**

5 **BY PLAINTIFF AGAINST DEFENDANT FMC,**

6 **VIOLATION OF SUBDIVISION (a)(3) OF CIVIL CODE SECTION 1793.2**

7 29. Plaintiff re-alleges and incorporates herein by reference each and every allegation
8 and statement contained in paragraphs 1 through 28, inclusive, of the General Allegations, above.

9 30. In violation of Civil Code section 1793.2, subdivision (a)(3), Defendant FMC
10 failed to make available to the privately owned service and repair shops sufficient service
11 literature and replacement parts to effect repairs during the express warranty period. Plaintiff has
12 been damaged by Defendant FMC's failure to comply with its obligations pursuant to Civil Code
13 section 1793.2(a)(3), and therefore brings this Cause of Action pursuant to Civil Code section
14 1794.

15 31. Defendant FMC's failure to comply with its obligations under Civil Code section
16 1793.2, subdivision (a)(3) was willful, in that Defendant FMC knew of its obligation to provide
17 literature and replacement parts sufficient to allow the privately owned service and repair shops
18 to effect repairs during the warranty period, yet Defendant FMC failed to take any action to
19 correct its failure to comply with the law. Accordingly, Plaintiff is entitled to a civil penalty of
20 two times Plaintiff's actual damages; pursuant to Civil Code section 1794(c).

21 **FOURTH CAUSE OF ACTION**

22 **BY PLAINTIFF AGAINST DEFENDANT FMC,**

23 **BREACH OF EXPRESS WRITTEN WARRANTY**

24 **CIVIL CODE SECTION 1791.2 SUBDIVISION (a); SECTION 1794**

25 32. Plaintiff re-alleges and incorporates herein by reference each and every allegation
26 and statement contained in paragraphs 1 through 31, inclusive, of the General Allegations, above.

27 33. In accordance with Defendant FMC's warranty, Plaintiff delivered the Vehicle to
28 Defendant FMC and/or the privately owned service and repair shops in this state to perform

1 warranty repairs. Plaintiff did so within a reasonable time. Each time Plaintiff delivered the
2 Vehicle, Plaintiff notified Defendant FMC and/or the privately owned service and repair shops of
3 the characteristics of the defects. However, Defendant FMC and/or the privately owned service
4 and repair shops failed to repair the Vehicle, breaching the terms of the written warranty on each
5 occasion.

6 34. Plaintiff has been damaged by Defendant FMC's failure to comply with its
7 obligations under the express warranty, and therefore brings this Cause of Action pursuant to
8 Civil Code section 1794.

9 35. Defendant FMC's failure to comply with its obligations under the express warranty
10 was willful, in that Defendant FMC was aware that it was obligated to repair the Defects, but they
11 intentionally refused to do so. Accordingly, Plaintiff is entitled to a civil penalty of two times of
12 Plaintiff's actual damages pursuant to Civil Code section 1794(c).

13 **FIFTH CAUSE OF ACTION**

14 **BY PLAINTIFF AGAINST DEFENDANT FMC,**

15 **BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY**

16 **CIVIL CODE SECTION 1791.1; SECTION 1794**

17 36. Plaintiff re-alleges and incorporates herein by reference each and every allegation
18 and statement contained in paragraphs 1 through 35, inclusive, of the General Allegations, above.

19 37. Pursuant to Civil Code section 1792, the sale of the Vehicle was accompanied by
20 Defendant FMC's implied warranty of merchantability. Pursuant to Civil Code section 1791.1, the
21 duration of the implied warranty is coextensive in duration with the duration of the express written
22 warranty provided by Defendant FMC, except that the duration is not to exceed one-year.

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


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

PLAINTIFF PRAYS for judgement against Defendant as follows:

- a. For Plaintiff's actual damages in the amount according to proof at trial;
- b. For restitution;
- c. For a civil penalty in the amount of two times Plaintiff's actual damages pursuant to Civil Code section 1794, subdivision (c) or (e);
- d. For any consequential and incidental damages;
- e. For costs of the suit and Plaintiff's reasonable attorneys' fees pursuant to Civil Code section 1794, subdivision (d);
- f. For prejudgement interest at the legal rate; and
- g. For such other relief as the Court may deem proper.

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

DOWNTOWN L.A. LAW GROUP


Eleazar D. Kim, Esq.
Matt Xie, Esq.
Attorney for Plaintiff.

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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Eleazar D. Kim (SBN 297876) Matt Xie (SBN 317942) Downtown L.A. Law Group; 910 South Broadway, Los Angeles CA 90015 TELEPHONE NO.: (213) 358-6428 FAX NO.: (877) 389-2775 EMAIL ADDRESS: servicewarranty@downtownlalaw.com ATTORNEY FOR (Name): Plaintiff, [REDACTED]	FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of Los Angeles 6/14/2024 1:18 PM David W. Slayton, Executive Officer/Clerk of Court, By Y. Tarasyuk, Deputy Clerk
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: 111 North Hill Street CITY AND ZIP CODE: Los Angeles 90012 BRANCH NAME: Stanley Mosk Courthouse - Unlimited	
CASE NAME: [REDACTED] v. Ford Motor Company	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$35,000) <input type="checkbox"/> Limited (Amount demanded is \$35,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: [REDACTED] JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input checked="" type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
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): Five (5)
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)
- Date: June 14, 2024
- Eleazar D. Kim, Esq. _____

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/
Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care
Malpractice

Other PI/PD/WD (23)

Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller
Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/
Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse
Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court
Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims
(arising from provisionally complex case type listed above) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award
(not unpaid taxes)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint
Case *(non-tort/non-complex)*
Other Civil Complaint
(non-tort/non-complex)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE v. Ford Motor Company	CASE NUMBER
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CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

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

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Personal Injury Hub Courts			
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4, 11
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11
		<input type="checkbox"/> 2307 Construction Accidents	1, 4, 11

SHORT TITLE v. Ford Motor Company	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental) <input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5 1, 3, ⑤
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons <input type="checkbox"/> 4502 Other Professional Health Case Malpractice	1, 3, 5 1, 3, 5
	Other Personal Injury / Property Damage / Wrongful Death (23)	<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 3, 5
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 3, 5
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 3, 5
Other Civil Cases Assigned to Independent Calendar Courts			
Non-Personal Injury/Property Damage /Wrongful Death Tort	Business Tort (07)	<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 (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5

SHORT TITLE v. Ford Motor Company	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence) <input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	1, 2, 5 2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff <input type="checkbox"/> 0902 Other Promissory Note/Collections Case <input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) <input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 6, 11 5, 11 5, 6, 11 5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)		1, 2, 3, 8, 9	
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title <input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter		2	
<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review		2	

SHORT TITLE v. Ford Motor Company	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Judicial Review	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11
	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
	<input type="checkbox"/> 4304 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9

SHORT TITLE v. Ford Motor Company	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 1929 South Figueroa Street
CITY: Los Angeles	STATE: CA	ZIP CODE: 90007	

Step 5: Certification of Assignment: I certify that this case is properly filed in the Central District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 06/14/2024


(SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp <div style="text-align: center;"> FILED Superior Court of California County of Los Angeles 06/14/2024 David W. Slayton, Executive Officer / Clerk of Court By <u>Y. Tarasyuk</u> Deputy </div>
COURTHOUSE ADDRESS: Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		CASE NUMBER: <div style="background-color: black; width: 100px; height: 15px;"></div>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Anne Richardson	40					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
 on 06/14/2024 (Date) By Y. Tarasyuk, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS COMPLAINTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control (with the parties):** Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Case Manager Elizabeth Sanchez, elizabeth@adrservices.com (949) 863-9800
- **Mediation Center of Los Angeles** Program Manager Info@mediationLA.org (833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate or small claims cases.

b. Los Angeles County Dispute Resolution Programs

<https://hrc.lacounty.gov/>

Day of trial mediation programs have been paused until further notice.

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case.

c. Mediators and ADR and Bar organizations that provide mediation may be found on the Internet.

3. Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit <http://www.lacourt.org>

4. Mandatory Settlement Conferences (MSC): MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <http://www.lacourt.org>

Los Angeles Superior Court ADR website: <http://www.lacourt.org>
For general information and videos about ADR, visit <http://www.lacourt.org>

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS



Superior Court of California
County of Los Angeles

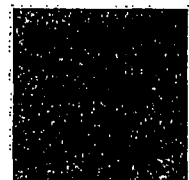


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



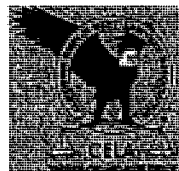
Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION – EARLY ORGANIZATIONAL MEETING			CASE NUMBER:

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤

(ATTORNEY FOR PLAINTIFF)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

- ☐ Request for Informal Discovery Conference
☐ Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
--------------	--------------

The following parties stipulate:

Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date:			JUDICIAL OFFICER
-------	--	--	------------------

MAY 11 2011

JOHN A. CLARKE, CLERK
BY NANCY NAVARRO, DEPUTY

General Order Re	)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation	)	EXTENDING TIME TO RESPOND BY
Stipulations	)	30 DAYS WHEN PARTIES AGREE
	)	TO EARLY ORGANIZATIONAL
	)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6 Whereas, in order to promote a meaningful discussion of pleading issues at the
7 Early Organizational Meeting and potentially to reduce the need for motions to
8 challenge the pleadings, it is necessary to allow additional time to conduct the Early
9 Organizational Meeting before the time to respond to a complaint or cross complaint
10 has expired;

11 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
12 which an action is pending to extend for not more than 30 days the time to respond to
13 a pleading "upon good cause shown";

14 Now, therefore, this Court hereby finds that there is good cause to extend for 30
15 days the time to respond to a complaint or to a cross complaint in any action in which
16 the parties have entered into the Early Organizational Meeting Stipulation. This finding
17 of good cause is based on the anticipated judicial efficiency and benefits of economic
18 case resolution that the Early Organizational Meeting Stipulation is intended to
19 promote.

20 IT IS HEREBY ORDERED that, in any case in which the parties have entered
21 into an Early Organizational Meeting Stipulation, the time for a defending party to
22 respond to a complaint or cross complaint shall be extended by the 30 days permitted
23

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk
 By Rizalinda Mina, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
— MANDATORY ELECTRONIC FILING)
FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

- 14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;
- 16 ii) Bonds/Undertaking documents;
- 17 iii) Trial and Evidentiary Hearing Exhibits
- 18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- 20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
 - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
 - iii) Pleadings and motions that include points and authorities;
 - iv) Demurrers;
 - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
 - vi) Motions for Summary Judgment/Adjudication; and
 - vii) Motions to Compel Further Discovery.
- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(1), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019



Kevin C. Brazile
KEVIN C. BRAZILE
Presiding Judge

[REDACTED]

[REDACTED]

Service of Process Transmittal Summary

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

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: Re: [REDACTED] // To: Ford Motor Company

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet, Notice

COURT/AGENCY: Los Angeles County - Superior Court - Agoura, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 FORD FLEX, VIN: [REDACTED]

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 07/17/2024 at 12:49

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service (Document(s) may contain additional answer dates)

ATTORNEY(S)/SENDER(S): Neal F. Morrow III
MFS Legal, Inc.
5318 East 2nd Street, 490
Long Beach, CA 90803
562-379-2654

ACTION ITEMS: CT has retained the current log, Retain Date: 07/18/2024, Expected Purge Date:
07/23/2024

Image SOP

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

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

PROCESS SERVER DELIVERY DETAILS

Date: Wed, Jul 17, 2024
Server Name: Bruce Anderson

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

Inserts		



SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT:**(AVISO AL DEMANDADO):**

FORD MOTOR COMPANY, A CORPORATION; CERRITOS FORD, INC., A CORPORATION, DBA NORM REEVES FORD SUPERSTORE; AND DOES 1 THROUGH 10, INCLUSIVE,
YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

██████████ and ██████████

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

FILED
Superior Court of California
County of Los Angeles

07/12/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Greer Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Superior Court of California
County of Los Angeles
POMONA COURTHOUSE SOUTH
400 Civic Center Plaza
Pomona, CA 91766

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Michael J. Avila

MFS Legal, Inc.

5318 East 2nd Street #490 Long Beach, CA 90803 (562) 379-2654

David W. Slayton, Executive Officer / Clerk of Court

DATE:

(Fecha) 07/12/2024

Clerk, by

(Secretario)

A. Greer

, Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

**NOTICE TO THE PERSON SERVED:** You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): Ford Motor Company, a Corporation
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date): JUL 17 2024

MFS Legal, Inc.

Neal F. Morrow III (SBN 295497)
Michael J. Avila (SBN 337521)
5318 East 2nd Street, #490
Long Beach, CA 90803
Tel: (562) 379-2654
Email: lawclerk@calemonlawteam.com (contact)
eservice@calemonlawteam.com (documents)

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/12/2024 3:26 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Greer, Deputy Clerk

Attorneys for PLAINTIFFS

and

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

and

PLAINTIFFS,

vs.

**FORD MOTOR COMPANY, a corporation;
CERRITOS FORD, INC., a corporation,
DBA NORM REEVES FORD
SUPERSTORE; and DOES 1 THROUGH
10, INCLUSIVE,
DEFENDANTS.**

Case No.:

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

**(1) VIOLATION OF THE SONG-
BEVERLY CONSUMER WARRANTY
ACT BREACH OF EXPRESS
WARRANTY
(2) VIOLATION OF THE SONG-
BEVERLY CONSUMER WARRANTY
ACT BREACH OF IMPLIED
WARRANTY
(3) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200
(4) NEGLIGENT REPAIR**

PLAINTIFFS, , an individual and , an
individual, (PLAINTIFFS) allege as follows:

1. PLAINTIFFS are individuals residing in the City of LONG BEACH, County of LOS ANGELES, and the State of CALIFORNIA.

2. Defendant FORD MOTOR COMPANY is registered to do business in the State of CALIFORNIA.

3. Defendant CERRITOS FORD, INC. DBA NORM REEVES FORD SUPERSTORE is and was a corporation, doing business in the State of California.

PLAINTIFFS' COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF

1 4. PLAINTIFFS do not know the true names and capacities, whether corporate, partnership,
2 associate, individual, or otherwise of DEFENDANTS issued herein as Does 1 through 10, inclusive,
3 under the provisions of section 474 of the California Code of Civil Procedure. DEFENDANT Does
4 1 through 10, inclusive, are in some manner responsible for the acts, occurrences and
5 transactions set forth herein, and are legally liable to PLAINTIFFS. PLAINTIFFS will seek leave to
6 amend this Complaint to set forth the true names and capacities of the fictitiously named
7 DEFENDANT together with appropriate charging allegations when ascertained.

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

10 6. Each DEFENDANT whether actually or fictitiously named herein, was the principal, agent
11 (actual or ostensible) or employee of each other DEFENDANT and in acting as such principal or
12 within the course and scope of such employment or agency, took some part in the acts and omissions
13 hereinafter set forth by reason of which each DEFENDANT is liable to PLAINTIFFS for the relief
14 prayed for herein.

15 7. On DECEMBER 11, 2017, PLAINTIFFS acquired a 2018 FORD FLEX, VIN:
16 [REDACTED] ("vehicle").

17
18 **FIRST CAUSE OF ACTION**
19 **(VIOLATION OF THE SONG-BEVERLY CONSUMER WARRANTY ACT)**
20 **BREACH OF EXPRESS WARRANTIES**
21 **AGAINST ALL DEFENDANTS**

22 8. PLAINTIFFS incorporate herein by reference each and every allegation contained in the
23 preceding and succeeding paragraphs as though herein fully restated and realleged.

24 9. PLAINTIFFS are "buyers" as defined by Cal. Civ. Code § 1791(b).

25 10. The vehicle is a "consumer good" as defined by Cal. Civ. Code § 1791(a).

26 11. DEFENDANT FORD MOTOR COMPANY is a "warrantor" as contemplated by Ca. Civ.
27 Code § 1795.

1 12. DEFENDANT CERRITOS FORD, INC. DBA NORM REEVES FORD SUPERSTORE is
2 a "manufacturer" and/or "distributor" under the Act.

3 13. PLAINTIFFS' acquisition of the Vehicle was a sale as defined by Cal. Civ. Code
4 §1791(n).

5 14. DEFENDANTS violated the Song-Beverly Consumer Warranty Act by failing to
6 conform the Vehicle to the express written warranties within a reasonable number of repair
7 attempts or within the warranty periods, and by failing to promptly replace the vehicle or make
8 restitution to PLAINTIFFS.

9 15. The defects, malfunctions, and nonconformities that were presented to DEFENDANTS'
10 authorized repair facilities multiple times substantially impair the use, value, and/or safety of
11 the Vehicle.

12 16. Pursuant to Cal. Civ. Code §1793.2(d), DEFENDANTS must refund the price of the
13 Vehicle to PLAINTIFFS.

14 17. Pursuant to Cal. Civ. Code § 1794(a), PLAINTIFFS are entitled to restitution.

15 18. As a direct and proximate result of said violations of the Song-Beverly Act,
16 PLAINTIFFS have sustained and continue to sustain, actual, incidental, and consequential
17 damages in the approximate amount of the purchase price according to proof at trial.

18 19. The failure of DEFENDANTS to comply with the Song-Beverly Act was willful in that
19 they had actual knowledge of the Vehicle's defects, malfunctions, and nonconformities, knew
20 of its legal duties under the warranty act, but repeatedly refused to make necessary repairs
21 and/or provide compensation to the PLAINTIFFS.

22 20. Pursuant to Cal. Civ. Code §1794(c), PLAINTIFFS are entitled to a civil penalty of two
23 times the amount of PLAINTIFFS' actual damages.

24 21. Pursuant to Cal. Civ. Code §1794(d), PLAINTIFFS are entitled to attorney's fees and
25 expenses reasonably incurred in connection with this action.

26 ///

27 ///

28 ///

1 **SECOND CAUSE OF ACTION**
2 **BREACH OF IMPLIED WARRANTY (SONG BEVERLY)**
3 **AGAINST ALL DEFENDANTS**

4 22. PLAINTIFFS incorporate all preceding paragraphs as if set forth at length below.

5 23. Pursuant to Cal. Civ. Code §1792, the Vehicle was accompanied by each
6 DEFENDANTS' implied warranty that the goods are merchantable.

7 24. Pursuant to Cal. Civ. Code §1793, and because of the existence of the express warranty,
8 DEFENDANTS may not disclaim, limit, or modify the implied warranties provided by the Song-
9 Beverly – Act.

10 25. DEFENDANTS breached the implied warranty of merchantability as stated in Cal. Civ.
11 Code §1791.1 and 1792 in the vehicle has malfunctions, and nonconformities render the Vehicle
12 unfit for the ordinary purposes for which it is used, and it would not pass without objection in the
13 trade.

14 26. Pursuant to Cal. Civ. Code §1794(a), PLAINTIFFS are entitled to restitution.

15 27. As a direct and proximate result of the breach of the implied warranty of merchantability,
16 PLAINTIFFS have sustained and continues to sustain, actual, incidental, and consequential
17 damages in the approximate amount of the purchase price according to proof at trial.

18 28. As a direct and proximate result of said violations of the Song-Beverly Act, PLAINTIFFS
19 have sustained and continues to sustain, actual, incidental, and consequential damages in the
20 approximate amount of the purchase price according to proof at trial.

21 29. Pursuant to Cal. Civ. Code §1794(d), PLAINTIFFS are entitled to attorney's fees and
22 expenses reasonably incurred in connection with this action.

23 30. PLAINTIFFS are "buyers" of consumer goods under the Act.

24
25 **THIRD CAUSE OF ACTION**
26 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
27 **AGAINST ALL DEFENDANTS**

28 31. Plaintiff incorporates all preceding paragraphs as if set forth at length below.

1
2 32. PLAINTIFFS and DEFENDANTS are each “person[s]” as defined by California Business
3 & Professions Code § 17201. California Bus. & Prof. Code § 17204 authorizes a private
4 right of action on both an individual and representative basis.

5 33. “Unfair competition” is defined by Business and Professions Code Section § 17200 as
6 encompassing several types of business “wrongs,” many of which are at issue here:

- 7 (1) an “unlawful” business act or practice,
8 (2) an “unfair” business act or practice,
9 (3) a “fraudulent” business act or practice, and
10 (4) “unfair, deceptive, untrue or misleading advertising.”

11 34. The definitions in § 17200 are drafted in the disjunctive, meaning that each of these
12 “wrongs” operates independently from the others.

13 35. PLAINTIFFS have no speedy adequate remedy at law and damages would not adequately
14 compensate her for the ongoing wrongs committed by DEFENDANTS.

15 36. By and through DEFENDANT’S conduct alleged in further detail above and herein,
16 DEFENDANTS engaged in conduct which constitutes (a) unlawful and (b) unfair
17 business practices prohibited by Bus. & Prof. Code § 17200 et seq.

18
19 **“UNLAWFUL” PRONG**

20 37. As a result of DEFENDANTS’ acts and practices described herein, DEFENDANTS have
21 violated California’s Unfair Competition Law, Business & Professions Code §§ 17200 et
22 seq., which provides a cause of action for an “unlawful” business act or practice
23 perpetrated on members of the California public.

24 38. PLAINTIFFS allege that Cal. Bus. & Prof. Code §§ 17200 et seq. prohibits the “unlawful”
25 Defendant conduct described previously and in greater detail herein throughout the
26 complaint and that Plaintiff has suffered injury in fact as a result of DEFENDANTS’
27 “unlawful” conduct.
28

Specifically, DEFENDANT FORD MOTOR COMPANY intentionally placed the Subject Vehicle, with defective components, into the stream of commerce. They knew the components and the Subject Vehicle suffered from defects which substantially affected the vehicle's value and safety. The issues that affected the Subject Vehicle were extensive and Manufacturer knew these defects existed and intentionally sold defective vehicles to the general public.

DEFENDANT CERRITOS FORD, INC. DBA NORM REEVES FORD SUPERSTORE was well aware of the highly defective components in this Subject Vehicle. DEFENDANT intentionally failed to properly diagnose the issues in the Subject Vehicle. DEFENDANT installed remanufactured and or reconditioned components, that were not of the same quality as the OEM components. DEFENDANT also installed components, which it knew were defective and would not correct the mechanical issues exhibited in the Subject Vehicle. DEFENDANT performed negligent repairs because they knew the Manufacturer was unlikely to reimburse them for multiple repairs due to the same underlying issue.

39. DEFENDANTS have other reasonably available alternatives to further its legitimate business interest, other than the conduct described above.

40. PLAINTIFFS reserve the right to allege other violations of law, which constitute other unlawful business practices or acts, as such conduct is ongoing and continues to this date.

"UNFAIR" PRONG

41. DEFENDANTS' actions and representations constitute an "unfair" business act or practice under § 17200 in that DEFENDANT'S conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any alleged benefits attributable to such conduct. Without limitation, it is an unfair business act or practice for Defendants to knowingly or negligently:

- (1) fail to provide repair facilities to service vehicles to conform to the express warranties reasonably close to where Plaintiffs' vehicle is sold;

- 1 (2) provide their authorized repair facilities service and repair literature to allow
2 them to conform the vehicles to the express warranties;
3 (3) inform consumers of their warranty rights on their repair orders;
4 (4) pay their authorized repair facilities for work done under the express warranty;
5 (5) Trying to coerce Plaintiffs and other members of the public to sign
6 confidentiality clauses.

7 42. At a date presently unknown to PLAINTIFFS, but within four years of the filing of this
8 action, and as set forth above, DEFENDANTS have committed acts of unfair competition
9 as defined by Cal. Bus. & Prof. Code §§ 17200 et seq., as alleged further detail above and
10 herein.

11 43. PLAINTIFFS could not have reasonably avoided the injury suffered herein. PLAINTIFFS
12 reserve the right to allege further conduct that constitutes other unfair business acts or
13 practices. Such conduct is ongoing and continues to this date, as Defendants continue to
14 violate the provisions of the Song-Beverly Act.

15
16 **"FRAUDULENT" PRONG**

17 44. California Business & Professions Code § 17200 prohibits any "fraudulent ... business act
18 or practice." In order to prevail under the "fraudulent" prong of the UCL, a consumer must
19 allege that the fraudulent business practice was likely to deceive members of the public.

20 45. The test for "fraud" as contemplated by California Business and Professions Code § 17200
21 is whether the public is likely to be deceived. Unlike common law fraud, a § 17200
22 violation can be established even if no one was actually deceived, relied upon the
23 fraudulent practice, or sustained any damage.

24 46. Here, consumers are likely to be deceived by the acts described above in this complaint.

25 47. California consumers, including Plaintiffs, were never informed of their rights pursuant to
26 the Song-Beverly Acts standards.

1 48. In addition, DEFENDANTS' oral misrepresentations also deceived PLAINTIFFS to
2 believe that PLAINTIFFS would receive a benefit by purchasing a Vehicle from them
3 under warranty.

4 49. Despite the passage of time, PLAINTIFFS have received no such benefit from the
5 warranty of the vehicle.

6 50. PLAINTIFFS are entitled to injunctive relief to bring DEFENDANTS in conformity with
7 the law.

8 51. PLAINTIFFS are further entitled to preliminary relief to enforce DEFENDANTS
9 compliance with its legal obligations during the pendency of the within action as
10 PLAINTIFFS have both no adequate remedy at law, has and continues to suffer
11 irreparable injury, and damages would be completely inadequate.

12 13 **FOURTH CAUSE OF ACTION**

14 **Negligent Repair**

15 **(Against Defendant CERRITOS FORD, INC. DBA NORM REEVES FORD**
16 **SUPERSTORE)**

17 52. Plaintiff incorporates all preceding paragraphs as if set forth at length below.

18 53. PLAINTIFFS delivered the Subject Vehicle to Defendant CERRITOS FORD, INC.
19 DBA NORM REEVES FORD SUPERSTORE for repair on numerous occasions.

20 54. DEFENDANT CERRITOS FORD, INC. DBA NORM REEVES FORD SUPERSTORE
21 owed a duty to PLAINTIFFS to use ordinary care and skill in storage, preparation, and
22 repair of the Subject Vehicle in accordance with industry standards.

23 55. DEFENDANT CERRITOS FORD, INC. DBA NORM REEVES FORD SUPERSTORE
24 breached its duty to PLAINTIFFS to use ordinary care and skill by failing to properly
25 store, prepare and repair of the Subject Vehicle in accordance with industry standards.


26 56. DEFENDANT CERRITOS FORD, INC. DBA NORM REEVES FORD
27 SUPERSTORE's negligence and its breach of its duties owed to PLAINTIFFS was a
28 proximate cause of Plaintiffs' damages.

1
2 **WHEREFORE, PLAINTIFFS PRAY FOR RELIEF AS FOLLOWS:**

- 3 (1) A declaration that the sales contract is rescinded;
4 (2) A declaration that DEFENDANTS have been given a reasonable number of repair
5 attempts and/or days to conform the Vehicle to the warranty;
6 (3) Actual damages of \$65,580.80 according to proof;
7 (4) Consequential and incidental damages according to proof;
8 (5) Restitution of all consideration given by PLAINTIFFS and or paid out toward the
9 Vehicle;
10 (6) Civil Penalties under the Song-Beverly Act in the amount of two times actual
11 damages;
12 (8) Reasonable attorney's fees according to statute and contract;
13 (9) Prejudgment interest at the highest maximum legal rate;
14 (10) A temporary restraining order and/or preliminary injunction;
15 (11) Costs and expenses reasonably incurred in connection with this action;
16 (12) An order requiring DEFENDANTS to account for all monies that they have
17 received as a result of the acts and practices found to constitute unfair
18 competition pursuant to *Cal. Bus. & Prof. Code §§ 17200 et. seq.*;
19 (13) An order requiring DEFENDANTS to abstain from any further acts and practices
20 found to constitute unfair competition pursuant to *Cal. Bus. & Prof. Code*
21 *§§ 17200 et. seq.*;
22 (14) Such other relief as the Court deems just and proper.
23
24

25 DATED: July 12, 2024

MFS Legal, Inc.

27 
28 Michael J. Avila
Attorney for PLAINTIFFS

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):

Neal F. Morrow III (SBN 295497) Michael J. Avila (SBN 337521)

MFS Legal, Inc.

5318 East 2nd Street #490 Long Beach, CA 90803

TELEPHONE NO.: (562) 379-2654

FAX NO.: 5622651112

EMAIL ADDRESS: lawclerk@calemonlawteam.com (contact)

ATTORNEY FOR (Name):

FOR COURT USE ONLY

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County of Los Angeles
7/12/2024 3:26 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Greer, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 400 Civic Center Plaza

MAILING ADDRESS:

CITY AND ZIP CODE: Pomona, CA 91766

BRANCH NAME: POMONA COURTHOUSE SOUTH

CASE NAME: et. al. vs. FORD MOTOR COMPANY, et. al.

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$35,000)

☐ **Limited**
(Amount
demanded is
\$35,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

- ☐ Auto (22)
☐ Uninsured motorist (46)

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

- ☐ Asbestos (04)
☐ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- ☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

- ☐ Wrongful termination (36)
☐ Other employment (15)

Contract

- ☒ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

- ☐ Eminent domain/Inverse
condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

- ☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

- ☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation
(Cal. Rules of Court, rules 3.400–3.403)

- ☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the
above listed provisionally complex case
types (41)

Enforcement of Judgment

- ☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

- ☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- ☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 4

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 12, 2024

Michael J. Avila

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner
Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE

et. al. vs. FORD MOTOR COMPANY, et. al.

CASE NUMBER

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION**(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

1. Class Actions must be filed in the Stanley Mosk Courthouse, Central District.	7. Location where petitioner resides.
2. Permissive filing in Central District.	8. Location wherein defendant/respondent functions wholly.
3. Location where cause of action arose.	9. Location where one or more of the parties reside.
4. Location where bodily injury, death or damage occurred.	10. Location of Labor Commissioner Office.
5. Location where performance required, or defendant resides.	11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection).
6. Location of property or permanently garaged vehicle.	

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4
Other Personal Injury/Property Damage/ Wrongful Death	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4
		<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility	1, 4
		<input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form)	1, 4

SHORT TITLE [REDACTED] et. al. vs. FORD MOTOR COMPANY, et. al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
		<input type="checkbox"/> 2307 Construction Accidents	1, 4
		<input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 4
Other Personal Injury/ Property Damage/ Wrongful Death	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental)	1, 4
		<input type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons	1, 4
		<input type="checkbox"/> 4502 Other Professional Health Care Malpractice	1, 4
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 (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice	1, 2, 3
		<input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case	1, 2, 3
		<input type="checkbox"/> 1502 Labor Commissioner Appeals	10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input checked="" type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5
		<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence)	1, 2, 5
		<input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	2, 5
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff	5, 6, 11
		<input type="checkbox"/> 0902 Other Promissory Note/Collections Case	5, 11
		<input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014)	5, 6, 11
		<input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 11
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8

SHORT TITLE [REDACTED] et. al. vs. FORD MOTOR COMPANY, et. al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Contract (Continued)	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/negligence)	1, 2, 3, 8, 9
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6
		<input type="checkbox"/> 2602 Quiet Title	2, 6
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6
Unlawful Detainer	Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2
	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review	2, 8
		<input type="checkbox"/> 3902 Administrative Hearing	2, 8
		<input type="checkbox"/> 3903 Parking Appeal	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage	1, 11
		<input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11

SHORT TITLE [REDACTED] et. al. vs. FORD MOTOR COMPANY, et. al.	CASE NUMBER
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (see Step 3 above)
Provisionally Complex Litigation (Continued)	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> 2002 Abstract of Judgment	2, 6
		<input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax	2, 8
		<input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/noncomplex)	1, 2, 8
	<input type="checkbox"/> 4204 Other Civil Complaint (non-tort/non-complex)	1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> 4307 Other Civil Petition	2, 9		

SHORT TITLE [REDACTED] et. al. vs. FORD MOTOR COMPANY, et. al.	CASE NUMBER
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Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases.)

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input checked="" type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11			ADDRESS: 2000 E Garvey Ave S.
CITY: West Covina	STATE: CA	ZIP CODE: 91791	

Step 5: Certification of Assignment: I certify that this case is properly filed in the East District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: 07/12/2024


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (01/23).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for **civil cases** is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.losangelesmediation.com

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://drla.lacourt.org>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://nls.lacourt.org>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit

<https://www.lacourt.org>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org>

Los Angeles Superior Court ADR website: <https://www.lacourt.org>

For general information and videos about ADR, visit <http://www.lacourt.org>

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> FILED Superior Court of California County of Los Angeles 07/12/2024 David W. Slayton, Executive Officer / Clerk of Court By: <u>A. Greer</u> Deputy </div>
<small>COURTHOUSE ADDRESS:</small> Pomona Courthouse South 400 Civic Center Plaza, Pomona, CA 91766	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	<small>CASE NUMBER:</small> <div style="background-color: black; width: 100px; height: 15px;"></div>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	Bryant Y. Yang	L					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
 on 07/16/2024 By A. Greer, Deputy Clerk
(Date)

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

[REDACTED]

[REDACTED]

**Service of Process
Transmittal**

11/12/2019

CT Log Number [REDACTED]

TO: Chris Dzbanski
FORD MOTOR COMPANY
1 American Rd Whq 421-E6
Dearborn, MI 48126-2701

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED] Motor Company, etc., et al., Dfts.

DOCUMENT(S) SERVED: Summons, Complaint, Complaint, Cover Sheet, Instructions, Declaration, Certificate(s), Attachment(s)

COURT/AGENCY: Riverside County - Superior Court - Murrieta, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Ford Flex, VIN: [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 11/12/2019 at 15:15

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Bobby C. Walker
Law Offices of Jon Jacobs
One Ridgeway Dr.
Ste. 245
Temecula, CA 92590
916-663-6400

REMARKS: The document(s) received have been modified to reflect the name of the entity being served.

ACTION ITEMS: CT has retained the current log, Retain Date: 11/13/2019, Expected Purge Date: 11/18/2019

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

SIGNED: C T Corporation System
ADDRESS: 1999 Bryan St Ste 900
Dallas, TX 75201-3140

For Questions: 877-564-7529
MajorAccountTeam2@wolterskluwer.com

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FORD MOTOR COMPANY, a Delaware Corporate Entity; and DOES
1 to 20, Inclusive

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

an individual

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

FILED

Superior Court of California
County of Riverside

11/6/2019

J. Valdez

Electronically Filed

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court of Riverside
Southwest Justice Center; Riverside County
30755-D Auld Rd; Murrieta, CA 92563

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Law Offices of Jon Jacobs; One Ridgeway Dr., Ste. 245; Temecula, CA 92590; (916) 663-6400

DATE: 11/6/2019
(Fecha)

Clerk, by J. Valdez, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(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): Ford Motor Company, a Delaware Corporate Entity
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☒ by personal delivery on (date): 11/12/19

1 Jon P. Jacobs (SBN 205245)
2 Terry L. Baker (SBN 214365)
3 Rene J. Dupart (SBN 289956)
4 Bobby C. Walker (SBN 321788)
5 LAW OFFICES OF JON JACOBS
6 1 Ridgeway Dr., Suite 245
7 Temecula, CA 92590
8 Telephone: (916) 663-6400
9 Facsimile: (916) 663-6500

10 Attorneys for Plaintiff
11 [REDACTED]

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF RIVERSIDE**

14 [REDACTED] an individual,
15
16 Plaintiff,
17 vs.
18 FORD MOTOR COMPANY, a Delaware
19 Corporate Entity; and DOES 1 to 20, Inclusive,
20 Defendants

Case No. **MCC1901424**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

**(1) VIOLATION OF THE SONG-BEVERLY
CONSUMER WARRANTY ACT -
BREACH OF EXPRESS WARRANTY;**

**(2) VIOLATION OF THE SONG-BEVERLY
CONSUMER WARRANTY ACT -
BREACH OF IMPLIED WARRANTY;**

**(3) VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

**UNLIMITED JURISDICTION - DAMAGES
EXCEED \$25,000**

21 **TO THIS HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF**
22 **RECORD HEREIN:**

23 Plaintiff hereby alleges as follows:

24 **PARTIES**

25 1. Plaintiff [REDACTED] (hereinafter "Plaintiff"), is now and at all times relevant, a
26 resident of the State of California, and all the acts and omission herein set forth occurred
27
28

FILED
Superior Court of California
County of Riverside

11/6/2019

J. Valdez

Electronically Filed

1 in the County of Riverside, in the State of California. Plaintiff is a "buyer" as defined by
2 *California Civil Code* § 2981(c) and § 1791(b).

- 3 2. Plaintiff believes that Defendant, FORD MOTOR COMPANY (hereinafter "FORD"
4 and/or "Defendant"), a manufacturer as defined by *Civil Code* §§ 1791(j) and (l), is and
5 at all relevant times has been, a business entity, incorporated and organized and existing
6 under the laws of the State of Delaware, with their corporate offices located at 1
7 American Road, Dearborn, MI 48126.
- 8 3. Defendant is a "person" as defined by *California Civil Code* § 1761(c).
- 9 4. Defendant is a "service contract seller" and/or "service contractor" and/or "service
10 contract administrator" as defined in *California Civil Code* § 1791(q), (r), and (p).
- 11 5. Defendant is licensed to do business in California and transacts business in Riverside
12 County, California, and at all relevant times sold, promoted, and distributed vehicles, an
13 example of which is the subject of this Complaint throughout the United States,
14 including Riverside County, California. Defendant has significant contacts with
15 Riverside County, California, and the activities complained of herein occurred, in whole
16 or in part, in Riverside County, California. Defendant's agent for service of process is
17 CT Corporation System, located at 818 W. Seventh St. 2nd Floor, Los Angeles,
18 California 90017.
- 19 6. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein
20 fictitiously as DOES 1 through 20, authorized under *California Code of Civil Procedure*
21 § 474. Plaintiff is informed and believes, and thereupon alleges, that each fictitiously
22 named Defendant is responsible for the events hereinafter alleged. Plaintiff further
23 alleges that Unknown Defendants were responsible, at least in part, for the damages, and
24 at this time are unknown to Plaintiff. Plaintiff will seek leave of Court to amend this
25 Complaint to allege the true names and capacities of said fictitiously named defendants
26 when ascertained.
- 27 7. Plaintiff is informed and believes, and thereupon alleges, that at all times mentioned
28 herein, the Unknown Defendants are individual and/or business entities whose forms are

1 unknown. Plaintiff is informed and believes, and on that basis alleges, that at all times
2 mentioned herein, the Unknown Defendants were agents, principals, employees,
3 employers, and co-conspirators of each and every other named or unnamed defendant in
4 this Complaint.

5 8. Defendants sued herein as Does 1 through 20 are contractually, strictly, negligently,
6 intentionally, vicariously, and/or otherwise legally liable in some manner for each and
7 every act, omission, obligation, event, or happening set forth in this Complaint, and that
8 each of said fictitiously named defendants is indebted to Plaintiff as hereinafter alleged.

9 9. Whenever in this Complaint an act or omission of a corporation or business entity is
10 alleged, the allegation shall be deemed to mean and include an allegation that the
11 corporation or business entity acted, or failed to act, through its authorized officers,
12 directors, agents, servants, and/or employees, acting within the course and scope of their
13 duties, that the act or omission was authorized by corporate managerial officers or
14 directors, and that the act or omission was ratified by the officers and directors of the
15 corporation or business entity. As a result of their manufacturing and sales activities,
16 defendants are and were subject to, and must comply with, the Civil Code, Business and
17 Professions Code § 17200, the Unfair and Deceptive Business Practices Act, and other
18 relevant statutes and case law.

19 JURISDICTION

20 10. Plaintiff is informed and believes, and thereupon alleges, that Defendant is a Delaware
21 corporate entity, registered as a foreign corporation, in the State of California.

22 11. Plaintiff is informed and believes, and thereupon alleges, that the incidents and events
23 that gave rise to the above-entitled complaint were committed in the County of
24 Riverside.

25 STATEMENT OF THE FACTS

26 12. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 11
27 as though fully set forth herein.
28

1 13. On or around September 7, 2018, Plaintiff purchased a new 2018 FORD FLEX
2 (hereinafter "Vehicle"), VIN [REDACTED] from GASCH FORD (hereinafter
3 "Dealer"), located at 150 Carriage Circle, Hemet, CA 92545.

4 14. The Vehicle was sold with the remainder of Defendant's 3-year, 36,000-mile bumper-
5 to-bumper warranty and 5-year, 60,000-mile powertrain warranty, to be free from
6 defects in materials and workmanship. Defendant, by way of their warranties, promised
7 Plaintiff to make or provide repairs that were free of charges during the warranty period.

8 15. The Vehicle is a "consumer good" and "consumer product" as defined in Civil Code §§
9 1791(a), and 15 U.S.C.A. 2301(1), respectively.

10 16. Plaintiff's purchase of the Vehicle is a "transaction" as defined in Civil Code § 1761(e),
11 and a "sale" as defined in Civil Code § 1791(n), all pursuant to a "conditional sale
12 contract" as defined in Civil Code § 2981(a)(1).

13 17. The Vehicle, from the time of the purchase of the Vehicle to the present, has suffered
14 extensive and ongoing problems, including but not limited to the following as
15 summarized after visiting the servicing dealerships:

Problems	Date	Odo.	Days	RO #
Oil Leak – VERIFIED – Customer states they are seeing an oil leak from the engine area. Ran oil dye test, found oil pan gasket not sealing properly. Removed cleaned and resealed oil pan cleaned area Exterior – VERIFIED – Customer states the rubber plastic trim that runs along the bottom of the drivers side doors keep popping off. Please check trim on both sides of vehicle. Found moldings loose on both sides of vehicle. Ordered replacements Customer to be called when parts arrive	11/28/18	2,144	3	[REDACTED]
Exterior – 2nd Repair Attempt – VERIFIED – Customer states the plastic trim under the drivers doors and passenger doors SOP in Installed lower vehicle weather strip.	12/08/18	2,156	1	[REDACTED]

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Verified proper fit.				
<p>Noise – There is a clicking noise in the dash when you turn car off. Like an actuator?</p> <p>Unable to verify and re – duplicate concern at this time.</p> <p>Tire wear – VERIFIED – Customer complains of fast tire wear, front tires are down to 3 – 4/ 32nds, check & advise Rec 2 tires and alignment old dot [REDACTED] 2417(1x) 1217(1x)</p> <p>New dot – [REDACTED] 3818(2x)</p> <p>Keyless Entry – VERIFIED – Key less entry trim is loose.</p> <p>Verified concern key less entry pad loose will not stay secured correctly recommend to replace driver front keyless pad/trim panel</p> <p>Remove driver side keyless entry trim panel clean and remove adhesive installed new keyless entry trim</p> <p>Exterior – VERIFIED – Left rear door ext. black panel on door is loose... front panel Verified concern driver side rear door et. Front panel is loose will not stay secured correctly recommend to replace driver side rear door front trim panel.</p> <p>Remove driver side rear door ext. front trim panel clean surface and installed new trim panel</p> <p>Exterior – VERIFIED – Right rear door ext black panel... back is loose & weather stripping</p> <p>Verified concern passenger rear door back panel loose will not stay secured correctly recommend to replace trim panel</p> <p>Remove passenger rear door ext back trim panel clean surface and installed new ext trim panel</p> <p>Exterior – VERIFIED – Right rear door black ext panel front is loose</p> <p>Verified concern passenger rear door, back trim panel loose will not stay secured correctly recommend to replace trim panel</p>	05/16/19	8,254	2	[REDACTED]
<p>Exterior – VERIFIED – W/ pass rear door, front outer trim is loose sop here</p>	06/27/19	9,623	2	[REDACTED]

1	Verified concern passenger rear door outer trim, front side of door is loose, will not stay secured correctly recommend to replace trim				
2					
3	Remove passenger rear door outer trim front of door clean and remove adhesive, installed new trim. Re-inspect, good.				
4	Exterior – VERIFIED – Pass front door outer trim is loose				
5	Verified concern passenger front door outer trim loose recommend to replace passenger front door outer trim				
6	Remove clean surface and installed passenger front door out trim re – inspect good				
7					
8					
9					
10	Oil Leak – VERIFIED – Check oil leak Check for oil leaks, engine	09/24/19	12,790	4	
11	Oil pan gasket not sealing properly				
12	Removed cleaned and resealed oil pan refilled oil				
13	Exterior – VERIFIED – Rear side glass, both sides, front trim is cracking				
14	Parts on order				
15	AC Vent – VERIFIED – Middle row right side roof vent closes with AC on.				
16	Verified the concern. Rec a new vent				
17	Replaced the vent checked operation and the vents is operating as intended				
18	Back up Camera – VERIFIED – Back up camera screen is distorted				
19	Verified the concern. Checked for codes tsbs and ssms and was unable to find any related to the concern. Performed pinpoint test B: poor image quality				
20	(B1)(YES)(B)(NO)(R6)(YES)(B9)(YES).				
21	Rec a new camera to continue				
22	Replaced the backup camera and programmed the camera. Checked operation and the camera now operates as intended.				
23					
24	Exterior – VERIFIED – Right side, rear outer glass front trim is cracked. Parts on order				
25					
26					

18. Plaintiff has suffered through ongoing and reoccurring problems with the Vehicle's issues described in Paragraph No. 17, above.

- 1 19. Defendant, through its Dealer, has refused and/or failed to remedy, fix, or remediate the
2 issues reflected in Paragraph No. 17, above, among other things.
- 3 20. The issues plaguing the Vehicle are not the fault of the Plaintiff. Plaintiff has
4 meticulously maintained the Vehicle. The uncorrected issues are the fault of Defendant.
- 5 21. The servicing dealerships are Defendant's agents as they perform warranty repairs on
6 behalf of and for Defendant. It is clear that Defendant is unable to fix, remedy, and/or
7 repair the Vehicle to conform to the warranty. The Defendant's multiple repair attempts
8 have proven willfully unsuccessful in resolving the issues.
- 9 22. Plaintiff paid top dollar for the Vehicle and is reasonably entitled to expect great
10 professional service and a reliably strong vehicle. It is obvious that the chronic problems
11 and defects are not acceptable in this class of vehicles.
- 12 23. Defendant's multiple failures to remedy, repair, and/or fix the issues with the Vehicle
13 have left Plaintiff with no reasonable alternative but to bring this legal action.

14 **FIRST CAUSE OF ACTION**

15 **Breach of Express Warranty-Song-Beverly Consumer Warranty Act**

16 **Against All Defendants**

- 17 24. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 23
18 as though fully set forth herein.
- 19 25. In connection with the sale of the defective Vehicle, Defendant provided the warranty,
20 as articulated in Paragraph No. 14, above. Under the terms of the warranty, Defendant
21 undertook to preserve and maintain the utility and performance of the Vehicle and to
22 provide compensation to the original and subsequent private purchasers of the Vehicle if
23 there is a failure of utility and/or performance within said warranty period.
- 24 26. The warranty is an express warranty and a written warranty within the meanings defined
25 in Civil Code §1791.2 and 15 U.S.C. § 2301(6).
- 26 27. The above-described defects, malfunctions, and nonconformities, more fully explained
27 above in Paragraph No. 17, substantially impair the use, value, and safety of the vehicle.
- 28 28. Defendant violated Civil Code § 1793.2(d)(2) when it breached the express warranty

1 provided by refusing, within a reasonable number of attempts, to service or repair the
2 vehicle so as to conform it to the express warranty and again violated this same
3 subsection when it subsequently failed to offer Plaintiff a repurchase or replacement of
4 Vehicle including restitution of all money paid out towards the Vehicle, and interest on
5 the same.

6 29. Under Civil Code § 1793.2(d)(2), Defendant must, upon election by Plaintiff, reimburse
7 the Vehicle's price to Plaintiff or replace Vehicle with a like vehicle. Plaintiff hereby
8 again revokes his acceptance of the Vehicle, rescinds the contract, and demands a
9 complete refund, as explained above.

10 30. Defendant violated Civil Code §§ 1793.2(b), 1793.3, and 1793.4 by failing to
11 commence service and repair within reasonable time, and failing to tender conforming
12 goods within 30 days.

13 31. Under Civil Code §§ 3287 and/or 3289(a), Plaintiff is entitled to interest at the
14 contracted-for rate on all money paid toward the Vehicle, from the date of contract, and
15 hereby asserts his claim for the same.

16 32. Plaintiff notified Defendant of the problems suffered by the Vehicle and Defendant
17 willfully refused to acknowledge all the repair attempts and failed to service vehicle
18 and/or remedy the aforementioned problems, as more fully explained above at
19 Paragraph No. 17, within a reasonable amount of time, under warranty. The failure of
20 Defendant to comply with the express warranty provided was willful in that Defendant
21 had actual knowledge of nonconformities prior to and/or subsequent to Plaintiff's
22 purchase of Vehicle. Defendant knew of its legal duties under warranty. Subsequent to
23 the purchase of the Vehicle, Defendant refused to make necessary repairs, timely and
24 correctly, under warranty. Defendant has since failed to offer Plaintiff a complete
25 repurchase or refund. For the aforementioned and following reasons, under Civil Code §
26 1794(e)(1) [citing Civil Code § 1793.2(d)(2)], Plaintiff is entitled to a civil penalty of up
27 to two times the amount of his damages in addition to such actual damages.

28 33. Under Civil Code § 1795.6(a) and (b), the warranty cannot expire since the repair

1 attempts failed to remedy the problems during the warranty period.

2 34. Under Civil Code § 1794(a), Plaintiff is entitled to restitution of all consideration given
3 and hereby elects the same.

4 35. As a proximate result of said breaches of express warranty, and of said rescission,
5 Plaintiff has sustained, and continues to sustain, incidental and consequential damages,
6 both economic and noneconomic, plus civil penalties and interest, according to proof.

7 36. Under Civil Code § 1794(d), Plaintiff is entitled to attorney's fees and expenses
8 reasonably incurred in connection with this action.

9 **SECOND CAUSE OF ACTION**

10 **Breach of Implied Warranty-Song-Beverly Consumer Warranty Act**

11 **Against All Defendants**

12 37. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 36
13 as though fully set forth herein.

14 38. Defendant breached the implied warranties of merchantability and fitness as stated in
15 Civil Codes §§ 1791.1, 1792, and 1792.1 in that the defects and nonconformities more
16 fully explained above in Paragraph No. 17 make the vehicle not merchantable, unfit for
17 its ordinary and/or specific purposes, and it would not pass without objection in the
18 trade.

19 39. Because of the breaches of implied warranties, Plaintiff again revokes acceptance of the
20 Vehicle and rescinds the contract. Under Civil Code §§ 1794(a), Plaintiff is entitled to
21 restitution of all consideration given.

22 40. Under Civil Code §§ 3287 and/or 3289(a), Plaintiff is entitled to interest on all money
23 paid toward Vehicle at the contracted-for rate from the date of contract and hereby again
24 asserts his claim for the same.

25 41. For the reasons stated above in Paragraph No. 17, under Civil Code § 1794(c) and/or §
26 1794(e)(1), Plaintiff is entitled to a civil penalty of up to two times the amount of his
27 damages in addition to the actual damages suffered.

28 42. Under Civil Code § 1795.6(a) and (b), the warranty cannot expire since the repair

1 attempts failed to remedy the problems during the warranty period.

2 43. The failure of Defendant to comply with the implied warranties provided was willful in
3 that it had actual and/or constructive knowledge of the nonconformities prior to Dealer
4 selling the Vehicle to Plaintiff, knew of its legal duties under the applicable implied
5 warranty, and subsequently refused to timely make necessary repairs, replacement, or
6 refund. Therefore, under Civil Code § 1794(c) and/or § 1794 (e)(1), Plaintiff is entitled
7 to a civil penalty of up to two times the amount of his actual damages in addition to the
8 actual damages suffered.

9 44. As a proximate result of said breaches of implied warranties, and of said rescission,
10 Plaintiff has sustained, and continues to sustain, incidental and consequential damages,
11 both economic and noneconomic, plus civil penalties and interest, according to proof.

12 45. Under Civil Code § 1794(d), Plaintiff is entitled to attorney's fees and expenses
13 reasonably incurred in connection with this action.

14 **THIRD CAUSE OF ACTION**

15 **Business and Professions Code § 17200**

16 **Against All Defendants**

17 46. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 45
18 as though fully set forth herein.


19 47. Plaintiff brings this action against defendants for their alleged violation of *California*
20 *Business and Professions Code §§ 17200 et seq.*, also known as the Unfair Competition
21 Act ("Act"). The Act prohibits "any unlawful, unfair, or fraudulent business act or
22 practice" or "unfair, deceptive, untrue, or misleading advertising." Defendant's violation
23 of the Song-Beverly Act and act of placing a known defective vehicle with a known
24 defective design into the stream of commerce without warning and/or remedying the
25 defect are deceptive and fraudulent business practices.

26 48. Plaintiff alleges that *Cal. Bus. & Prof. Code §§ 17200 et seq.* prohibits the "unlawful"
27 conduct of Defendant described previously and in greater detail herein throughout the
28 Complaint and that Plaintiff has suffered injury-in-fact as a result of Defendant's

5. Civil Penalties on each violation of the Song-Beverly Act in the amount of two times actual damages;
6. Reasonable attorney's fees according to proof;
7. Costs and expenses reasonably incurred in connection with this action;
8. An order requiring defendants to account for all monies that they have received as a result of the acts and practices found to constitute unfair competition pursuant to *Cal. Bus. & Prof. Code §§ 17200 et seq.*;
9. An order requiring defendants to abstain from any further acts and practices found to constitute unfair competition pursuant to *Cal. Bus. & Prof. Code §§ 17200 et seq.*;
10. Such other relief as the court deems proper.

Dated: October 30, 2019

LAW OFFICES OF JON JACOBS



Jon P. Jacobs, Esq.

Terry L. Baker, Esq.

Rene J. Dupart, Esq.

Bobby C. Walker, Esq.

Attorneys for Plaintiff

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jon P. Jacobs (SBN 205245); Bobby C. Walker (SBN 321788) Law Offices of Jon Jacobs One Ridgeway Dr., Ste. 245 Temecula, CA 92590 TELEPHONE NO.: (916) 663-6400 FAX NO.: (916) 663-6500 ATTORNEY FOR (Name): Plaintiff, [REDACTED]		FOR COURT USE ONLY <h2 style="margin: 0;">FILED</h2> Superior Court of California County of Riverside 11/6/2019 J. Valdez Electronically Filed
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 30755-D Auld Road MAILING ADDRESS: 30755-D Auld Road CITY AND ZIP CODE: Murrieta 92563 BRANCH NAME: Southwest Justice Center		
CASE NAME: [REDACTED] v. Ford Motor Company		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: MCC1901424 JUDGE: DEPT:		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
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): Three
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 31, 2019
 Bobby C. Walker

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

1 Jon P. Jacobs (SBN 205245)
2 Terry L. Baker (SBN 214365)
3 Rene J. Dupart (SBN 289956)
4 Bobby C. Walker (SBN 321788)
5 LAW OFFICES OF JON JACOBS
6 1 Ridgeway Dr., Suite 245
7 Temecula, CA 92590
8 Telephone: (916) 663-6400
9 Facsimile: (916) 663-6500

10 Attorneys for Plaintiff
11 [REDACTED]

FILED
Superior Court of California
County of Riverside
11/6/2019
J. Valdez
Electronically Filed

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE

10 [REDACTED] an individual

11 Plaintiff,

12 v.

13 FORD MOTOR COMPANY, a Delaware
14 Corporate Entity; and DOES 1 to 20,
Inclusive,

Defendants.

CASE No.: [REDACTED]

**DECLARATION OF BOBBY C. WALKER
FOR FILING OF COMPLAINT**


15 I, Bobby C. Walker, declare:

- 16 1. I am an attorney at law duly admitted to practice before the courts of the State of
17 California and am the attorney of record for Plaintiff [REDACTED]
- 18 2. The following declaration is made upon my own true knowledge and belief of the
19 events which have occurred in this matter.
- 20 3. The Complaint filed concurrently herewith is filed in a proper place for the trial
21 thereof, for one or more of the reason(s) below:
 - 22 • This is the county in which the subject matter of the action, or a substantial portion
23 thereof, occurred;
 - 24 • This is the county in which the person against whom the action is brought resides;
 - 25 • This is the county in which the person against whom the action is brought has its
26 principal place of business or is doing business; and/or
 - 27 • This is the county in which the parties entered into the subject transaction.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed at Rocklin, California.

3
4 Dated: October 31, 2019

LAW OFFICES OF JON JACOBS

5
6 
7 Jon P. Jacobs
8 Bobby C. Walker
9 Attorneys for Plaintiff
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ **BANNING** 311 E. Ramsey St., Banning, CA 92220
☐ **BLYTHE** 265 N. Broadway, Blythe, CA 92225
☐ **HEMET** 880 N. State St., Hemet, CA 92543
☐ **MORENO VALLEY** 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553

☒ **MURRIETA** 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
☐ **PALM SPRINGS** 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
☐ **RIVERSIDE** 4050 Main St., Riverside, CA 92501
☐ **TEMECULA** 41002 County Center Dr., #100, Temecula, CA 92591

RI-030

<p><small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)</small> Jon P. Jacobs (SBN 205245); Bobby C. Walker (SBN 321788) Law Offices of Jon Jacobs 1 Ridgeway Dr., Ste. 245 Temecula, CA 92590</p> <p><small>TELEPHONE NO.:</small> (916) 663-6400 <small>FAX NO. (Optional):</small> (916) 663-8500 <small>E-MAIL ADDRESS (Optional):</small> office@lemonbuyback.com <small>ATTORNEY FOR (Name):</small> Plaintiff, [REDACTED]</p> <p><small>PLAINTIFF/PETITIONER:</small> [REDACTED]</p> <p><small>DEFENDANT/RESPONDENT:</small> Ford Motor Company</p>	<p><small>FOR COURT USE ONLY</small></p> <p>FILED</p> <p>Superior Court of California County of Riverside</p> <p>11/6/2019 J. Valdez Electronically Filed</p> <p><small>CASE NUMBER:</small> [REDACTED]</p>
<p>CERTIFICATE OF COUNSEL</p>	

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- ☒ The action arose in the zip code of: 92596
- ☐ The action concerns real property located in the zip code of: _____
- ☐ The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date October 31, 2019

Bobby C. Walker
(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY MAKING DECLARATION)


(SIGNATURE)



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
www.riverside.courts.ca.gov

Self-represented parties: <http://riverside.courts.ca.gov>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) –
 INFORMATION PACKAGE**

***** THE PLAINTIFF MUST SERVE THIS INFORMATION PACKAGE
 ON EACH PARTY WITH THE COMPLAINT. *****

What is ADR?

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration, and settlement conferences.

Advantages of ADR:

- ⌚ Faster: ADR can be done in a 1-day session within months after filing the complaint.
- ⌚ Less expensive: Parties can save court costs and attorneys' and witness fees.
- ⌚ More control: Parties choose their ADR process and provider.
- ⌚ Less stressful: ADR is done informally in private offices, not public courtrooms.

Disadvantages of ADR:

- ⌚ No public trial: Parties do not get a decision by a judge or jury.
- ⌚ Costs: Parties may have to pay for both ADR and litigation.

Main Types of ADR:

Mediation: In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

Mediation may be appropriate when the parties:

- ⌚ want to work out a solution but need help from a neutral person; or
- ⌚ have communication problems or strong emotions that interfere with resolution; or
- ⌚ have a continuing business or personal relationship.

Mediation is not appropriate when the parties:

- ⌚ want their public "day in court" or a judicial determination on points of law or fact;
- ⌚ lack equal bargaining power or have a history of physical/emotional abuse.

Arbitration: Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Arbitration may be appropriate when the parties:

- ⚡ want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- ⚡ do not want to risk going through both arbitration and trial (Judicial Arbitration)
- ⚡ do not want to give up their right to trial (binding arbitration)

Settlement Conferences: Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS

ADR Information and forms are posted on the ADR website: <http://riverside.courts.ca.gov/adr/adr.shtml>

General Policy:

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

Court-Ordered ADR:

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

Private ADR (for cases not ordered to arbitration or mediation):

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
 - ⚡ Your preferences for mediation or arbitration.
 - ⚡ Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:

- ⚡ The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <http://adr.riverside.courts.ca.gov/civil/panelist.php> or ask for the list in the civil clerk's office, attorney window.
- ⚡ Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):
Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015
Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ BLYTHE 265 N. Broadway, Blythe, CA 92225
☐ MURRIETA 30755-D Auld Rd., Ste. 1226, Murrieta, CA 92563

☐ PALM SPRINGS 3255 Tahquitz Canyon Way, Palm Springs, CA 92262
☐ RIVERSIDE 4050 Main St., Riverside, CA 92501

RI-ADR001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address) TELEPHONE NO: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	CASE NUMBER: CASE MANAGEMENT CONFERENCE DATE(S):
STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR) (CRC 3.2221; Local Rule, Title 3, Division 2)	

Court-Ordered ADR:

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

☐ Mediation ☐ Judicial Arbitration (non-binding)

Private ADR:

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

☐ Mediation ☐ Judicial Arbitration (non-binding)

☐ Binding Arbitration ☐ Other (describe): _____

Proposed date to complete ADR: _____

SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.

(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)

Case [REDACTED] - KERWIN VS FORD MOTOR

Case [REDACTED] - Complaints/Parties


Number: 0001 — CMP Complaint of [REDACTED]

g Date: 11/06/2019

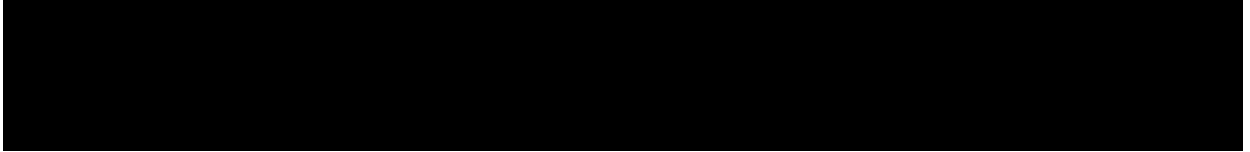
Status: ACTIVE

Party Type	Party Name	Attorney	Party Status
Plaintiff	[REDACTED]	LAW OFFICES OF JONJACOBS	First Paper Fee Paid
Defendant	FORD MOTOR COMPANY	Unrepresented	Serve Required (WaitS)

Case [REDACTED] - Actions/Minutes

	Action Text	Disposition	Image
2020 8:30 AM S303	CASE MANAGEMENT CONFERENCE HEARING (SOUTHWEST)		
2020 8:30 AM CLES	NON-PROOF OF SERVICE CLERK'S TRACKING HEARING (NON-APPEARANCE)		
019	CLERK'S CERTIFICATE OF MAILING OF ASSIGNMENT TO DEPARTMENT.	Not Applicable	

Print Minute Order



**Service of Process
Transmittal**

02/08/2021

CT Log Number [REDACTED]

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

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED], etc., Pltf. vs. Ford Motor Company, etc., et al., Dfts.

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

COURT/AGENCY: Riverside County - Superior Court - Murrieta, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Ford Flex - VIN#: [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 02/08/2021 at 03:47

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Joseph A. Kaufman
Lemon Law Aid, Inc.
117 E. Colorado Blvd., Ste. 340
Pasadena, CA 91505
626-250-0405

ACTION ITEMS: CT has retained the current log, Retain Date: 02/09/2021, Expected Purge Date: 02/14/2021
Image SOP

REGISTERED AGENT ADDRESS: C T Corporation System
818 West 7th Street
Los Angeles, CA 90017
877-564-7529
MajorAccountTeam2@wolterskluwer.com

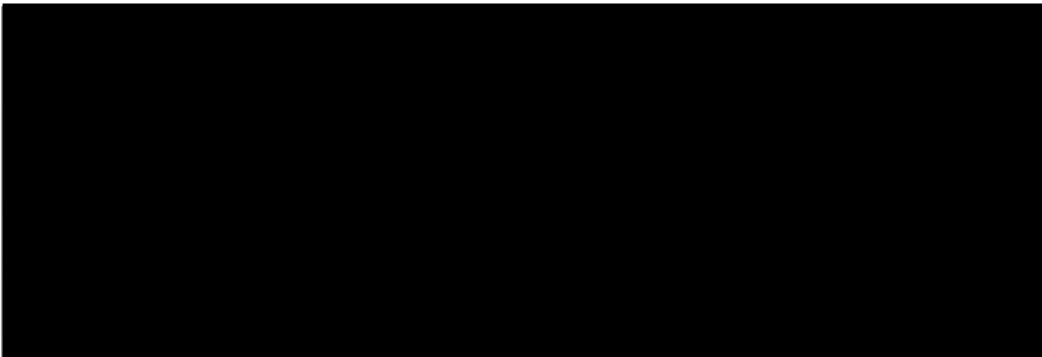
The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: Mon, Feb 8, 2021

Server Name: Juan Rodriguez

Entity Served	FORD MOTOR COMPANY
Agent Name	C T CORPORATION SYSTEM
Case Number	[REDACTED]
Jurisdiction	CA



SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FORD MOTOR COMPANY, and DOES 1 through 10, inclusive,

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

an individual,

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

FILED

Superior Court of California
County of Riverside

1/29/2021

C. Powell

Electronically Filed

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: **Riverside County Superior Court**
(El nombre y dirección de la corte es): **Southwest Justice Center**
30755-D Auld Road
Murrieta, CA 92563

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Lemon Law Aid, Inc.; 117 E. Colorado Blvd., Ste. 340, Pasadena CA 91105; 626-250-0405

DATE: **1/29/2021**
(Fecha)

Clerk, by **Cheryl Powell**, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): **FORD MOTOR COMPANY**
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

1 Joseph A. Kaufman, No. 228319
2 Joshua M. Ullman, No. 309667
3 **LEMON LAW AID, INC.**
4 117 E. Colorado Blvd., Suite 340
5 Pasadena, CA 91105
6 Telephone: 626-250-0405
7 Facsimile: 626-768-7066
8 joe@lemonlawaid.com
9 josh.ullman@lemonlawaid.com

10 Attorneys for Plaintiff [REDACTED]

FILED
Superior Court of California
County of Riverside
1/29/2021
C. Powell
Electronically Filed

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

[REDACTED] an individual,

Plaintiff,

v.

FORD MOTOR COMPANY, a company,
and DOES 1 through 10, inclusive,

Defendant.

Case No. [REDACTED]

**COMPLAINT FOR DAMAGES AND
CIVIL PENALTIES**

1. **SONG-BEVERLY ACT: EXPRESS
WARRANTY BREACH**
2. **SONG-BEVERLY ACT: IMPLIED
WARRANTY BREACH**

*Assigned for all purposes to the Hon.
in Dept.*

Plaintiff [REDACTED] ("Plaintiff"), alleges as follows:

GENERAL ALLEGATIONS

1. Plaintiff is informed and believes, and thereon alleges, that at all times herein defendant FORD MOTOR COMPANY ("Defendant" or "FORD") is and was a corporation company registered to do business in the State of California and doing business in the Riverside.
2. The true names and capacities of Does 1 through 10, inclusive, are not known to plaintiff at this time and therefore plaintiff sues those defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of such defendants

1 when they are ascertained.

2 3. Each of the defendants in this case acted as the principal, agent, employee or other
3 authorized representative in relation to the other; all defendants acted at all times mentioned in
4 this Complaint within the course and scope of their respective authority and with the full
5 knowledge and consent of the other defendants. Furthermore, plaintiff is informed and believes,
6 and thereon alleges, that at all acts of corporate employees as hereinafter alleged were authorized
7 or ratified by an officer, director or managing agent of the corporate employer.

8 4. On or about July 15, 2018, plaintiff purchased a 2018 Ford Flex bearing the vehicle
9 identification number [REDACTED] (hereinafter referred to as the "subject vehicle").

10 5. With the sale, the subject vehicle came accompanied by FORD's express New
11 Vehicle Limited Warranty. Based on information and belief, this was a three ("3") year or thirty-
12 six thousand ("36,000") mile bumper to bumper warranty and a five ("5") year or sixty thousand
13 ("60,000") mile powertrain warranty.

14 6. By law, Defendant FORD also impliedly warranted the vehicle, including warranties
15 that the vehicle was fit for the ordinary purpose for which vehicles are used and generally that it
16 was acceptable in the trade.

17 7. The subject vehicle was delivered with nonconformities to these warranties,
18 including, but not limited to, the trim, the seats, water leaks, the door seals, the engine, the
19 transmission, the electrical, the AC, and other defects. The foregoing nonconformities and defects
20 manifested within the applicable warranty periods.

21 8. Plaintiff presented the subject vehicle to FORD authorized facilities for repair of
22 these nonconformities on at least ten ("10") occasions, resulting in over thirty ("30") days out of
23 service.

24 9. FORD's authorized facilities verified the concerns and performed several repairs
25 attempts. Ultimately, these repair attempts failed, and the nonconformities continue to manifest.

26 ///

27 ///

28 ///

FIRST CAUSE OF ACTION

Violation of the Express Warranty Under the Song-Beverly Consumer Warranty Act

(Against All Defendants)

10. Plaintiff incorporates by reference each and every allegation set forth in Paragraphs 1 through 9, inclusive, of this Complaint.

11. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 et seq., the aforementioned subject vehicle constitutes a "new motor vehicle."

12. Plaintiff is a "buyer" of consumer goods under the Act.

13. Defendant FORD is a "manufacturer".

14. Defendant FORD offered an "express warranty" to plaintiff pursuant to the Act.

15. The subject vehicle was delivered with serious defects and non-conformities to warranty and developed other serious defects and nonconformities to warranty, including, but not limited to, the trim, the seats, water leaks, the door seals, the engine, the transmission, the electrical, the AC, and other defects.

16. The foregoing nonconformities to the warranties manifested themselves within the applicable express warranty period.

17. The nonconformities substantially impair the use, value and/or safety of the vehicle to plaintiff.

18. Plaintiff delivered the vehicle for repair to defendant FORD authorized repair facilities for repair of the nonconformities.

19. The subject vehicle could not be repaired to conform the vehicle to the applicable express warranties after a reasonable number of attempts.

20. Defendant FORD has an affirmative obligation under the Act to repurchase the subject vehicle and make restitution.

21. Notwithstanding plaintiff's entitlement to a repurchase under the Act and defendant FORD's knowledge of that entitlement through defendant's internal repair and warranty records, defendant intentionally refused to comply with its obligations under the Act to repurchase the subject vehicle and make restitution. Plaintiff contacted Ford directly prior to filing suit and

1 requested a repurchase. Defendant opened Case No. [REDACTED]. Ultimately, FORD denied
2 Plaintiff's request.

3 22. By failure of the defendant to comply with its obligations under the Act to repurchase
4 the subject vehicle and make restitution, defendant is in breach of its obligations under the Act.

5 23. Plaintiff is entitled to justifiably revoke acceptance of the aforementioned subject
6 vehicle under the Act.

7 24. Under the Act, plaintiff is entitled to reimbursement of the purchase price paid for the
8 subject vehicle less that amount directly attributable to use by the plaintiff prior to the discovery
9 of the nonconformities.

10 25. Plaintiff is entitled to all incidental, consequential and general damages resulting from
11 defendant's failure to comply with its obligations under the Act.

12 26. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal to the
13 aggregate amount of costs and expenses, including attorneys' fees, reasonably incurred in
14 connection with the commencement and prosecution of this action.

15 27. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
16 times the amount of actual damages in that defendant has willfully failed to comply with its
17 responsibilities under the Act

18 **SECOND CAUSE OF ACTION**

19 **Violation of the Implied Warranty Under the Song-Beverly Consumer Warranty Act**
20 **(Against All Defendants)**

21 28. Plaintiff incorporates by reference each and every allegation set forth in Paragraphs 1
22 through 27, inclusive, of this Complaint.

23 29. Defendant FORD impliedly warranted that the subject vehicle was merchantable, fit
24 for its ordinary purpose, and that the vehicle would pass without objection in the trade under the
25 contract description.

26 30. The foregoing implied warranties arose by virtue of the sale of the vehicle.

27 31. Defendant FORD did not disclaim the implied warranties that accompanied the sale
28 of the vehicle.

1 32. The subject vehicle was delivered with serious defects and non-conformities to these
2 warranties and developed other serious defects and nonconformities to these warranties,
3 including, but not limited to, the trim, the seats, water leaks, the door seals, the engine, the
4 transmission, the electrical, the AC, and other defects.

5 33. The foregoing defects and nonconformities were latent defects that existed within the
6 applicable implied warranties period.

7 34. The vehicle could not be repaired to conform the vehicle to the applicable implied
8 warranties after a reasonable number of attempts.

9 35. Plaintiff is entitled to justifiably revoke his acceptance of the vehicle under the Act
10 and has a right to cancel the contract.

11 36. Plaintiff revoked acceptance of the vehicle and exercised his right to cancel the
12 contract.

13 37. Under the Act, Plaintiff is entitled to reimbursement of the purchase price paid for the
14 vehicle.

15 38. Plaintiff is entitled to all incidental, consequential and general damages resulting from
16 Defendants' failures to comply with their obligations under the Act.

17 39. Plaintiff is entitled to reasonable expenses, including the costs of insurance and
18 payment of taxes or other charges, incurred in the custody, preservation, use or operation of the
19 vehicle pursuant to California Commercial Code §2711(3) and California Commercial Code §
20 9207(b)(1).

21 40. Plaintiff is entitled under the Act to recover as part of the judgment a sum equal to the
22 aggregate amount of costs and expenses, including attorney's fees, reasonably incurred in
23 connection with the commencement and prosecution of this action.

24 41. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
25 times the amount of actual damages in that the defendants have willfully failed to comply with its
26 responsibilities under the Act.



27 WHEREFORE, plaintiff prays for judgment against defendant as follows:

28 A. For general, special and actual damages according to proof at trial;

- 1 B. For rescission of the purchase contract and restitution of all monies expended;
2 C. For diminution in value;
3 D. For incidental and consequential damages according to proof at trial;
4 E. For reasonable expenses reasonably incurred in the custody, preservation, use or
5 operation of the vehicle;
6 F. For a civil penalty in the amount of two times Plaintiff's actual damages;
7 G. For prejudgment interest at the legal rate;
8 H. For reasonable attorney's fees and costs of suit; and
9 I. For such other and further relief as the Court deems just and proper under the
10 circumstances.

11
12 Date: January 28, 2021

LEMON LAW AID, INC.

13
14 By: 
15 JOSEPH A. KAUFMAN
16 JOSHUA M. ULLMAN
17 Attorneys for Plaintiff
18 

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joseph A. Kaufman, No. 228319; Joshua M. Ullman, No. 309667 Lemon Law Aid, Inc. 117 E. Colorado Blvd., Suite 340 Pasadena, CA 91105 TELEPHONE NO.: 626.250.0405 FAX NO.: 626.768.7066		FOR COURT USE ONLY FILED Superior Court of California County of Riverside 1/29/2021 C. Powell Electronically Filed	
ATTORNEY FOR (Name): [REDACTED]			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE STREET ADDRESS: 30755-D Auld Road MAILING ADDRESS: 30755-D Auld Road CITY AND ZIP CODE: Murrieta, CA 92563 BRANCH NAME: Southwest Justice Center			
CASE NAME: [REDACTED] v. FORD MOTOR COMPANY			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
CASE NUMBER: [REDACTED]		JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2):

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	---	--

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 2
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 28, 2021

Joshua M. Ullman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

☐ BANNING 311 E. Ramsey St., Banning, CA 92220
☐ BLYTHE 265 N. Broadway, Blythe, CA 92225
☐ HEMET 880 N. State St., Hemet, CA 92543
☐ MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553

☒ MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
☐ PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
☐ RIVERSIDE 4050 Main St., Riverside, CA 92501
☐ TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591

RI-030

<p><small>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)</small> Joseph A. Kaufman, No. 228319; Joshua M. Ullman, No. 309667 Lemon Law Aid, Inc. 117 E. Colorado Blvd., Suite 340 Pasadena, CA 91105</p> <p>TELEPHONE NO: 626-250-0405 FAX NO. (Optional): 626-768-7066 <small>E-MAIL ADDRESS (Optional):</small> joe@lemonlawaid.com, josh.ullman@lemonlawaid.com <small>ATTORNEY FOR (Name):</small> [REDACTED]</p> <hr/> <p><small>PLAINTIFF/</small> [REDACTED]</p> <p><small>DEFENDANT/RESPONDENT:</small> FORD MOTOR COMPANY</p>	<p><small>FOR COURT USE ONLY</small></p> <p style="font-size: 24pt; font-weight: bold; margin: 10px 0;">FILED</p> <p>Superior Court of California County of Riverside</p> <p>1/29/2021 C. Powell Electronically Filed</p> <hr/> <p><small>CASE NUMBER:</small> [REDACTED]</p>
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CERTIFICATE OF COUNSEL

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- ☒ The action arose in the zip code of: 92591
- ☐ The action concerns real property located in the zip code of: _____
- ☐ The Defendant resides in the zip code of: _____

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at www.riverside.courts.ca.gov.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

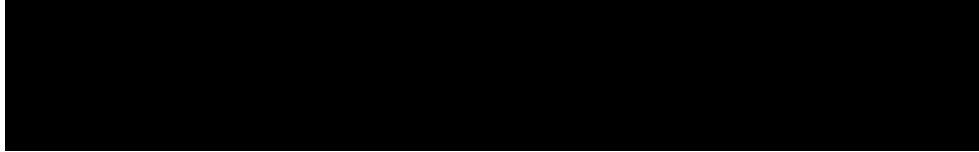
Date January 28, 2021

Joshua M. Ullman

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY MAKING DECLARATION)



(SIGNATURE)



**Service of Process
Transmittal**

06/06/2019

CT Log Number [REDACTED]

TO: Chris Dzbanski
FORD MOTOR COMPANY
1 American Rd Whq 421-E6
Dearborn, MI 48126-2701

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: [REDACTED] Pltfs. vs. Ford Motor Company, etc.,
et al., Dfts.

DOCUMENT(S) SERVED: Summons, Cover Sheet(s), Addendum and Statement, Notice(s), Instructions,
Attachment(s), Order(s), Complaint

COURT/AGENCY: Los Angeles County - Superior Court - Hill Street, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2016 Ford Flex, VIN: [REDACTED]

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 06/06/2019 at 10:14

JURISDICTION SERVED : California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S) / SENDER(S): Charles J. Lee
Consumer Legal Services, P.C.
2330 Long Beach Boulevard
Long Beach, CA 90806
562-424-3293

REMARKS: The document(s) received have been modified to reflect the name of the entity
being served.

ACTION ITEMS: CT has retained the current log, Retain Date: 06/06/2019, Expected Purge Date:
06/11/2019

Image SOP

Email Notification, Chris Dzbanski cdzbansk@ford.com

SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

6-6-19 10:09 am

**SUMMONS
(CITACION JUDICIAL)**

SUM-100

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

NOTICE TO DEFENDANT: FORD MOTOR COMPANY, a Delaware
(AVISO AL DEMANDADO): CORPORATION, CALDEX MOTORS, INC.,
a California Corporation; and DOES 1 through 20,
inclusive,

YOU ARE BEING SUED BY PLAINTIFF: [REDACTED], an
(LO ESTÁ DEMANDANDO EL DEMANDANTE): individual,
CRISTABEL FLORES, an individual

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **(AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.)**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es):
LOS ANGELES SUPERIOR COURT
111 North Hill Street
Los Angeles, CA 90012

CASE NUMBER
(Número del Caso)

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Charles J. Lee, Esq. (SBN 266753) 562-424-3293 562-595-1849
CONSUMER LEGAL SERVICES, P.C.
2330 Long Beach Blvd.
Long Beach, CA 90806

Sherri R. Carter Executive Officer / Clerk of Court

DATE:
(Fecha) 06/05/2019

Clerk, by Ricardo Perez, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. [] as an individual defendant.
2. [] as the person sued under the fictitious name of (specify):

3. [] on behalf of (specify):

under: [] CCP 416.10 (corporation) CCP 416.60 (minor)
CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
other (specify):

4. by personal delivery on (date):

Page 1 of 1



CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address). Charles J. Lee, Esq. (SBN 266753) CONSUMER LEGAL SERVICES, P.C. 2330 Long Beach Blvd. Long Beach, California 90806 TELEPHONE NO. 562-424-3293 FAX NO. 562-595-1849 ATTORNEY FOR (Name): [REDACTED] and [REDACTED]		FOR COURT USE ONLY CASE NUMBER [REDACTED] JUDGE [REDACTED] DEPT [REDACTED]
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS 111 North Hill Street MAILING ADDRESS 111 North Hill Street CITY AND ZIP CODE Los Angeles, CA 90012 BRANCH NAME STANLEY MOSK COURTHOUSE		
CASE NAME: [REDACTED] v. FORD MOTOR COMPANY, et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	Complex Case Designation Counter Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|---|
| a. Large number of separately represented parties | d. Large number of witnesses |
| b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. Substantial amount of documentary evidence | f. Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): FOUR
5. This case is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015)

Date:

6/5/2019

Charles J. Lee, Esq. [REDACTED]

(TYPE OR PRINT NAME)

[REDACTED] (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SHORT TITLE: [REDACTED]	v. FORD	CASE NUMBER
MOTOR COMPANY, et al.		

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court.

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Court Filing Location (Column C)

- | | |
|--|---|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District.
2. Permissive filing in central district.
3. Location where cause of action arose.
4. Mandatory personal injury filing in North District.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle. | 7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office.
11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
|--|---|

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage	1, 11
		<input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1, 4, 11
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11

SHORT TITLE: [REDACTED] and [REDACTED] v. FORD	CASE NUMBER
MOTOR COMPANY, et al.	

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach - Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE: [REDACTED]	v. FORD	CASE NUMBER
MOTOR COMPANY, et al.		

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2, 5, 11
		<input type="checkbox"/> A6160 Abstract of Judgment	2, 6
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2, 9
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2, 8
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2, 8
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1, 2, 8	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2, 3, 9
		<input type="checkbox"/> A6123 Workplace Harassment	2, 3, 9
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2, 3, 9
		<input type="checkbox"/> A6190 Election Contest	2
		<input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2, 3, 8
<input type="checkbox"/> A6100 Other Civil Petition	2, 9		


SHORT	v. FORD	CASE NUMBER
MOTOR COMPANY, et al.		

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS:		
CITY: LOS ANGELES		STATE: CA	ZIP CODE:		

Step 5: Certification of Assignment: I certify that this case is properly filed in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 6/5/2019


 (SIGNATURE OF ATTORNEY/FILING PARTY)
 CHARLES J. LEE, ESQ.

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		<small>Reserved for Clerk's File Stamp</small>
<small>COURTHOUSE ADDRESS:</small> Stanley Mosk Courthouse 111 North Hill Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 06/05/2019 Sherri R. Carter, Executive Officer / Clerk of Court By: <u>Ricardo Perez</u> Deputy
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE		
Your case is assigned for all purposes to the judicial officer indicated below.		<small>CASE NUMBER:</small> <div style="background-color: black; width: 100px; height: 15px;"></div>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	John P. Doyle	58					

Given to the Plaintiff/Cross-Complainant/Attorney of Record

Sherri R. Carter, Executive Officer / Clerk of Court

on 06/05/2019
(Date)

By Ricardo Perez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within 15 days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

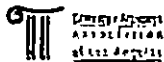


Superior Court of California
County of Los Angeles



Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Placed for Clerk's Office
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE	CASE NUMBER
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
- d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
- e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:		Y	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:		Y	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		Y	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		Y	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		Y	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		Y	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		Y	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Clerk's Use Only
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, to *discuss and consider whether there can be agreement on the following*:
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

REPORT TITLE	CASE NUMBER
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lascourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ (INSERT DATE) for the complaint, and _____ (INSERT DATE) for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68816(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lascourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:	_____	>	_____
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reserved for Court's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐
☐

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request)

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY		STATE BAR NUMBER	Reviewed by Clerk & File Stamp
TELEPHONE NO:		FAX NO (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
STIPULATION AND ORDER – MOTIONS IN LIMINE		CASE NUMBER	

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE	CASE NUMBER
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

> _____
(ATTORNEY FOR PLAINTIFF)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR DEFENDANT)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

> _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What Is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration and settlement conferences. When ADR is done by phone or computer, it may be called Online Dispute Resolution (ODR). These "alternatives" to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees and witness fees.
- **Keeps Control with the parties:** Parties choose their ADR process and provider for voluntary ADR.
- **Reduces stress/protects privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR and litigation and trial.
- **No Public Trial:** ADR does not provide a public trial or a decision by a judge or jury.

Main Types of ADR:

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral "mediator" listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

LASC1

How to arrange mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. The Civil Mediation Vendor Resource List

Parties may contact these organizations to request a "Resource List Mediation" for reduced-cost or free (for selected cases) mediation in person or with ODR (by phone or online).

- JAMS, Inc.: Case Manager (213) 253-9776 [REDACTED]
- Mediation Center of Los Angeles: Case Manager: (833) 476-9145 [REDACTED]

These organizations cannot accept every case and they may decline cases at their discretion.

Visit www.lacourt.org/ADR.Res.List for important information and FAQs before contacting them.

NOTE: This service is not available for family law, probate or small claims.

b. Los Angeles County Dispute Resolution Programs

[https://\[REDACTED\]](https://[REDACTED])

- Free, day-of-trial mediations at the courthouse for small claims, unlawful detainers (evictions) and, at the Stanley Mosk Courthouse, limited civil. No appointment needed.
- Free or low-cost mediations before the day of trial for these and other case types.
- For ODR by phone or computer for small claims or unlawful detainer (eviction) cases before the day of trial, visit

[http://www.\[REDACTED\]](http://www.[REDACTED])

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit [http://\[REDACTED\]](http://[REDACTED])
4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit: [www.la\[REDACTED\]](http://www.la[REDACTED])

Los Angeles Superior Court ADR website: [www.\[REDACTED\]](http://www.[REDACTED])
For general information and videos about ADR, visit [http://\[REDACTED\]](http://[REDACTED])

LASC2

FILED
 Superior Court of California
 County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Minn, Deputy
 Rizalinda Minn

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
 – MANDATORY ELECTRONIC FILING)
 FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **"Bookmark"** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **"Efiling Portal"** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **"Electronic Envelope"** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **"Electronic Filing"** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court's website, at www.lacourt.org.

1 d) Documents in Related Cases

2 Documents in related cases must be electronically filed in the eFiling portal for that case type if
3 electronic filing has been implemented in that case type, regardless of whether the case has
4 been related to a Civil case.

5 3) EXEMPT LITIGANTS

6 a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt
7 from mandatory electronic filing requirements.

8 b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of
9 Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused
10 from filing documents electronically and be permitted to file documents by conventional
11 means if the party shows undue hardship or significant prejudice.

12 4) EXEMPT FILINGS

13 a) The following documents shall not be filed electronically:

14 i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of
15 Civil Procedure sections 170.6 or 170.3;

16 ii) Bonds/Undertaking documents;

17 iii) Trial and Evidentiary Hearing Exhibits

18 iv) Any ex parte application that is filed concurrently with a new complaint including those
19 that will be handled by a Writs and Receivers department in the Mosk courthouse; and

20 v) Documents submitted conditionally under seal. The actual motion or application shall be
21 electronically filed. A courtesy copy of the electronically filed motion or application to
22 submit documents conditionally under seal must be provided with the documents
23 submitted conditionally under seal.

24 b) Lodgments

25 Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in
26 paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

27 //

28 //

1 **5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES**

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 **6) TECHNICAL REQUIREMENTS**

5 a) Electronic documents must be electronically filed in PDF, text searchable format when
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 **f) Accompanying Documents**

25 Each document accompanying a single pleading must be electronically filed as a separate
26 digital PDF document.

27 **g) Multiple Documents**

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

1 h) Writs and Abstracts

2 Writs and Abstracts must be submitted as a separate electronic envelope.

3 i) Sealed Documents

4 If and when a judicial officer orders documents to be filed under seal, those documents must be
5 filed electronically (unless exempted under paragraph 4); the burden of accurately designating
6 the documents as sealed at the time of electronic submission is the submitting party's
7 responsibility.

8 j) Redaction

9 Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to
10 redact confidential information (such as using initials for names of minors, using the last four
11 digits of a social security number, and using the year for date of birth) so that the information
12 shall not be publicly displayed.

13 7) ELECTRONIC FILING SCHEDULE

14 a) Filed Date

15 i) Any document received electronically by the court between 12:00 am and 11:59:59 pm
16 shall be deemed to have been effectively filed on that court day if accepted for filing. Any
17 document received electronically on a non-court day, is deemed to have been effectively
18 filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code
19 Civ. Proc. § 1010.6(b)(3).)

20 ii) Notwithstanding any other provision of this order, if a digital document is not filed in due
21 course because of: (1) an interruption in service; (2) a transmission error that is not the
22 fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may
23 order, either on its own motion or by noticed motion submitted with a declaration for Court
24 consideration, that the document be deemed filed and/or that the document's filing date
25 conform to the attempted transmission date.

26 8) EX PARTE APPLICATIONS

27 a) Ex parte applications and all documents in support thereof must be electronically filed no later
28 than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.

- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:

- i) Any printed document required pursuant to a Standing or General Order;
- ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
- iii) Pleadings and motions that include points and authorities;
- iv) Demurrers;
- v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
- vi) Motions for Summary Judgment/Adjudication; and
- vii) Motions to Compel Further Discovery.

- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

1 11) SIGNATURES ON ELECTRONIC FILING

2 For purposes of this General Order, all electronic filings must be in compliance with California
3 Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil
4 Division of the Los Angeles County Superior Court.

5
6 This First Amended General Order supersedes any previous order related to electronic filing,
7 and is effective immediately, and is to remain in effect until otherwise ordered by the Civil
8 Supervising Judge and/or Presiding Judge.

9
10 DATED: May 3, 2019



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The signature of Kevin C. Brazile is written over a horizontal line. Below the signature, the text "KEVIN C. BRAZILE" and "Presiding Judge" is printed.

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: John Doyle

CONSUMER LEGAL SERVICES, P.C.
Christopher M. Lovasz, Esq. (SBN 303120)
Charles J. Lee, Esq. (SBN 266753)
2330 Long Beach Boulevard
Long Beach, California 90806
Telephone: (562) 424-3293
Facsimile: (562) 595-1849

Attorneys for Plaintiffs,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

[REDACTED], an individual,
[REDACTED], an individual,

Plaintiffs,

v.

FORD MOTOR COMPANY, a Delaware
Corporation; GALPIN MOTORS, INC., a
California Corporation; and DOES 1 through
20, inclusive,

Defendants.

CASE NO.: [REDACTED]

Assigned for all purposes to:
Dept.:

COMPLAINT FOR DAMAGES:

1. Breach of Implied Warranty of Merchantability under the Song-Beverly Warranty Act.
2. Breach of Express Warranty under the Song-Beverly Warranty Act.
3. Breach of Express Warranty under the Magnuson-Moss Warranty Act.
4. Breach of Implied Warranty of Merchantability under the Magnuson-Moss Warranty Act.

JURY TRIAL DEMANDED

1 PLAINTIFFS [REDACTED] hereby allege and complain as
2 follows:

3 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

- 4 1. Plaintiffs are individuals, residing in the City of Sylmar, County of Los Angeles, in
5 the State of California.
- 6 2. Defendant FORD MOTOR COMPANY (hereinafter referred to as "Manufacturer") is
7 a corporation doing business in the County of Los Angeles, State of California, and, at all
8 times relevant herein, was/is engaged in the manufacture, sale, distribution, and/or importing
9 of Ford motor vehicles and related equipment.
- 10 3. Defendant GALPIN MOTORS, INC. (hereinafter referred to as "Seller") is a
11 corporation doing business in the County of Los Angeles, State of California, and, at all times
12 relevant herein, a Manufacturer-authorized agent engaged in the business of selling/leasing
13 and servicing and repairing Manufacturer's vehicles.
- 14 4. The true names and capacities, whether individual, corporate, associate, or otherwise,
15 of the Defendants, Does 1 through 20, inclusive, are unknown to Plaintiffs who therefore sue
16 these Defendants by such fictitious names. Plaintiffs will seek leave to amend this Complaint
17 to set forth their true names and capacities when they have ascertained them. Further,
18 Plaintiffs are informed and believe, and thercon allege, that each of the Defendants designated
19 herein as a "Doe" is responsible in some manner for the events and happenings herein referred
20 to and caused injury and damage to Plaintiffs as herein alleged.
- 21 5. Plaintiffs are informed and believe, and thercon allege, that at all times herein
22 mentioned, Defendants, and each of them, were the agents, servants, and/or employees of
23 each of their Co-Defendants. Plaintiffs are informed and believe, and thercon allege, that in
24 doing the things hereinafter alleged Defendants, and each of them, were acting in the course
25
26
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1 and scope of their employment as such agents, servants, and/or employees, and with the
2 permission, consent, knowledge, and/or ratification of their Co-Defendants, principals, and/or
3 employers.

4
5 6. Before October 16, 2016, Defendants, Manufacturer and Does 1 through 20 inclusive,
6 manufactured and/or distributed into the stream of commerce a new **2016 Ford Flex**, VIN:
7 [REDACTED] (hereinafter referred to as the "Vehicle") for its eventual sale/lease
8 in the State of California.

9
10 7. On or about October 16, 2016, Plaintiffs purchased, for personal, family, and/or
11 household purposes, the subject Vehicle from the Seller for a total consideration over the term
12 of the installment contract of \$41,766.00. Retail Installment Sale Contract is in the possession
13 of Defendants.

14 8. The subject Vehicle was/is a "new motor vehicle" under the Song-Beverly Warranty
15 Act.

16
17 9. Along with the purchase of the Vehicle, Plaintiffs received written warranties and
18 other express and implied warranties including, but not limited to, warranties from
19 Manufacturer and Seller that the Vehicle and its components would be free from all defects in
20 material and workmanship; that the Vehicle would pass without objection in the trade under
21 the contract description; that the Vehicle would be fit for the ordinary purposes for which it
22 was intended; that the Vehicle would conform to the promises and affirmations of fact made;
23 that Defendants, and each of them, would perform any repairs, alignments, adjustments,
24 and/or replacements of any parts necessary to ensure that the Vehicle was free from any
25 defects in material and workmanship; that Defendants, and each of them, would maintain the
26 utility of the Vehicle for three years or 36,000 miles basic warranty, five years or 60,000
27
28

1 miles drive train warranty, and would conform the Vehicle to the applicable express
2 warranties. (A copy of the written warranty is in the possession of the Defendants).

3 10. Plaintiffs have duly performed all the conditions on Plaintiffs' part under the purchase
4 agreement and under the express and implied warranties given to Plaintiffs, except insofar as
5 the acts and/or omissions of the Defendants, and each of them, as alleged herein, prevented
6 and/or excused such performance.
7

8 11. Plaintiffs have delivered the Vehicle to the Manufacturer's authorized service and
9 repair facilities, agents and/or dealers, including Seller, on several separate occasions
10 resulting in the Vehicle being out of service by reason of repair of nonconformities. Repair
11 Orders/Invoices are in the possession of Defendants.
12

13 12. By way of example, and not by way of limitation, the defects, malfunctions,
14 misadjustments, and/or nonconformities with Plaintiffs' Vehicle include the following:
15 battery defects, battery replacement, serpentine belt replacement, engine malfunctions, check
16 engine light illuminations, coil replacement, spark plug replacement, A/C malfunctions,
17 shraider valve replacement, recalls, rear camera defects, rear camera replacements, air bag
18 light illuminations, brakes defects, transmission malfunctions and transmission replacement,
19 among other concerns.
20

21 13. Each time Plaintiffs delivered the nonconforming Vehicle to a Manufacturer-
22 authorized service and repair facility, Plaintiffs notified Defendants, and each of them, of the
23 defects, malfunctions, misadjustments, and/or nonconformities existent with the Vehicle and
24 demanded that Manufacturer or its representative's repair, adjust, and/or replace any
25 necessary parts to conform the Vehicle to the applicable warranties.
26
27
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1 14. Each time Plaintiffs delivered the nonconforming Vehicle to a Manufacturer-
2 authorized service and repair facility, Defendants, and each of them, represented to Plaintiffs
3 that they could and would conform the Vehicle to the applicable warranties, that in fact they
4 did conform the Vehicle to said warranties, and that all the defects, malfunctions,
5 misadjustments, and/or nonconformities have been repaired; however, Manufacturer or its
6 representatives failed to conform the Vehicle to the applicable warranties because said
7 defects, malfunctions, misadjustments, and/or nonconformities continue to exist even after a
8 reasonable number of attempts to repair was given.
9

10 **FIRST CAUSE OF ACTION**

11 (Breach of Implied Warranty of Merchantability under Song-Beverly Warranty Act against all
12 Defendants)
13

14 15. Plaintiffs reallege each and every paragraph (1-14) and incorporates them by this
15 reference as though fully set forth herein.
16

17 16. The distribution and sale of the Vehicle was accompanied by the Manufacturer and
18 Seller's implied warranty that the Vehicle was merchantable.

19 17. Furthermore, Defendants, and each of them, impliedly warranted, inter alia, that the
20 Vehicle would pass without objection in the trade under the contract description; that the
21 Vehicle was fit for the ordinary purposes for which it was intended; that the Vehicle was
22 adequately assembled; and/or that the Vehicle conformed to the promises or affirmations of
23 fact made to Plaintiffs.
24

25 18. As evidenced by the defects, malfunctions, misadjustments, and/or nonconformities
26 alleged herein, the Vehicle was not merchantable because it did not have the quality that a
27 buyer would reasonably expect, because it could not pass without objection in the trade under
28

1 the contract description; because it was not fit for the ordinary purposes for which it was
2 intended; because it was not adequately assembled; and/or because it did not or could not be
3 conformed to the promises or affirmations of fact made to Plaintiffs.

4
5 19. Upon discovery of the Vehicle's nonconformities, Plaintiffs took reasonable steps to
6 notify Defendants, and each of them, within a reasonable time that the Vehicle did not have
7 the quality that a buyer would reasonably expect and, further, justifiably revoked acceptance
8 of the nonconforming Vehicle.

9
10 20. As a result of the acts and/or omissions of the Defendants, and each of them, Plaintiffs
11 have sustained damage in the amount actually paid or payable under the contract, plus
12 prejudgement interest thereon at the legal rate. Plaintiffs will seek leave to amend this
13 Complaint to set forth the exact amount thereof when that amount is ascertained.

14
15 21. As a further result of the actions of Defendants, and each of them, Plaintiffs have
16 sustained incidental and consequential damages in an amount yet to be determined, plus
17 interest thereon at the legal rate. Plaintiffs will seek leave to amend this Complaint to set
18 forth the exact amount of incidental damages when that amount is ascertained.

19
20 22. As a further result of the actions of Defendants, and each of them, Plaintiffs have
21 sustained damages equal to the difference between the value of the Vehicle as accepted and
22 the value the Vehicle would have had if it had been as warranted.

23
24 23. As a direct result of the acts and/or omissions of Defendants, and each of them, and in
25 pursuing Plaintiffs' claim, it was necessary for Plaintiffs to retain legal counsel. Pursuant to
26 Song-Beverly, Plaintiffs, in addition to their other remedies, is entitled to the recovery of their
27 attorneys' fees based upon actual time expended and reasonably incurred, in connection with
28 the commencement and prosecution of this action.

SECOND CAUSE OF ACTION

(Breach of Express Warranty under Song-Beverly Warranty Act against all Defendants)

24. Plaintiffs reallege each and every paragraph (1-23) and incorporates them by this reference as though fully set forth herein.

25. The Vehicle had defects, malfunctions, misadjustments, and/or nonconformities covered by the warranty that substantially impaired its value, use, or safety to Plaintiffs.

26. Plaintiffs delivered the Vehicle to Manufacturer or its authorized repair facilities for repair.

27. Defendants, and each of them, failed to service or repair the Vehicle to match the written warranty after a reasonable number of opportunities to do so.

28. The acts and/or omissions of Defendants, and each of them, in failing to perform the proper repairs, part replacements, and/or adjustments, to conform the Vehicle to the applicable express warranties constitute a breach of the express warranties that the Manufacturer provided to Plaintiffs, thereby breaching Defendants' obligations under Song-Beverly.

29. Defendants, and each of them, failed to perform the necessary repairs and/or service in good and workmanlike manner. The actions taken by Defendants, and each of them, were insufficient to make the Subject Vehicle conform to the express warranties and/or proper operational characteristics of like Vehicles, all in violation of Defendants' obligations under Song-Beverly.

30. As a result of the acts and/or omissions of Defendants, and each of them, and pursuant to the provisions of the Song-Beverly, Plaintiffs are entitled to replacement of the Vehicle or restitution of the amount actually paid or payable under the contract, at Plaintiffs' election,

1 plus prejudgment interest thereon at the legal rate. Plaintiffs will seek leave of Court to amend
2 this Complaint to set forth the exact amount of restitution and interest, upon election, when
3 that amount has been ascertained.

4
5 31. Additionally, as a result of the acts and/or omissions of Defendants, and each of them,
6 and pursuant to Song-Beverly, Plaintiffs have sustained and is entitled to consequential and
7 incidental damages in amounts yet to be determined, plus interest thereon at the legal rate.
8 Plaintiffs will seek leave of the court to amend this complaint to set forth the exact amount of
9 consequential and/or incidental damages, when those amounts have been ascertained.

10
11 32. As a direct result of the acts and/or omissions of Defendants, and each of them, and in
12 pursuing Plaintiffs' claim, it was necessary for Plaintiffs to retain legal counsel. Pursuant to
13 Song-Beverly, Plaintiffs, in addition to other remedies, is entitled to the recovery of their
14 attorneys' fees based upon actual time expended and reasonably incurred, in connection with
15 the commencement and prosecution of this action.

16 **THIRD CAUSE OF ACTION**

17 (Breach of Written Warranty under Magnuson-Moss Warranty Act against all Defendants)

18
19 33. Plaintiffs reallege each and every paragraph (1-32) and incorporates them by this
20 reference as though fully set forth herein.

21 34. Plaintiffs are "Consumers" as defined in the Magnuson-Moss Warranty Act
22 (hereinafter referred to as the "Warranty Act") 15 USC 2301(3).

23 35. The Seller is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15 USC
24 2301(4), (5).

25
26 36. The Manufacturer is a "Supplier" and "Warrantor" as defined by the Warranty Act, 15
27 USC 2301(4), (5).

- 1 37. The Vehicle is a "Consumer Product" as defined in the Warranty Act, 15 USC
2 2301(1).
- 3 38. The Vehicle was manufactured, sold, and leased /purchased after July 4, 1975.
- 4 39. The express warranty given by the Manufacturer pertaining to the Vehicle is a
5 "Written Warranty" as defined in the Warranty Act, 15 USC 2301(6).
6
- 7 40. The Seller is an authorized dealership/agent of the manufacturer designated to perform
8 repairs on Vehicles under Manufacturer's warranties.
- 9 41. The above-described actions (failure to repair and/or properly repair the above-
10 mentioned defects, etc.), including failure to honor the written warranty, constitute a breach of
11 the written warranty by the Manufacturer and Seller actionable under the Warranty Act, 15
12 USC 2310(d)(1), (2).
13
- 14 42. As a direct result of the Manufacturer and/or Seller's acts and/or omissions, Plaintiffs
15 have suffered damages as set forth herein. Therefore, Plaintiffs are entitled to a judgment and
16 the following relief against all Defendants: (1) A declaration that acceptance has been
17 properly revoked by Plaintiffs and for damages incurred in revoking acceptance; (2) A refund
18 of the purchase price paid by Plaintiffs for the Vehicle; (3) Cancellation of Plaintiffs' retail
19 installment contract and payment in full of the balance of same; (4) Consequential, incidental,
20 and actual damages to be proved at trial; (5) Costs and expenses including actual attorneys'
21 fees reasonably incurred; (6) Prejudgment interest at the legal rate; and (7) Such other relief
22 the Court deems appropriate.
23
24

25 ///

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28

FOURTH CAUSE OF ACTION

(Breach of Implied Warranty under Magnuson-Moss Warranty Act against all Defendants)

43. Plaintiffs reallege each and every paragraph (1-42) and incorporates them by this reference as though fully set forth herein.

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

45. As a direct result of the Seller's acts and/or omissions, Plaintiffs have suffered damages as set forth herein. Therefore, Plaintiffs are entitled to judgment against all Defendants declaring acceptance has been properly revoked by Plaintiffs and for damages incurred in revoking acceptance, for a refund of the purchase price paid by Plaintiffs for the Vehicle, for cancellation of Plaintiffs' retail installment contract and for payment in full by Defendants and all of them on the balance of the installment contract, for consequential, incidental, and actual damages, for costs, prejudgment interest at the legal rate, for actual attorneys' fees reasonably incurred, and such other relief the Court deems appropriate.

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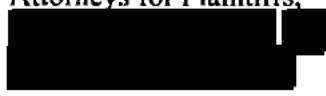
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1 WHEREFORE, Plaintiffs pray for judgment against all Defendants, and each of them, as follows:

- 2 A. For replacement or restitution, at Plaintiff's election, according to proof;
- 3 B. For incidental damages, according to proof;
- 4 C. For consequential damages, according to proof;
- 5 D. For a civil penalty as provided in Song-Beverly, in an amount not to exceed two times
- 6 the amount of Plaintiff's actual damages;
- 7 E. For actual attorney's fees, reasonably incurred;
- 8 F. For costs of suit and expenses, according to proof;
- 9 G. For the difference between the value of the Vehicle as accepted and the value the
- 10 Vehicle would have had if it had been as warranted;
- 11 H. For remedies provided in Chapters 6 and 7 of Division 2 of the Commercial Code;
- 12 I. For pre-judgment interest at the legal rate;
- 13 J. Such other relief the Court deems appropriate.
- 14
- 15
- 16
- 17
- 18

19 Date: 6/5/2019

Respectfully submitted,
CONSUMER LEGAL SERVICES, P.C.

20 By: 
21 Christopher M. Lovasz, Esq.
22 Charles J. Lee, Esq.
23 Attorneys for Plaintiffs,
24 

25

26

27

28

[REDACTED]

[REDACTED]

Service of Process Transmittal Summary

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

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION: Re: [REDACTED] AN INDIVIDUAL // To: Ford Motor Company

DOCUMENT(S) SERVED: Summons, Complaint, Cover Sheet, Attachment(s), Addendum, Notice, First Amended General Order, Stipulation(s), Conference, Stipulation and Order, Order

COURT/AGENCY: Los Angeles County Superior Court, CA
Case # [REDACTED]

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2018 Ford Flex, VIN [REDACTED]

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 04/25/2023 at 12:38

JURISDICTION SERVED: California

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S)/SENDER(S): Kevin Y. Jacobson
Quill & Arrow, LLP
10900 Wilshire Boulevard, Suite 300
Los Angeles, CA 90024
310-933-4271

ACTION ITEMS: CT has retained the current log, Retain Date: 04/26/2023, Expected Purge Date: 05/01/2023

Image SOP

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
877-564-7529
MajorAccountTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT

04/25/2023

CT Log Number [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: Tue, Apr 25, 2023
Server Name: Jimmy Lizama

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

Inserts		



SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

FORD MOTOR COMPANY, a Delaware Corporation, and DOES I through 10, inclusive

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

[REDACTED], an individual

FOR OFFICE USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/24/2023 11:02 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Hernandez, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is: County of LOS ANGELES Superior Court
(El nombre y dirección de la corte es):
GLENDALE COURTHOUSE, 600 East Broadway, Glendale, CA 91206

CASE NUMBER:
(Número del Caso):

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Kevin Y. Jacobson, Esq. and Camran Pakbaz, Esq.; QUILL & ARROW, LLP; 10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024; Tel: (310) 933-4271
DATE: 04/24/2023
(Fecha)

David W. Slayton, Executive Officer/Clerk of Court
Clerk, by J. Hernandez, Deputy
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[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): FORD MOTOR COMPANY, a Delaware Corporation
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

QUILL & ARROW, LLP

Kevin Y. Jacobson, Esq. (SBN 320532)

kjacobson@quillarowlaw.com

Camran Pakbaz, Esq. (SBN 345343)

cpakbaz@quillarowlaw.com

e-service@quillarowlaw.com

10900 Wilshire Boulevard, Suite 300

Los Angeles, CA, 90024

Telephone: (310) 933-4271

Facsimile: (310) 889-0645

Attorneys for Plaintiff,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

[REDACTED], an individual,

Plaintiff,

vs.

FORD MOTOR COMPANY, a Delaware
Corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: [REDACTED]
Unlimited Jurisdiction

COMPLAINT

1. **VIOLATION OF SONG-BEVERLY
ACT - BREACH OF EXPRESS
WARRANTY**
2. **VIOLATION OF SONG-BEVERLY
ACT - BREACH OF IMPLIED
WARRANTY**
3. **VIOLATION OF THE SONG-
BEVERLY ACT SECTION 1793.2**

1 Plaintiff, [REDACTED], an individual ("Plaintiff"), alleges as follows against
2 Defendant, FORD MOTOR COMPANY, a Delaware Corporation ("FORD MOTOR
3 COMPANY"), and DOES 1 through 10 inclusive, on information and belief, formed after a
4 reasonable inquiry under the circumstances:

5 **DEMAND FOR JURY TRIAL**

6 1. Plaintiff, [REDACTED], hereby demands trial by jury in this action.

7 **GENERAL ALLEGATIONS**

8 2. Plaintiff, [REDACTED], is an individual residing in the City of Los
9 Angeles, State of California.

10 3. Defendant, FORD MOTOR COMPANY, is and was a Delaware Corporation
11 operating and doing business in the State of California.

12 4. These causes of action arise out of warranty and repair obligations of FORD
13 MOTOR COMPANY in connection with a vehicle Plaintiff purchased and for which FORD
14 MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling
15 dealership.

16 5. Plaintiff does not know the true names and capacities, whether corporate,
17 partnership, associate, individual, or otherwise of Defendant issued herein as Does 1 through 10,
18 inclusive, under the provisions of section 474 of the California Code of Civil Procedure. Defendant
19 Does 1 through 10, inclusive, are in some manner responsible for the acts, occurrences, and
20 transactions set forth herein, and are legally liable to Plaintiff. Plaintiff will seek leave to amend
21 this Complaint to set forth the true names and capacities of the fictitiously named Defendant,
22 together with appropriate charging allegations, when ascertained.

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

25 7. Each Defendant, whether actually or fictitiously named herein, was the principal,
26 agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal
27 or within the course and scope of such employment or agency, took some part in the acts and
28 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief





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1 prayed for herein.

2 8. On January 29, 2018, Plaintiff purchased a 2018 Ford Flex, having VIN No.:
3 [REDACTED] ("the Subject Vehicle"). These causes of action arise out of warranty and
4 repair obligations of FORD MOTOR COMPANY in connection with a vehicle that Plaintiff
5 purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was
6 not issued by the selling dealership.

7 9. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve
8 or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was
9 a failure in such utility or performance. In connection with the purchase, Plaintiff received various
10 warranties, inter alia, a 3-year/36,000 mile express bumper to bumper warranty, a 5-year/60,000
11 mile powertrain warranty which, inter alia, covers the engine and the transmission, as well as
12 various emissions warranties that exceed the time and mileage limitations of the bumper to bumper
13 and powertrain warranties.

14 10. The Subject Vehicle was delivered to Plaintiff with serious defects and
15 nonconformities to warranty and developed other serious defects and nonconformities to warranty
16 including, but not limited to, electrical, engine, and transmission system defects.

17 11. Plaintiff hereby revokes acceptance of the sales contract.

18 12. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil
19 Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for
20 family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

21 13. Plaintiff is a "buyer" of consumer goods under the Act.

22 14. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor"
23 under the Act.

24 15. Plaintiff hereby demands trial by jury in this action.

25 **FIRST CAUSE OF ACTION**

26 **Violation of the Song-Beverly Act – Breach of Express Warranty**

27 16. Plaintiff incorporates herein by reference each and every allegation contained in the
28 preceding and succeeding paragraphs as though herein fully restated and re-alleged.



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17. The Subject Vehicle was sold to Plaintiff with express warranties that the Subject Vehicle would be free from defects in materials, nonconformity, or workmanship during the applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant FORD MOTOR COMPANY would repair the defects.

18. The Subject Vehicle was delivered to Plaintiff with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to, electrical, engine, and transmission system defects.

19. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

20. Plaintiff is the "buyer" of consumer goods under the Act.

21. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor" under the Act.

22. The foregoing defects and nonconformities to warranty manifested themselves in the Subject Vehicle within the applicable express warranty period. The nonconformities substantially impair the use, value, and/or safety of the vehicle.

23. Plaintiff delivered the vehicle to an authorized FORD MOTOR COMPANY repair facility for repair of the nonconformities.

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

25. Notwithstanding Plaintiff's entitlement, Defendant FORD MOTOR COMPANY has failed to either promptly replace the new motor vehicle or to promptly make restitution in accordance with the Song-Beverly Act.

26. By failure of Defendant to remedy the defects as alleged above or to issue a refund or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

27. Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle less that amount directly attributable to use by the Plaintiff prior to the first presentation of the nonconformities.

37. The Subject Vehicle was not of the same quality as those generally accepted in the trade because it was sold with one or more defective vehicle systems/components which manifested as electrical, engine, and transmission system defects.

38. Upon information and belief, the defective vehicle systems and components were present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied warranty under [REDACTED] v. *Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

39. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq.*

40. Plaintiff hereby revokes acceptance of the Subject Vehicle.

41. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, *et seq.*

42. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794, *et seq.* and Commercial Code, section 2711.

43. Plaintiff is entitled to recover any incidental, consequential, and/or “cover” damages under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

THIRD CAUSE OF ACTION

Violation of the Song-Beverly Act Section 1793.2(b)

44. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

45. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells consumer goods in California, for which it has made an express warranty, shall maintain service and repair facilities or designate and authorize independent service and repair facilities to carry out the terms of those warranties.

46. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of goods are necessary because they do not conform with the applicable express warranties, service and repair shall be commenced within a reasonable time by the manufacturer or its representative.

47. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced



1 or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable
2 time.

3 48. The sale of the Subject Vehicle was accompanied by express warranties, including
4 a warranty guaranteeing that the subject vehicle was safe to drive and not equipped with defective
5 parts, including the electrical system.

6 49. Plaintiff delivered the subject vehicle to FORD MOTOR COMPANY's authorized
7 service representatives on multiple occasions. The subject vehicle was delivered for repairs of
8 defects, which amount to nonconformities to the express warranties that accompanied the sale of
9 the subject vehicle.

10 50. Defendant's authorized facilities did not conform the Subject Vehicle to warranty
11 within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR
12 COMPANY has failed to tender the subject vehicle back to Plaintiff in conformance with its
13 warranties within the timeframes set forth in Civil Code section 1793.2(b).

14 51. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil
15 Code, section 1794, *et seq.*

16 52. Plaintiff hereby revokes acceptance of the subject vehicle.

17 53. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
18 1794, *et seq.*

19 54. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794,
20 *et seq.* and Commercial Code, section 2711.

21 55. Plaintiff is entitled to recover any "cover" damages under Commercial Code
22 sections 2711, 2712, and Civil Code, section 1794, *et seq.*

23 56. Plaintiff is entitled to recover all incidental and consequential damages pursuant to
24 1794 *et seq* and Commercial Code sections, 2711, 2712, and 2713 *et seq.*

25 57. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two
26 times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to
27 comply with its responsibilities under the Act.
28





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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. For general, special, and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: April 24, 2023

QUILL & ARROW, LLP

Kevin Y. Jacobson
Kevin Y. Jacobson, Esq.
Camran Pakbaz, Esq.
Attorneys for Plaintiff,
[REDACTED]

Plaintiff, [REDACTED], hereby demands trial by jury in this action.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address).

Kevin Y. Jacobson, Esq. (SBN 320532)

Camran Pakbaz, Esq. (SBN 345343)

QUILL & ARROW, LLP

10900 Wilshire Boulevard, Suite 300, Los Angeles, CA 90024

TELEPHONE NO. (310) 933-4271

FAX NO. (Optional) (310) 889-0645

E-MAIL ADDRESS: e-service@quillararrowlaw.com

ATTORNEY FOR (Name) Plaintiff: [REDACTED]

FOR COURT USE ONLY

Electronically FILED by
Superior Court of California,
County of Los Angeles
4/24/2023 11:02 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Hernandez, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

STREET ADDRESS: 600 East Broadway

MAILING ADDRESS: 600 East Broadway

CITY AND ZIP CODE: Glendale, CA 91206

BRANCH NAME: GLENDALE COURTHOUSE

CASE NAME:

v. FORD MOTOR COMPANY

CIVIL CASE COVER SHEET

☒ **Unlimited**
(Amount
demanded
exceeds \$25,000)

☐ **Limited**
(Amount
demanded is
\$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder
Filed with first appearance by defendant
(Cal. Rules of Court, rule 3.402)

CASE NUMBER:

JUDGE:

DEPT.:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort

☐ Auto (22)
☐ Uninsured motorist (46)
**Other PI/PD/WD (Personal Injury/Property
Damage/Wrongful Death) Tort**
☐ Asbestos (04)
☒ Product liability (24)
☐ Medical malpractice (45)
☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)
☐ Civil rights (08)
☐ Defamation (13)
☐ Fraud (16)
☐ Intellectual property (19)
☐ Professional negligence (25)
☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)
☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)
☐ Rule 3.740 collections (09)
☐ Other collections (09)
☐ Insurance coverage (18)
☐ Other contract (37)

Real Property

☐ Eminent domain/inverse
condemnation (14)
☐ Wrongful eviction (33)
☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)
☐ Residential (32)
☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)
☐ Petition re: arbitration award (11)
☐ Writ of mandate (02)
☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

☐ Antitrust/Trade regulation (03)
☐ Construction defect (10)
☐ Mass tort (40)
☐ Securities litigation (28)
☐ Environmental/Toxic tort (30)
☐ Insurance coverage claims arising from the
above listed provisionally complex case
types (41)

Enforcement of Judgment

☐ Enforcement of judgment (20)

Miscellaneous Civil Complaint

☐ RICO (27)
☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)
☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management

- a. ☐ Large number of separately represented parties d. ☐ Large number of witnesses
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 3

5. This case ☐ is ☒ is not a class action suit

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: April 24, 2023

Kevin Y. Jacobson, Esq.

(TYPE OR PRINT NAME)

Kevin Y. Jacobson

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

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

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION**(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court

Step 1: After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

Step 2: In Column B, check the box for the type of action that best describes the nature of the case.

Step 3: In Column C, circle the number which explains the reason for the court filing location you have chosen.

Applicable Reasons for Choosing Courthouse Location (Column C)

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

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Personal Injury Hub Courts			
Auto Tort	Auto (22)	<input type="checkbox"/> 2201 Motor Vehicle – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> 4601 Uninsured Motorist – Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Other Personal Injury/ Property Damage/ Wrongful Death (23)	<input type="checkbox"/> 2301 Premise Liability (e.g., dangerous conditions of property, slip/trip and fall, dog attack, etc.)	1, 4, 11
		<input type="checkbox"/> 2302 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, battery, vandalism, etc.)	1, 4, 11
		<input type="checkbox"/> 2303 Intentional Infliction of Emotional Distress	1, 4, 11
		<input type="checkbox"/> 2304 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11
		<input type="checkbox"/> 2307 Construction Accidents	1, 4, 11

SHORT TITLE

v. FORD MOTOR COMPANY

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Personal Injury Cases Assigned to the Independent Calendar Courts			
Other Personal Injury/Property Damage/Wrongful Death Tort	Product Liability (24)	<input type="checkbox"/> 2401 Product Liability (not asbestos or toxic/ environmental) <input checked="" type="checkbox"/> 2402 Product Liability – Song-Beverly Consumer Warranty Act (CA Civil Code §§1790-1795.8) (Lemon Law)	1, 3, 5 1, 3, 5
	Medical Malpractice (45)	<input type="checkbox"/> 4501 Medical Malpractice – Physicians & Surgeons <input type="checkbox"/> 4502 Other Professional Health Case Malpractice	1, 3, 5 1, 3, 5
	Other Personal Injury / Property Damage / Wrongful Death (23)	<input type="checkbox"/> 2305 Elder/Dependent Adult Abuse/Claims Against Skilled Nursing Facility <input type="checkbox"/> 2306 Intentional Conduct – Sexual Abuse Case (in any form) <input type="checkbox"/> 2308 Landlord – Tenant Habitability (e.g., bed bugs, mold, etc.)	1, 3, 5 1, 3, 5 1, 3, 5
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 (13)	<input type="checkbox"/> 1301 Defamation (slander/libel)	1, 2, 3
	Fraud (16)	<input type="checkbox"/> 1601 Fraud (no contract)	1, 2, 3
	Professional Negligence (25)	<input type="checkbox"/> 2501 Legal Malpractice <input type="checkbox"/> 2502 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35)	<input type="checkbox"/> 3501 Other Non-Personal Injury/Property Damage Tort	1, 2, 3
Employment	Wrongful Termination (36)	<input type="checkbox"/> 3601 Wrongful Termination	1, 2, 3
	Other Employment (15)	<input type="checkbox"/> 1501 Other Employment Complaint Case <input type="checkbox"/> 1502 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract / Warranty (06) (not insurance)	<input type="checkbox"/> 0601 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2, 5
		<input type="checkbox"/> 0602 Contract/Warranty Breach – Seller Plaintiff (no fraud/negligence)	2, 5
		<input type="checkbox"/> 0603 Negligent Breach of Contract/Warranty (no fraud)	1, 2, 5

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)	
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> 0604 Other Breach of Contract/Warranty (no fraud/ negligence) <input type="checkbox"/> 0605 Breach of Rental/Lease Contract (COVID-19 Rental Debt)	1, 2, 5 2, 5	
	Collections (09)	<input type="checkbox"/> 0901 Collections Case – Seller Plaintiff <input type="checkbox"/> 0902 Other Promissory Note/Collections Case <input type="checkbox"/> 0903 Collections Case – Purchased Debt (charged off consumer debt purchased on or after January 1, 2014) <input type="checkbox"/> 0904 Collections Case – COVID-19 Rental Debt	5, 6, 11 5, 11 5, 6, 11 5, 11	
	Insurance Coverage (18)	<input type="checkbox"/> 1801 Insurance Coverage (not complex)	1, 2, 5, 8	
	Other Contract (37)	<input type="checkbox"/> 3701 Contractual Fraud	1, 2, 3, 5	
		<input type="checkbox"/> 3702 Tortious Interference	1, 2, 3, 5	
		<input type="checkbox"/> 3703 Other Contract Dispute (not breach/insurance/fraud/ negligence)	1, 2, 3, 8, 9	
Real Property	Eminent Domain/ Inverse Condemnation (14)	<input type="checkbox"/> 1401 Eminent Domain/Condemnation Number of Parcels _____	2, 6	
	Wrongful Eviction (33)	<input type="checkbox"/> 3301 Wrongful Eviction Case	2, 6	
	Other Real Property (26)	<input type="checkbox"/> 2601 Mortgage Foreclosure	2, 6	
Unlawful Detainer		<input type="checkbox"/> 2602 Quiet Title	2, 6	
		<input type="checkbox"/> 2603 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6	
Unlawful Detainer – Commercial (31)	<input type="checkbox"/> 3101 Unlawful Detainer – Commercial (not drugs or wrongful eviction)	6, 11		
Unlawful Detainer – Residential (32)	<input type="checkbox"/> 3201 Unlawful Detainer – Residential (not drugs or wrongful eviction)	6, 11		
Judicial Review	Unlawful Detainer – Post Foreclosure (34)	<input type="checkbox"/> 3401 Unlawful Detainer – Post Foreclosure	2, 6, 11	
	Unlawful Detainer – Drugs (38)	<input type="checkbox"/> 3801 Unlawful Detainer – Drugs	2, 6, 11	
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> 0501 Asset Forfeiture Case	2, 3, 6	
	Petition re Arbitration (11)	<input type="checkbox"/> 1101 Petition to Compel/Confirm/Vacate Arbitration	2, 5	
	Writ of Mandate (02)	<input type="checkbox"/> 0201 Writ – Administrative Mandamus	2, 8	
		<input type="checkbox"/> 0202 Writ – Mandamus on Limited Court Case Matter	2	
		<input type="checkbox"/> 0203 Writ – Other Limited Court Case Review	2	

SHORT TITLE

v. FORD MOTOR COMPANY

	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Judicial Review	Other Judicial Review (39)	<input type="checkbox"/> 3901 Other Writ/Judicial Review <input type="checkbox"/> 3902 Administrative Hearing <input type="checkbox"/> 3903 Parking Appeal	2, 8 2, 8 2, 8
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> 0301 Antitrust/Trade Regulation	1, 2, 8
	Asbestos (04)	<input type="checkbox"/> 0401 Asbestos Property Damage <input type="checkbox"/> 0402 Asbestos Personal Injury/Wrongful Death	1, 11 1, 11
	Construction Defect (10)	<input type="checkbox"/> 1001 Construction Defect	1, 2, 3
	Claims Involving Mass Tort (40)	<input type="checkbox"/> 4001 Claims Involving Mass Tort	1, 2, 8
	Securities Litigation (28)	<input type="checkbox"/> 2801 Securities Litigation Case	1, 2, 8
	Toxic Tort Environmental (30)	<input type="checkbox"/> 3001 Toxic Tort/Environmental	1, 2, 3, 8
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> 4101 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> 2001 Sister State Judgment <input type="checkbox"/> 2002 Abstract of Judgment <input type="checkbox"/> 2003 Confession of Judgment (non-domestic relations) <input type="checkbox"/> 2004 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> 2005 Petition/Certificate for Entry of Judgment Unpaid Tax <input type="checkbox"/> 2006 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> 2701 Racketeering (RICO) Case	1, 2, 8
	Other Complaints (not specified above) (42)	<input type="checkbox"/> 4201 Declaratory Relief Only	1, 2, 8
		<input type="checkbox"/> 4202 Injunctive Relief Only (not domestic/harassment)	2, 8
		<input type="checkbox"/> 4203 Other Commercial Complaint Case (non-tort/non-complex)	1, 2, 8
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> 2101 Partnership and Corporation Governance Case	2, 8
	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4301 Civil Harassment with Damages	2, 3, 9
		<input type="checkbox"/> 4302 Workplace Harassment with Damages	2, 3, 9

SHORT TITLE <div style="background-color: black; width: 150px; height: 1.2em; display: inline-block;"></div> v. FORD MOTOR COMPANY	CASE NUMBER <div style="background-color: black; width: 200px; height: 1.2em; display: inline-block;"></div>
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	A Civil Case Cover Sheet Case Type	B Type of Action (check only one)	C Applicable Reasons (See Step 3 above)
Miscellaneous Civil Petitions	Other Petitions (not specified above) (43)	<input type="checkbox"/> 4303 Elder/Dependent Adult Abuse Case with Damages	2, 3, 9
		<input type="checkbox"/> 4304 Election Contest	2
		<input type="checkbox"/> 4305 Petition for Change of Name/Change of Gender	2, 7
		<input type="checkbox"/> 4306 Petition for Relief from Late Claim Law	2, 3, 8
		<input type="checkbox"/> 4307 Other Civil Petition	2, 9

Step 4: Statement of Reason and Address: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address, which is the basis for the filing location including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 330 N. Brand Blvd.
CITY: Glendale	STATE: CA	ZIP CODE: 91203	

Step 5: Certification of Assignment: I certify that this case is properly filed in the GLENDALE COURTHOUSE District of the Superior Court of California, County of Los Angeles [Code of Civ. Proc., 392 et seq., and LASC Local Rule 2.3(a)(1)(E)]

Dated: April 24, 2023


 (SIGNATURE OF ATTORNEY/FILING PARTY)

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

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form LASC CIV 109 (05/22).
5. Payment in full of the filing fee, unless there is a court order for waiver, partial or schedule payments.
6. A signed order appointing a Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court to issue a Summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the Summons and Complaint, or other initiating pleading in the case.

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES	<small>Reserved for Clerk's File Stamp</small> FILED Superior Court of California County of Los Angeles 04/24/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>J. Hernandez</u> Deputy
COURTHOUSE ADDRESS: Glendale Courthouse 600 East Broadway, Glendale, CA 91206	
NOTICE OF CASE ASSIGNMENT UNLIMITED CIVIL CASE	
Your case is assigned for all purposes to the judicial officer indicated below.	<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 20px;"></div>

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

	ASSIGNED JUDGE	DEPT	ROOM		ASSIGNED JUDGE	DEPT	ROOM
✓	David A. Rosen	E					

Given to the Plaintiff/Cross-Complainant/Attorney of Record David W. Slayton, Executive Officer / Clerk of Court
 on 04/24/2023 (Date) By J. Hernandez, Deputy Clerk

INSTRUCTIONS FOR HANDLING UNLIMITED CIVIL CASES

The following critical provisions of the California Rules of Court, Title 3, Division 7, as applicable in the Superior Court, are summarized for your assistance.

APPLICATION

The Division 7 Rules were effective January 1, 2007. They apply to all general civil cases.

PRIORITY OVER OTHER RULES

The Division 7 Rules shall have priority over all other Local Rules to the extent the others are inconsistent.

CHALLENGE TO ASSIGNED JUDGE

A challenge under Code of Civil Procedure Section 170.6 must be made within **15** days after notice of assignment for all purposes to a judge, or if a party has not yet appeared, within 15 days of the first appearance.

TIME STANDARDS

Cases assigned to the Independent Calendaring Courts will be subject to processing under the following time standards:

COMPLAINTS

All complaints shall be served within 60 days of filing and proof of service shall be filed within 90 days.

CROSS-COMPLAINTS

Without leave of court first being obtained, no cross-complaint may be filed by any party after their answer is filed. Cross-complaints shall be served within 30 days of the filing date and a proof of service filed within 60 days of the filing date.

STATUS CONFERENCE

A status conference will be scheduled by the assigned Independent Calendar Judge no later than 270 days after the filing of the complaint. Counsel must be fully prepared to discuss the following issues: alternative dispute resolution, bifurcation, settlement, trial date, and expert witnesses.

FINAL STATUS CONFERENCE

The Court will require the parties to attend a final status conference not more than 10 days before the scheduled trial date. All parties shall have motions in limine, bifurcation motions, statements of major evidentiary issues, dispositive motions, requested form jury instructions, special jury instructions, and special jury verdicts timely filed and served prior to the conference. These matters may be heard and resolved at this conference. At least five days before this conference, counsel must also have exchanged lists of exhibits and witnesses, and have submitted to the court a brief statement of the case to be read to the jury panel as required by Chapter Three of the Los Angeles Superior Court Rules.

SANCTIONS

The court will impose appropriate sanctions for the failure or refusal to comply with Chapter Three Rules, orders made by the Court, and time standards or deadlines established by the Court or by the Chapter Three Rules. Such sanctions may be on a party, or if appropriate, on counsel for a party.

This is not a complete delineation of the Division 7 or Chapter Three Rules, and adherence only to the above provisions is therefore not a guarantee against the imposition of sanctions under Trial Court Delay Reduction. Careful reading and compliance with the actual Chapter Rules is imperative.

Class Actions

Pursuant to Local Rule 2.3, all class actions shall be filed at the Stanley Mosk Courthouse and are randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be a class action it will be returned to an Independent Calendar Courtroom for all purposes.

***Provisionally Complex Cases**

Cases filed as provisionally complex are initially assigned to the Supervising Judge of complex litigation for determination of complex status. If the case is deemed to be complex within the meaning of California Rules of Court 3.400 et seq., it will be randomly assigned to a complex judge at the designated complex courthouse. If the case is found not to be complex, it will be returned to an Independent Calendar Courtroom for all purposes.



Superior Court of California, County of Los Angeles

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION PACKAGE

THE PLAINTIFF MUST SERVE THIS ADR INFORMATION PACKAGE ON EACH PARTY WITH THE COMPLAINT.

CROSS-COMPLAINANTS must serve this ADR Information Package on any new parties named to the action with the cross-complaint.

What is ADR?

ADR helps people find solutions to their legal disputes without going to trial. The main types of ADR are negotiation, mediation, arbitration, and settlement conferences. When ADR is done by phone, videoconference or computer, it may be called Online Dispute Resolution (ODR). These alternatives to litigation and trial are described below.

Advantages of ADR

- **Saves Time:** ADR is faster than going to trial.
- **Saves Money:** Parties can save on court costs, attorney's fees, and witness fees.
- **Keeps Control** (with the parties): Parties choose their ADR process and provider for voluntary ADR.
- **Reduces Stress/Protects Privacy:** ADR is done outside the courtroom, in private offices, by phone or online.

Disadvantages of ADR

- **Costs:** If the parties do not resolve their dispute, they may have to pay for ADR, litigation, and trial.
- **No Public Trial:** ADR does not provide a public trial or decision by a judge or jury.

Main Types of ADR

1. **Negotiation:** Parties often talk with each other in person, or by phone or online about resolving their case with a settlement agreement instead of a trial. If the parties have lawyers, they will negotiate for their clients.
2. **Mediation:** In mediation, a neutral mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to try to create a settlement agreement that is acceptable to all. Mediators do not decide the outcome. Parties may go to trial if they decide not to settle.

Mediation may be appropriate when the parties

- want to work out a solution but need help from a neutral person.
- have communication problems or strong emotions that interfere with resolution.

Mediation may not be appropriate when the parties

- want a public trial and want a judge or jury to decide the outcome.
- lack equal bargaining power or have a history of physical/emotional abuse.

How to Arrange Mediation in Los Angeles County

Mediation for civil cases is voluntary and parties may select any mediator they wish. Options include:

a. **The Civil Mediation Vendor Resource List**

If all parties in an active civil case agree to mediation, they may contact these organizations to request a "Resource List Mediation" for mediation at reduced cost or no cost (for selected cases).

- **ADR Services, Inc.** Assistant Case Manager Janet Solis, janet@adrservices.com
(213) 683-1600
- **Mediation Center of Los Angeles** Program Manager info@mediationLA.org
(833) 476-9145

These organizations cannot accept every case and they may decline cases at their discretion. They may offer online mediation by video conference for cases they accept. Before contacting these organizations, review important information and FAQs at www.lacourt.org/mediation

NOTE: The Civil Mediation Vendor Resource List program does not accept family law, probate, or small claims cases.

b. **Los Angeles County Dispute Resolution Programs.** Los Angeles County-funded agencies provide mediation services on the day of hearings in small claims, unlawful detainer (eviction), civil harassment, and limited civil (collections and non-collection) cases.

<https://dc.lacourt.org>

Online Dispute Resolution (ODR). Parties in small claims and unlawful detainer (eviction) cases should carefully review the Notice and other information they may receive about (ODR) requirements for their case. <https://odr.lacourt.org>

c. Mediators and ADR and Bar organizations that provide mediation may be found on the internet.

3. **Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration, the arbitrator's decision is final; there is no right to trial. In "nonbinding" arbitration, any party can request a trial after the arbitrator's decision. For more information about arbitration, visit

<https://www.lacourt.org/arbitration>

4. **Mandatory Settlement Conferences (MSC):** MSCs are ordered by the Court and are often held close to the trial date or on the day of trial. The parties and their attorneys meet with a judge or settlement officer who does not make a decision but who instead assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. For information about the Court's MSC programs for civil cases, visit <https://www.lacourt.org/msc>

Los Angeles Superior Court ADR website: <https://www.lacourt.org/adr>

For general information and videos about ADR, visit <http://www.lacourt.org/mediation>

FILED
Superior Court of California
County of Los Angeles

MAY 03 2019

Sherri R. Carter, Executive Officer/Clerk

By Rizalinda Mina, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

IN RE LOS ANGELES SUPERIOR COURT) FIRST AMENDED GENERAL ORDER
 – MANDATORY ELECTRONIC FILING)
 FOR CIVIL)

On December 3, 2018, the Los Angeles County Superior Court mandated electronic filing of all documents in Limited Civil cases by litigants represented by attorneys. On January 2, 2019, the Los Angeles County Superior Court mandated electronic filing of all documents filed in Non-Complex Unlimited Civil cases by litigants represented by attorneys. (California Rules of Court, rule 2.253(b).) All electronically filed documents in Limited and Non-Complex Unlimited cases are subject to the following:

1) DEFINITIONS

- a) **“Bookmark”** A bookmark is a PDF document navigational tool that allows the reader to quickly locate and navigate to a designated point of interest within a document.
- b) **“Efiling Portal”** The official court website includes a webpage, referred to as the efiling portal, that gives litigants access to the approved Electronic Filing Service Providers.
- c) **“Electronic Envelope”** A transaction through the electronic service provider for submission of documents to the Court for processing which may contain one or more PDF documents attached.
- d) **“Electronic Filing”** Electronic Filing (eFiling) is the electronic transmission to a Court of a document in electronic form. (California Rules of Court, rule 2.250(b)(7).)

- e) **“Electronic Filing Service Provider”** An Electronic Filing Service Provider (EFSP) is a person or entity that receives an electronic filing from a party for retransmission to the Court. In the submission of filings, the EFSP does so on behalf of the electronic filer and not as an agent of the Court. (California Rules of Court, rule 2.250(b)(8).)
- f) **“Electronic Signature”** For purposes of these local rules and in conformity with Code of Civil Procedure section 17, subdivision (b)(3), section 34, and section 1010.6, subdivision (b)(2), Government Code section 68150, subdivision (g), and California Rules of Court, rule 2.257, the term “Electronic Signature” is generally defined as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record.
- g) **“Hyperlink”** An electronic link providing direct access from one distinctively marked place in a hypertext or hypermedia document to another in the same or different document.
- h) **“Portable Document Format”** A digital document format that preserves all fonts, formatting, colors and graphics of the original source document, regardless of the application platform used.

2) MANDATORY ELECTRONIC FILING

a) Trial Court Records

Pursuant to Government Code section 68150, trial court records may be created, maintained, and preserved in electronic format. Any document that the Court receives electronically must be clerically processed and must satisfy all legal filing requirements in order to be filed as an official court record (California Rules of Court, rules 2.100, et seq. and 2.253(b)(6)).

b) Represented Litigants

Pursuant to California Rules of Court, rule 2.253(b), represented litigants are required to electronically file documents with the Court through an approved EFSP.

c) Public Notice

The Court has issued a Public Notice with effective dates the Court required parties to electronically file documents through one or more approved EFSPs. Public Notices containing effective dates and the list of EFSPs are available on the Court’s website, at www.lacourt.org.

d) Documents in Related Cases

Documents in related cases must be electronically filed in the eFiling portal for that case type if electronic filing has been implemented in that case type, regardless of whether the case has been related to a Civil case.

3) EXEMPT LITIGANTS

a) Pursuant to California Rules of Court, rule 2.253(b)(2), self-represented litigants are exempt from mandatory electronic filing requirements.

b) Pursuant to Code of Civil Procedure section 1010.6, subdivision (d)(3) and California Rules of Court, rule 2.253(b)(4), any party may make application to the Court requesting to be excused from filing documents electronically and be permitted to file documents by conventional means if the party shows undue hardship or significant prejudice.

4) EXEMPT FILINGS

a) The following documents shall not be filed electronically:

- i) Peremptory Challenges or Challenges for Cause of a Judicial Officer pursuant to Code of Civil Procedure sections 170.6 or 170.3;
- ii) Bonds/Undertaking documents;
- iii) Trial and Evidentiary Hearing Exhibits
- iv) Any ex parte application that is filed concurrently with a new complaint including those that will be handled by a Writs and Receivers department in the Mosk courthouse; and
- v) Documents submitted conditionally under seal. The actual motion or application shall be electronically filed. A courtesy copy of the electronically filed motion or application to submit documents conditionally under seal must be provided with the documents submitted conditionally under seal.

b) Lodgments

Documents attached to a Notice of Lodgment shall be lodged and/or served conventionally in paper form. The actual document entitled, "Notice of Lodgment," shall be filed electronically.

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1 5) ELECTRONIC FILING SYSTEM WORKING PROCEDURES

2 Electronic filing service providers must obtain and manage registration information for persons
3 and entities electronically filing with the court.

4 6) TECHNICAL REQUIREMENTS

5 a) Electronic documents must be electronically filed in PDF, text searchable format **when**
6 technologically feasible without impairment of the document's image.

7 b) The table of contents for any filing must be bookmarked.

8 c) Electronic documents, including but not limited to, declarations, proofs of service, and
9 exhibits, must be bookmarked within the document pursuant to California Rules of Court, rule
10 3.1110(f)(4). Electronic bookmarks must include links to the first page of each bookmarked
11 item (e.g. exhibits, declarations, deposition excerpts) and with bookmark titles that identify the
12 bookedmarked item and briefly describe the item.

13 d) Attachments to primary documents must be bookmarked. Examples include, but are not
14 limited to, the following:

15 i) Depositions;

16 ii) Declarations;

17 iii) Exhibits (including exhibits to declarations);

18 iv) Transcripts (including excerpts within transcripts);

19 v) Points and Authorities;

20 vi) Citations; and

21 vii) Supporting Briefs.

22 e) Use of hyperlinks within documents (including attachments and exhibits) is strongly
23 encouraged.

24 f) Accompanying Documents

25 Each document accompanying a single pleading must be electronically filed as a **separate**
26 digital PDF document.

27 g) Multiple Documents

28 Multiple documents relating to one case can be uploaded in one envelope transaction.

h) Writs and Abstracts

Writs and Abstracts must be submitted as a separate electronic envelope.

i) Sealed Documents

If and when a judicial officer orders documents to be filed under seal, those documents must be filed electronically (unless exempted under paragraph 4); the burden of accurately designating the documents as sealed at the time of electronic submission is the submitting party's responsibility.

j) Redaction

Pursuant to California Rules of Court, rule 1.201, it is the submitting party's responsibility to redact confidential information (such as using initials for names of minors, using the last four digits of a social security number, and using the year for date of birth) so that the information shall not be publicly displayed.

7) ELECTRONIC FILING SCHEDULE

a) Filed Date

i) Any document received electronically by the court between 12:00 am and 11:59:59 pm shall be deemed to have been effectively filed on that court day if accepted for filing. Any document received electronically on a non-court day, is deemed to have been effectively filed on the next court day if accepted. (California Rules of Court, rule 2.253(b)(6); Code Civ. Proc. § 1010.6(b)(3).)

ii) Notwithstanding any other provision of this order, if a digital document is not filed in due course because of: (1) an interruption in service; (2) a transmission error that is not the fault of the transmitter; or (3) a processing failure that occurs after receipt, the Court may order, either on its own motion or by noticed motion submitted with a declaration for Court consideration, that the document be deemed filed and/or that the document's filing date conform to the attempted transmission date.

8) EX PARTE APPLICATIONS

a) Ex parte applications and all documents in support thereof must be electronically filed no later than 10:00 a.m. the court day before the ex parte hearing.

- b) Any written opposition to an ex parte application must be electronically filed by 8:30 a.m. the day of the ex parte hearing. A printed courtesy copy of any opposition to an ex parte application must be provided to the court the day of the ex parte hearing.

9) PRINTED COURTESY COPIES

- a) For any filing electronically filed two or fewer days before the hearing, a courtesy copy must be delivered to the courtroom by 4:30 p.m. the same business day the document is efiled. If the efiled is submitted after 4:30 p.m., the courtesy copy must be delivered to the courtroom by 10:00 a.m. the next business day.
- b) Regardless of the time of electronic filing, a printed courtesy copy (along with proof of electronic submission) is required for the following documents:
- i) Any printed document required pursuant to a Standing or General Order;
 - ii) Pleadings and motions (including attachments such as declarations and exhibits) of 26 pages or more;
 - iii) Pleadings and motions that include points and authorities;
 - iv) Demurrers;
 - v) Anti-SLAPP filings, pursuant to Code of Civil Procedure section 425.16;
 - vi) Motions for Summary Judgment/Adjudication; and
 - vii) Motions to Compel Further Discovery.
- c) Nothing in this General Order precludes a Judicial Officer from requesting a courtesy copy of additional documents. Courtroom specific courtesy copy guidelines can be found at www.lacourt.org on the Civil webpage under "Courtroom Information."

10) WAIVER OF FEES AND COSTS FOR ELECTRONICALLY FILED DOCUMENTS

- a) Fees and costs associated with electronic filing must be waived for any litigant who has received a fee waiver. (California Rules of Court, rules 2.253(b)(), 2.258(b), Code Civ. Proc. § 1010.6(d)(2).)
- b) Fee waiver applications for waiver of court fees and costs pursuant to Code of Civil Procedure section 1010.6, subdivision (b)(6), and California Rules of Court, rule 2.252(f), may be electronically filed in any authorized action or proceeding.

11) SIGNATURES ON ELECTRONIC FILING

For purposes of this General Order, all electronic filings must be in compliance with California Rules of Court, rule 2.257. This General Order applies to documents filed within the Civil Division of the Los Angeles County Superior Court.

This First Amended General Order supersedes any previous order related to electronic filing, and is effective immediately, and is to remain in effect until otherwise ordered by the Civil Supervising Judge and/or Presiding Judge.

DATED: May 3, 2019



KEVIN C. BRAZILE
Presiding Judge

A handwritten signature in black ink, reading "Kevin C. Brazile", written over a horizontal line.

VOLUNTARY EFFICIENT LITIGATION STIPULATIONS

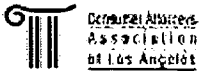


Superior Court of California
County of Los Angeles

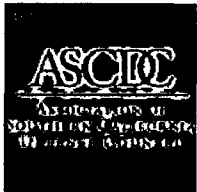


Los Angeles County
Bar Association
Litigation Section

Los Angeles County
Bar Association Labor and
Employment Law Section



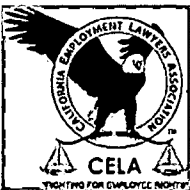
Consumer Attorneys
Association of Los Angeles



Southern California
Defense Counsel



Association of
Business Trial Lawyers



California Employment
Lawyers Association

The Early Organizational Meeting Stipulation, Discovery Resolution Stipulation, and Motions in Limine Stipulation are voluntary stipulations entered into by the parties. The parties may enter into one, two, or all three of the stipulations; however, they may not alter the stipulations as written, because the Court wants to ensure uniformity of application. These stipulations are meant to encourage cooperation between the parties and to assist in resolving issues in a manner that promotes economic case resolution and judicial efficiency.

The following organizations endorse the goal of promoting efficiency in litigation and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases.

◆ Los Angeles County Bar Association Litigation Section ◆

◆ Los Angeles County Bar Association
Labor and Employment Law Section ◆

◆ Consumer Attorneys Association of Los Angeles ◆

◆ Southern California Defense Counsel ◆

◆ Association of Business Trial Lawyers ◆

◆ California Employment Lawyers Association ◆

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – EARLY ORGANIZATIONAL MEETING			

This stipulation is intended to encourage cooperation among the parties at an early stage in the litigation and to assist the parties in efficient case resolution.

The parties agree that:

1. The parties commit to conduct an initial conference (in-person or via teleconference or via videoconference) within 15 days from the date this stipulation is signed, *to discuss and consider whether there can be agreement on the following:*
 - a. Are motions to challenge the pleadings necessary? If the issue can be resolved by amendment as of right, or if the Court would allow leave to amend, could an amended complaint resolve most or all of the issues a demurrer might otherwise raise? If so, the parties agree to work through pleading issues so that a demurrer need only raise issues they cannot resolve. Is the issue that the defendant seeks to raise amenable to resolution on demurrer, or would some other type of motion be preferable? Could a voluntary targeted exchange of documents or information by any party cure an uncertainty in the pleadings?
 - b. Initial mutual exchanges of documents at the "core" of the litigation. (For example, in an employment case, the employment records, personnel file and documents relating to the conduct in question could be considered "core." In a personal injury case, an incident or police report, medical records, and repair or maintenance records could be considered "core.");
 - c. Exchange of names and contact information of witnesses;
 - d. Any insurance agreement that may be available to satisfy part or all of a judgment, or to indemnify or reimburse for payments made to satisfy a judgment;
 - e. Exchange of any other information that might be helpful to facilitate understanding, handling, or resolution of the case in a manner that preserves objections or privileges by agreement;
 - f. Controlling issues of law that, if resolved early, will promote efficiency and economy in other phases of the case. Also, when and how such issues can be presented to the Court;
 - g. Whether or when the case should be scheduled with a settlement officer, what discovery or court ruling on legal issues is reasonably required to make settlement discussions meaningful, and whether the parties wish to use a sitting judge or a private mediator or other options as

SHORT TITLE:	CASE NUMBER:
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discussed in the "Alternative Dispute Resolution (ADR) Information Package" served with the complaint;

- h. Computation of damages, including documents, not privileged or protected from disclosure, on which such computation is based;
 - i. Whether the case is suitable for the Expedited Jury Trial procedures (see information at www.lacourt.org under "Civil" and then under "General Information").
2. The time for a defending party to respond to a complaint or cross-complaint will be extended to _____ for the complaint, and _____ for the cross-complaint, which is comprised of the 30 days to respond under Government Code § 68616(b), and the 30 days permitted by Code of Civil Procedure section 1054(a), good cause having been found by the Civil Supervising Judge due to the case management benefits provided by this Stipulation. A copy of the General Order can be found at www.lacourt.org under "Civil", click on "General Information", then click on "Voluntary Efficient Litigation Stipulations".
 3. The parties will prepare a joint report titled "Joint Status Report Pursuant to Initial Conference and Early Organizational Meeting Stipulation, and if desired, a proposed order summarizing results of their meet and confer and advising the Court of any way it may assist the parties' efficient conduct or resolution of the case. The parties shall attach the Joint Status Report to the Case Management Conference statement, and file the documents when the CMC statement is due.
 4. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day

The following parties stipulate:

Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR PLAINTIFF)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR DEFENDANT)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)
Date:		>	
	(TYPE OR PRINT NAME)		(ATTORNEY FOR _____)

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION – DISCOVERY RESOLUTION			

This stipulation is intended to provide a fast and informal resolution of discovery issues through limited paperwork and an informal conference with the Court to aid in the resolution of the issues.

The parties agree that:

1. Prior to the discovery cut-off in this action, no discovery motion shall be filed or heard unless the moving party first makes a written request for an Informal Discovery Conference pursuant to the terms of this stipulation.
2. At the Informal Discovery Conference the Court will consider the dispute presented by parties and determine whether it can be resolved informally. Nothing set forth herein will preclude a party from making a record at the conclusion of an Informal Discovery Conference, either orally or in writing.
3. Following a reasonable and good faith attempt at an informal resolution of each issue to be presented, a party may request an Informal Discovery Conference pursuant to the following procedures:
 - a. The party requesting the Informal Discovery Conference will:
 - i. File a Request for Informal Discovery Conference with the clerk's office on the approved form (copy attached) and deliver a courtesy, conformed copy to the assigned department;
 - ii. Include a brief summary of the dispute and specify the relief requested; and
 - iii. Serve the opposing party pursuant to any authorized or agreed method of service that ensures that the opposing party receives the Request for Informal Discovery Conference no later than the next court day following the filing.
 - b. Any Answer to a Request for Informal Discovery Conference must:
 - i. Also be filed on the approved form (copy attached);
 - ii. Include a brief summary of why the requested relief should be denied;

SHORT TITLE:	CASE NUMBER:
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- iii. Be filed within two (2) court days of receipt of the Request; and
 - iv. Be served on the opposing party pursuant to any authorized or agreed upon method of service that ensures that the opposing party receives the Answer no later than the next court day following the filing.
- c. No other pleadings, including but not limited to exhibits, declarations, or attachments, will be accepted.
 - d. If the Court has not granted or denied the Request for Informal Discovery Conference within ten (10) days following the filing of the Request, then it shall be deemed to have been denied. If the Court acts on the Request, the parties will be notified whether the Request for Informal Discovery Conference has been granted or denied and, if granted, the date and time of the Informal Discovery Conference, which must be within twenty (20) days of the filing of the Request for Informal Discovery Conference.
 - e. If the conference is not held within twenty (20) days of the filing of the Request for Informal Discovery Conference, unless extended by agreement of the parties and the Court, then the Request for the Informal Discovery Conference shall be deemed to have been denied at that time.
- 4. If (a) the Court has denied a conference or (b) one of the time deadlines above has expired without the Court having acted or (c) the Informal Discovery Conference is concluded without resolving the dispute, then a party may file a discovery motion to address unresolved issues.
 - 5. The parties hereby further agree that the time for making a motion to compel or other discovery motion is tolled from the date of filing of the Request for Informal Discovery Conference until (a) the request is denied or deemed denied or (b) twenty (20) days after the filing of the Request for Informal Discovery Conference, whichever is earlier, unless extended by Order of the Court.
- It is the understanding and intent of the parties that this stipulation shall, for each discovery dispute to which it applies, constitute a writing memorializing a "specific later date to which the propounding [or demanding or requesting] party and the responding party have agreed in writing," within the meaning of Code Civil Procedure sections 2030.300(c), 2031.320(c), and 2033.290(c).
- 6. Nothing herein will preclude any party from applying *ex parte* for appropriate relief, including an order shortening time for a motion to be heard concerning discovery.
 - 7. Any party may terminate this stipulation by giving twenty-one (21) days notice of intent to terminate the stipulation.
 - 8. References to "days" mean calendar days, unless otherwise noted. If the date for performing any act pursuant to this stipulation falls on a Saturday, Sunday or Court holiday, then the time for performing that act shall be extended to the next Court day.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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(TYPE OR PRINT NAME)

Date:

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Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

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NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			

1. This document relates to:

☐
☐

Request for Informal Discovery Conference
 Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).
3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).
4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

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SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER:
STIPULATION AND ORDER – MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

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Date:

(TYPE OR PRINT NAME)

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(ATTORNEY FOR PLAINTIFF)

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(ATTORNEY FOR DEFENDANT)

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(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR DEFENDANT)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

➤

(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

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FILED
LOS ANGELES SUPERIOR COURT

MAY 11 2011

JOHN A. CLARKE, CLERK
N. Navarro
BY NANCY NAVARRO, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

General Order Re	)	ORDER PURSUANT TO CCP 1054(a),
Use of Voluntary Efficient Litigation	)	EXTENDING TIME TO RESPOND BY
Stipulations	)	30 DAYS WHEN PARTIES AGREE
	)	TO EARLY ORGANIZATIONAL
	)	MEETING STIPULATION

Whereas the Los Angeles Superior Court and the Executive Committee of the Litigation Section of the Los Angeles County Bar Association have cooperated in drafting "Voluntary Efficient Litigation Stipulations" and in proposing the stipulations for use in general jurisdiction civil litigation in Los Angeles County;

Whereas the Los Angeles County Bar Association Litigation Section; the Los Angeles County Bar Association Labor and Employment Law Section; the Consumer Attorneys Association of Los Angeles; the Association of Southern California Defense Counsel; the Association of Business Trial Lawyers of Los Angeles; and the California Employment Lawyers Association all "endorse the goal of promoting efficiency in litigation, and ask that counsel consider using these stipulations as a voluntary way to promote communications and procedures among counsel and with the court to fairly resolve issues in their cases;"

1 Whereas the Early Organizational Meeting Stipulation is intended to encourage
2 cooperation among the parties at an early stage in litigation in order to achieve
3 litigation efficiencies;

4 Whereas it is intended that use of the Early Organizational Meeting Stipulation
5 will promote economic case resolution and judicial efficiency;

6
7 Whereas, in order to promote a meaningful discussion of pleading issues at the
8 Early Organizational Meeting and potentially to reduce the need for motions to
9 challenge the pleadings, it is necessary to allow additional time to conduct the Early
10 Organizational Meeting before the time to respond to a complaint or cross complaint
11 has expired;

12
13 Whereas Code of Civil Procedure section 1054(a) allows a judge of the court in
14 which an action is pending to extend for not more than 30 days the time to respond to
15 a pleading "upon good cause shown";

16
17 Now, therefore, this Court hereby finds that there is good cause to extend for 30
18 days the time to respond to a complaint or to a cross complaint in any action in which
19 the parties have entered into the Early Organizational Meeting Stipulation. This finding
20 of good cause is based on the anticipated judicial efficiency and benefits of economic
21 case resolution that the Early Organizational Meeting Stipulation is intended to
22 promote.

23
24 IT IS HEREBY ORDERED that, in any case in which the parties have entered
25 into an Early Organizational Meeting Stipulation, the time for a defending party to
26 respond to a complaint or cross complaint shall be extended by the 30 days permitted
27
28

1 by Code of Civil Procedure section 1054(a) without further need of a specific court
2 order.

3
4 DATED: May 11, 2011

Carolyn B. Kuhl
Carolyn B. Kuhl, Supervising Judge of the
Civil Departments, Los Angeles Superior Court