

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



Service of Process Transmittal ^{03/31/2022}

CT Log Number

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: an individual // To: Ford Motor Company
DOCUMENT(S) SERVED:	Summons, Complaint, Attachment(s), Certificate(s), Notice(s)
COURT/AGENCY:	Riverside County - Superior Court, CA Case #
NATURE OF ACTION:	Product Liability Litigation - Lemon Law - 2019 Ford Flex, VIN:
ON WHOM PROCESS WAS SERVED:	C T Corporation System, GLENDALE, CA
DATE AND HOUR OF SERVICE:	By Process Server on 03/31/2022 at 12:58
JURISDICTION SERVED :	California
APPEARANCE OR ANSWER DUE:	Within 30 days after service (Document(s) may contain additional answer dates)
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: 04/01/2022, Expected Purge Date: 04/06/2022
	Image SOP
REGISTERED AGENT ADDRESS:	C T Corporation System 330 N BRAND BLVD STE 700 GLENDALE, CA 91203 877-564-7529 MajorAccountTeam2@wolterskluwer.com

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

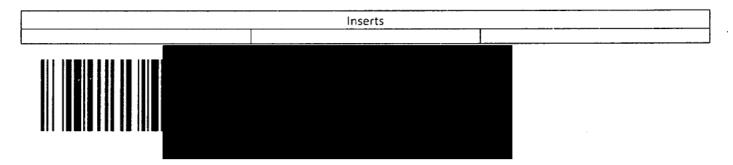
Page 1 of 1 / DP



PROCESS SERVER DELIVERY DETAILS

Date: Server Name: Thu, Mar 31, 2022 Jimmy Lizama

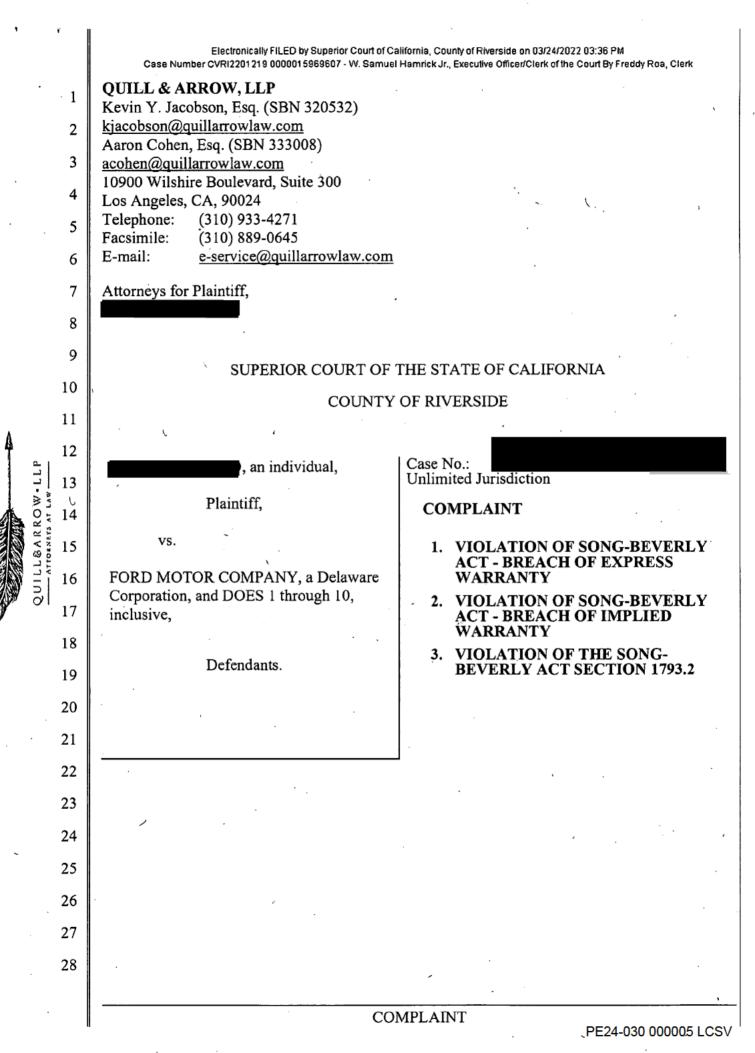
Entity Served	FORD MOTOR COMPANY
Case Number	
Jurisdiction	CA



1001-2010	mber CVRI2201219 0000015969609 - W. Samuel Hamr	Tek Jr., Executive Oncencient of	the second s
	SUMMONS		FOR OFFICE USE ONLY
	(CITACION JUDICIAL)		
NOTICE TO DE (AVISO AL DE FORD MOTO		nd DOES 1 through	
10, inclusive			
	NG SUED BY PLAINTIFF: MANDANDO EL DEMANDANTE):		
	, an individual		- 4
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NOTICE! You hav below.	e been sued. The court may decide against you with	out your being heard unless yo	ou respond within 30 days. Read the information
the court clerk for may be taken with There are othe referral service. If these nonprofit gm (www.courtinfo.ca costs on any settli jAVISOI Lo han d continuación. Tiene 30 DIAS corte y hacer que en formato legal c Puede encontrar e biblioteca de leyes que le dé un formu podrá quiter su su Hay otros requis remisión e abogac progrema de servi (www.lawhelpcalifi	Center (www.courtinfo.ca.gov/selfhelp), your county la a fee waiver form. If you do not file your response on nout further warning from the court. r legal requirements. You may want to call an attorne you cannot afford an attorney, you may be eligible for oups at the California Legal Services Web site (www. gov/selfhelp), or by contacting your local court or cou- ement or arbitration award of \$10,000 or more in a civ ement or arbitration award of \$10,000 or more in a civ ement or arbitration award of \$10,000 or more in a civ ement or arbitration award of \$10,000 or more in a civ ement of arbitration award of \$10,000 or more in a civ ement of arbitration award of \$10,000 or more in a civ ement of arbitration award of \$10,000 or more in a civ ement of arbitration award of \$10,000 or more in a civ ement of arbitration award of \$10,000 or more in a civ ement of arbitration award of \$10,000 or more in a civ ement of arbitration award of \$10,000 or more in a civ ement of a conte gue le entreguen esta se entregue una copia al demendante. Una carta o u orrecto si desea que procesen su caso en la corte. Es stos formularios de la corte y más información en el s de su condado o en la corte que le quede más cerca ulario de exención de pago de cuotas. Si no presenta eldo, dinero y bienes sin más advertencia. sitos legales, Es recomendable que llame a un aboga- fos. Si no puede pagar a un abogado, es posible que cicos legales sin fines de lucro. Puede encontrar estos ornia.org), en el Centro de Ayuda de las Cortes de Ci- los locales. AVISO: Por ley, la corte tiene derecho a r ación de \$10,000 ó más de velor recibida mediante un	time, you may lose the case be sy right away. If you do not know if free legal services from a nor lawhelpcalifornia.org), the Cali unty bar association. NOTE: The vill case. The court's lien must be the puede decidir en su contra se a citación y papeles legales par in a llamada telefónica no lo pro- is posible que haya un formular Centro de Ayuda de las Cortes a. Si no puede pagar la cuota a is u respuesta a tiempo, puede do inmediatemente. Si no contra s grupos sin fines de lucro en es alifornia, (www.sucorte.ca.gov, reclamar las cuotas y los costo	y default, and your wages, money, and property w an attorney, you may want to call an attorney nprofit legal services program. You can locate fornia Courts Online Self-Help Center he court has a statutory lien for waived fees and be paid before the court will dismiss the case. sin escuchar su versión. Lea la información a ra presentar una respuesta por escrito en esta blegen. Su respuesta por escrito tiene que estar rio que usted pueda usar para su respuesta. s de California (www.sucorte.ca.gov), en la de presentación, pida al secretario de la corte o perder el caso por incumplimiento y la corte le loce a un abogado, puede llamar a un servicio de a obtener servicios legales gratuitos de un el sitio web de Celifornia Legal Services, o o poniéndose en contacto con la corte o el s exentos por imponer un gravamen sobre
cualquier recupera pagar el gravamen	n de la corte antes de que la corte pueda desechar el		
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cualquier recupera pagar el gravamen The name and ad (El nombre y direc RIVERSIDE HIST The name, addres (El nombre, la direct) Kevin Y. Jacobso	Idress of the court is: County of RIVERSIDE Su cción de la corte es): TORIC COURTHOUSE, 4050 Main Street, Riversi ss, and telephone number of plaintiff's attorney, ección y el número de teléfono del abogado del	perior Court de CA 92501 , or plaintiff without an attor I demandante, o del deman	ney, is: adante que no tiene abogado, es):
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(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)). ISEALI

as an individual defendant. 1. 2. 1 as the person sued under the fictitious name of (specify): 3. X on behalf of (specify): FORD MOTOR COMPANY, a Delaware Corporation CCP 416.60 (minor) under: X CCP 416.10 (corporation) CCP 416.70 (conservatee) CCP 416.20 (defunct corporation) CCP 416.90 (authorized person) CCP 416.40 (association or partnership) other (specify): 4. by personal delivery on (date): GC68150(q) Page 1 of 1 Form Adopted for Mandatory Use Judicial Council of California SUM-100 [Rev. July 1, 2009] SUMMONS Code of Civil Procedure §§ 412.20, 465 PE24-030 000004"LCSV



Plaintiff, **Motor Company**, an individual, alleges as follows against Defendant, FORD MOTOR COMPANY, a Delaware Corporation ("FORD MOTOR COMPANY"), and DOES 1 through 10 inclusive, on information and belief, formed after a reasonable inquiry under the circumstances:

DEMAND FOR JURY TRIAL

Plaintiff, GENERAL ALLEGATIONS
 Plaintiff, GENERAL ALLEGATIONS, is an individual residing in the City of Riverside, State of California.

3. Defendant, FORD MOTOR COMPANY, is and was a Delaware Corporation operating and doing business in the State of California.

4. These causes of causes of action arise out of warranty and repair obligations of FORD MOTOR COMPANY in connection with a vehicle Plaintiff purchased and for which FORD MOTOR COMPANY issued a written warranty. The warranty was not issued by the selling dealership.

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

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6. All acts of corporate employees as alleged were authorized or ratified by an officer, 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

prayed for herein.

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8. On October 24, 2019, Plaintiff purchased a new 2019 Ford Flex, having VIN No.: ("the Subject Vehicle").

9. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was a failure in such utility or performance.

10. 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, transmission and electrical system defects.

11. Plaintiff hereby revokes acceptance of the sales contract.

12. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil Code sections 1790 *et seq.* the Subject Vehicle constitutes "consumer goods" used primarily for family or household purposes, and Plaintiff has used the vehicle primarily for those purposes.

13. Plaintiff is a "buyer" of consumer goods under the Act.

14. Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor" under the Act.

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15. Plaintiff hereby demands trial by jury in this action.

FIRST CAUSE OF ACTION

Violation of the Song-Beverly Act – Breach of Express Warranty

20 16. Plaintiff incorporates herein by reference each and every allegation contained in the
21 preceding and succeeding paragraphs as though herein fully restated and re-alleged.

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, transmission and electrical system defects.

19. Pursuant to the Song-Beverly Consumer Warranty Act (hereinafter the "Act") Civil 2 Code sections 1790 et seq. the vehicle constitutes "consumer goods" used primarily for family or 3 household purposes, and Plaintiff has used the Subject Vehicle primarily for those purposes.

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Plaintiff is the "buyer" of consumer goods under the Act. 20.

5 Defendant, FORD MOTOR COMPANY, is a "manufacturer" and/or "distributor" 21. 6 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.

Defendant was unable to conform Plaintiff's vehicle to the applicable express 24. 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.

By failure of Defendant to remedy the defects as alleged above or to issue a refund 26. or replacement vehicle, Defendant is in breach of its obligations under the Song-Beverly Act.

Under the Act, Plaintiff is entitled to reimbursement of the price paid for the vehicle 27. less that amount directly attributable to use by the Plaintiff prior to the first presentation of the nonconformities.

22 28. Plaintiff is entitled to all incidental, consequential, and general damages resulting 23 from Defendant's failure to comply with its obligations under the Song-Beverly Act.

24 Plaintiff is entitled under the Song-Beverly Act to recover as part of the judgment a 29. 25 sum equal to the aggregate amount of costs and expenses, including attorney's fees, reasonably 26 incurred in connection with the commencement and prosecution of this action.

27 30. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in 28 addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages

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for FORD MOTOR COMPANY's willful failure to comply with its responsibilities under the Act.

SECOND CAUSE OF ACTION

Violation of the Song-Beverly Act – Breach of Implied Warranty

31. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

32. FORD MOTOR COMPANY and its authorized dealership at which Plaintiff purchased the subject vehicle had reason to know the purpose of the Subject Vehicle at the time of sale of the subject vehicle. The sale of the Subject Vehicle was accompanied by implied warranties provided for under the law.

33. Among other warranties, the sale of the Subject Vehicle was accompanied by an implied warranty that the Subject vehicle was merchantable pursuant to Civil Code section 1792.

34. The Subject Vehicle was not fit for the ordinary purpose for which such goods are used because it was equipped with one or more defective vehicle systems/components.

35. The Subject Vehicle did not measure up to the promises or facts stated on the container or label because it was equipped with one or more defective vehicle systems/components.

36. 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 transmission and electrical system defects.

37. 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 *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other applicable laws.

23 38. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil
24 Code, section 1794, *et seq*.

39. Plaintiff hereby revokes acceptance of the Subject Vehicle.

40. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
1794, et seq.

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41. Plaintiff is entitled to rescission of the contract pursuant to Civil Code, section 1794,

et seq. and Commercial Code, section 2711.

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42. 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)

43. Plaintiff incorporates herein by reference each and every allegation contained in the preceding and succeeding paragraphs as though herein fully restated and re-alleged.

44. 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.

45. 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.

46. Civil Code, section 1793.2, subdivision (b) further states that goods shall be serviced or repaired so as to conform to the applicable warranties within 30 days and/or within a reasonable time.

47. The sale of the Subject Vehicle was accompanied by express warranties, including a warranty guaranteeing that the subject vehicle was safe to drive and not equipped with defective parts, including the electrical system.

48. Plaintiff delivered the subject vehicle to FORD MOTOR COMPANY's authorized
 service representatives on multiple occasions. The subject vehicle was delivered for repairs of
 defects, which amount to nonconformities to the express warranties that accompanied the sale of
 the subject vehicle.

49. Defendant's authorized facilities did not conform the Subject Vehicle to warranty
within 30-days and/or commence repairs within a reasonable time, and FORD MOTOR
COMPANY has failed to tender the subject vehicle back to Plaintiff in conformance with its
warranties within the timeframes set forth in Civil Code section 1793.2(b).

50. Plaintiff is entitled to justifiably revoke acceptance of the subject vehicle under Civil Code, section 1794, *et seq*.

51. Plaintiff hereby revokes acceptance of the subject vehicle.

52. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section 1794, et seq.

53. Plaintiff is entitled to rescission of the contract pursuant to Civil Code section 1794, et seq. and Commercial Code, section 2711.

54. Plaintiff is entitled to recover any "cover" damages under Commercial Code sections 2711, 2712, and Civil Code, section 1794, *et seq.*

55. Plaintiff is entitled to recover all incidental and consequential damages pursuant to 1794 et seq and Commercial Code sections, 2711, 2712, and 2713 et seq.

56. Plaintiff is entitled in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages in that FORD MOTOR COMPANY has willfully failed to comply with its responsibilities under the Act.

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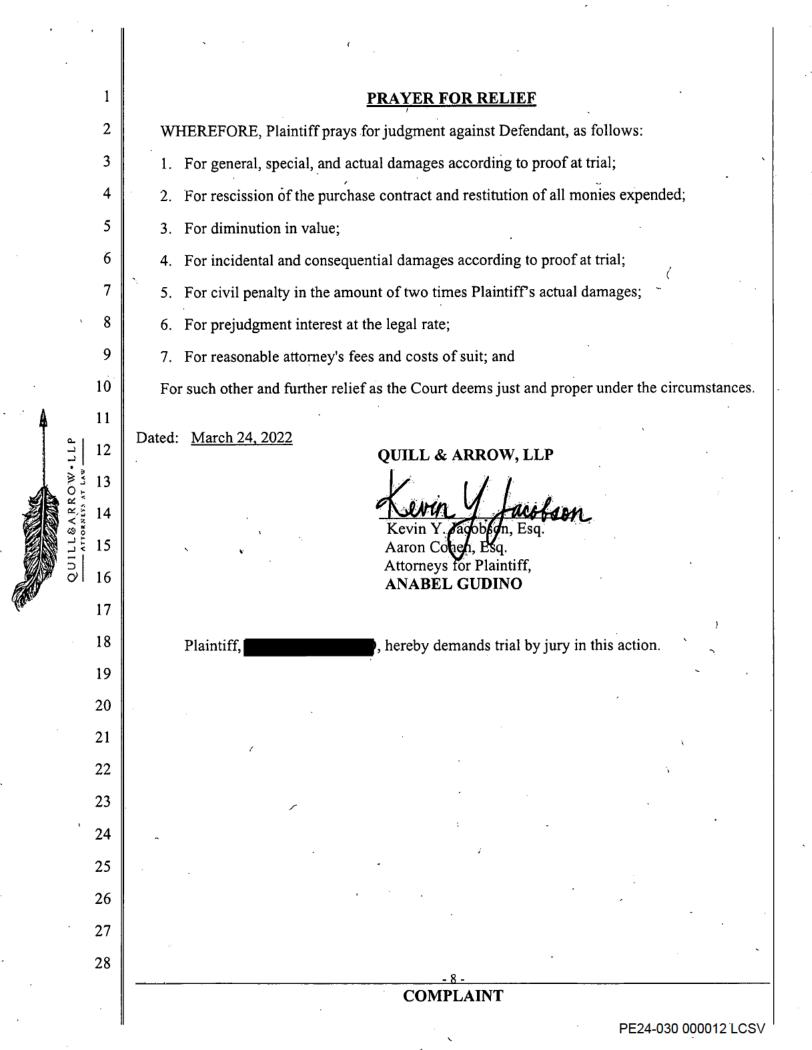
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, Siaha Bar nur Kevin Y., Jacobson (SBN 320532); Aaron Cohen (SBN 33 QUILL & ARROW, LLP 10900 Wilshire Boulevard, Suite 300 Los Angeles, CA 90024 Case Number (TELEPHONE NO.: (310) 933-4271 E-MAIL ADDRESS: e-service@quillarrowlaw.com ATTORNEY FOR (Name): Plaintiff: SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 4050 Main Street	Electronically FILED by Superior Court of California, County CVR12201219 0000016969608 - W. Samuel Hamrick Jr., Ex FAX NO. (<i>Optional)</i> : (310) 889-0645	
MAILING ADDRESS: 4050 Main Street CITY AND ZIP CODE: Riverside CA 92501 BRANCH NAME: RIVERSIDE HISTORIC COURTH	IOUSE	
CASE NAME:	TOR COMPANY	
CIVIL CASE COVER SHEET Unlimited Limited (Amount (Amount demanded demanded is exceeds \$25,000) \$25,000 or less) Items 1-6 below	Complex Case Designation Counter Joinder Filed with first appearance by defendan (Cal. Rules of Court, rule 3.402) ow must be completed (see instructions of	DEPT.:
1. Check one box below for the case type that		11 pogo 2).
		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 (<i>not specified above</i>) (42) Miscellaneous Civil Petition Partnership and corporate governance (21) Other petition (<i>not specified above</i>) (43)
factors requiring exceptional judicial manage a Large number of separately represe b Extensive motion practice raising of issues that will be time-consuming c Substantial amount of documentar 3. Remedies sought (check all that apply): a.	ented parties d. Large number difficult or novel , e. Coordination to resolve courts in other y evidence f. Substantial p	er of witnesses with related actions pending in one or more er counties, states, or countries, or in a federal postjudgment judicial supervision leclaratory or injunctive relief c.
Number of causes of action (specify): 3	ss action suit	
 If there are any known related cases, file an Date: March 24, 2022 	2011년 1월 20	
Kevin Y. Jacobson, Esq. (TYPE OR PRINT NAME)		GNATURE OF PARTY OR ATTORNEY FOR PARTY
 Plaintiff must file this cover sheet with the fir under the Probate Code, Family Code, or W in sanctions. File this cover sheet in addition to any cover If this case is complex under rule 3.400 et so other parties to the action or proceeding. 	NOTICE st paper filed in the action or proceeding /elfare and Institutions Code). (Cal. Rules sheet required by local court rule. eq. of the California Rules of Court, you r	(except small claims cases or cases filed s of Court, rule 3.220,) Failure to file may result nust serve a copy of this cover sheet on all
Unless this is a collections case under rule : Form Adopted for Mendatory Use	ONUL OADE COVER Street	t will be used for statistical purposes only. Page 1 of 2 Cal. Rules of @ 2460200.000013160-13 @ 5 \$/740;

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CIVIL CASE COVER SHEET

Cal. Rules of Com 24e080.00003190-3005 3/740; Cal. Standards of Judicial Administration, std. 3.10

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffstand 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 4. 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 4 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 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 3740

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 CASE TYPES AND EXAMPLES

the case is complex. 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) **T**ôrt Asbestos (04) Asbestos Property Damage

Asbestos Personal Injurv/ Wrongful Deaths Product Liability (not aspestos 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)

CM-010 [Rev September 1:2021]

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 Foredosure. 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

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 (nondomestic 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 (nonharassment) 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 (43) Civil Harassment Workplace Violence Elder/Dependent Adult Abûšê Election Contest Petition for Name Change Petition for Relief From Late Claim Other Civil Petition 1 1 PE24-030 142 CSV

<u>.</u>

CIVIL:CASE/COVER/SHEET

Commissioner Appeals

Electronically FILED by Superio	or Court of California, County of Riverside on 03/24/2022 03:36 PM
Case Number	- W. Samuel Hamrick Jr., Executive Officer/Clerk of the Court By Freddy Roa, Clerk

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ATTORNEY	OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Add	(es ar	FOR COURT USE ONLY
	Y. Jacobson, Esq. (SBN 320532)	(633)	FOR CODRT USE ONET
	& ARROW LLP		
10900	Wilshire Boulevard, Suite 300		
LOS AI	ngeles, CA 90024		
	TELEPHONE NO: (310) 933-4271 FA	X NO. (Optional): (310) 889-0645	
E-MAIL	ADDRESS (Optional): kjacobson@quillarrowlaw.c	om	
	ORNEY FOR		
			-
	PLAINTIFF/PETITIONER:		
~			
DE	FENDANT/RESPONDENT: Ford Motor Compa	any	CASE NUMBER:
	, ,	CERTIFICATE OF COUNSEL	
	ndersigned certifies that this matter s ed below:	should be tried or heard in the cou	rt identified above for the reasons .
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\mathbf{X}	The action arose in the zip code of		
	The extien encourse real preperty (located in the zin cade of:	•
	The action concerns real property l		
	The Defendant resides in the zip co	ode of:	
For me	ore information on where actions sho	ould be filed in the Riverside Cour	tv Superior Courts, please refer
	al Rule 1.0015 at www.riverside.cou		· · · · · · · · · · · · · · · · · · ·
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l certif	y (or declare) under penalty of perjur	y under the laws of the State of C	alifornia that the foregoing is
true ar	nd correct.	1	
Date	March 24, 2022		
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			Nuch J. Jacobson
	Y. Jacobson	>	V
(TYI	PE OR PRINT NAME OF D ATTORNEY D PARTY MAKING DECLAR	ATION)	(SIGNATURE)
			Page 1 of 1
	Mandalory Use	CERTIFICATE OF COUNSEL	Local Rule 1.0015
Riverside Su RI-CI032 [Ri	ev. 08/15/13]		riverside.courts.ca.gov/localfrms/localfrms.shtml
(Reformatted			



SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE www.riverside.courts.ca.gov

Self-represented parties: https://www.riverside

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
- A 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: https://www.riverside.courts.ca.gov/Divisions/ADR/ADR.php

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 https://adr.riverside.courts.ca.gov/Home/CivilMedPanel 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
 Chapman University School of Law Mediation Clinic (services only available at the court)

BLYTHE 265 N. Broadway, Blythe, CA 92225 CORONA 505 S. Buena Vista, Rm. 201, Corona, C		SS 3255 Tahquitz Canyon Way, Palm Springs, CA 92262
MORENO VALLEY 13800 Heacock St. #D201, Mo CA	reno Valley, 🔲 RIVERSIDE 40 92553	50 Main St., Riverside, CA 92501 RI-ADRO
TTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Numbe	r and Address)	FOR COURT USE ONLY
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TELEPHONE NO: FA	X NO. (Optional):	
-MAIL ADDRESS (Optional):		
ATTORNEY FOR (Name):		
PLAINTIFF/PETITIONER:	`	
		CASE NUMBER:
DEFENDANT/RESPONDENT:	,	
	•	CASE MANAGEMENT CONFERENCE DATE(S):
	<u></u>	
STIPULATION FOR	R ALTERNATIVE DISPUTE	E RESOLUTION (ADR)
(CRC 3	3.2221; Local Rule, Title 3,	Division 2)
Court-Ordered ADR:		
-	Indicial Arbitration will be date	rminod at the Case Management
Eligibility for Court-Ordered Mediation or		ennined at the Case Management
Conference. If eligible, the parties agree		
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SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE Branch Name: Historic Court House Mailing Address: 4050 Main Street City, State and Zip Code: Riverside CA 92501

SHORT TITLE: VS FORD MOTOR COMPANY

CASE NUMBER:

NOTICE OF CONFIRMATION OF ELECTRONIC FILING

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of RIVERSIDE. In order to process the filing, the fee shown was assessed.

Electronic Filing Summary Data

Electronically Submitted By: One Legal
Reference
Submission Number:
Court Received Date: 03/24/2022
Court Received Time: 3:36 pm
Case Number:
Case Title: vs FORD MOTOR COMPANY
Location: Historic Court House
Case Type: Civil
Case Category: Unlimited Civil Breach of Contract/Warranty
Jurisdictional Amount: Amount over \$25,000
Notice Generated Date: 03/30/2022
Notice Generated Time: 3:14 pm

Documents Electronically Filed/Received

Complaint for Breach of Contract/Warranty (Over \$25,000)

Civil Case Cover Sheet

Summons Issued and Filed

Certificate of Counsel.

Accepted

Status

Accepted

Accepted

Accepted

NOTICE OF CONFIRMATION OF FILING

PE24-030 000019 LCSV

ADR Packet

Accepted

<u>Comments</u>

Submitter's Comments:

Clerk's Comments:

Electronic Filing Service Provider Information

Service Provider: One Legal Contact: One Legal Phone: (800) 938-8815

NOTICE OF CONFIRMATION OF FILING

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Historic Court House 4050 Main Street, Riverside, CA 92501

Case Number:

Case Name:

vs FORD MOTOR COMPANY

NOTICE OF DEPARTMENT ASSIGNMENT

The above entitled case is assigned to the Honorable Harold W. Hopp in Department 10 for All Purposes.

Any disgualification pursuant to CCP section 170.6 shall be filed in accordance with that section.

The court follows California Rules of Court, Rule 3.1308(a)(1) for tentative rulings (see Riverside Superior Court Local Rule 3316). Tentative Rulings for each law and motion matter are posted on the internet by 3:00 p.m. on the court day immediately before the hearing at http://riverside.courts.ca.gov/tentativerulings.shtml. If you do not have internet access, you may obtain the tentative ruling by telephone at (760) 904-5722.

To request oral argument, you must (1) notify the judicial secretary at (760) 904-5722 and (2) inform all other parties, no later than 4:30 p.m. the court day before the hearing. If no request for oral argument is made by 4:30 p.m., the tentative ruling will become the final ruling on the matter effective the date of the hearing.

The filing party shall serve a copy of this notice on all parties.



Interpreter services are available upon request. If you need an interpreter, please complete and submit the online Interpreter Request Form (https://riverside.courts.ca.gov/Divisions/InterpreterInfo/ri-in007.pdf) or contact the clerk's office and verbally request an interpreter. All requests must be made in advance with as much notice as possible, and prior to the hearing date in order to secure an interpreter.

Assistive listening systems, computer-assisted real time captioning, or sign language interpreter services are available upon request if at least 5 days notice is provided. Contact the Office of the ADA Coordinator by calling (951) 777-3023 or TDD (951) 777-3769 between 8:00 am and 4:30 pm or by emailing ADA@riverside.courts.ca.gov to request an accommodation. A *Request for Accommodations by Persons With Disabilities and Order* (form MC-410) must be submitted when requesting an accommodation. (Civil Code section 54.8.)

Dated: 03/30/2022

W. SAMUEL HAMRICK JR., Court Executive Officer/Clerk of Court

Ba...k by:

F. Roa, Deputy Clerk

CI-NODACV (Rev. 02/16/21)

Historic Court House 4050 Main Street, Riverside, CA 92501

Case Number:

Case Name:

vs FORD MOTOR COMPANY

KEVIN Y JACOBSON 10900 WILSHIRE BLVD. SUITE 300 Los Angeles, CA 90024

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

8:30 AM	Department 10	
0.00 Am	Department IV	
4050 Main Street, Riverside, CA 92501		
	reet, Riverside, CA 92	

No later than 15 calendar days before the date set for the case management conference or review, each party must file a case management statement and serve it on all other parties in the case. CRC, Rule 3.725.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6 shall be filed in accordance with that section.

Remote Appearance at Hearing: The court **strongly encourages** parties and counsel to appear remotely for nonevidentiary hearings in civil cases. Pursuant to local rule 3132, persons intending to appear remotely shall notify all opposing parties of their intention to appear remotely before the hearing. Notice may be given informally, including by telephone, email, or text message. To appear remotely, on the day of the hearing, either use your computer, mobile device, or dial (833) 568-8864 (toll free) or (669) 254-5252, when prompted enter:

Meeting ID: 161-888-5460 # Access Code: Press the # key (no number after the #)

Please MUTE your phone until your case is called, and it is your turn to speak. It is important to note that you must call twenty (20) minutes prior to the scheduled hearing time to check in or there may be a delay in your case being heard.

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CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the Notice of Case Management Conference on this date, by depositing said copy as stated above.

Dated: 03/30/2022

W. SAMUEL HAMRICK JR., Court Executive Officer/Clerk of Court

a.l by:

F. Roa, Deputy Clerk

Historic Court House 4050 Main Street, Riverside, CA 92501

Case Number:

Case Name:

vs FORD MOTOR COMPANY

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date		Hearing Time	Department
09/26/2022		8:30 AM	Department 10
Location of Hearing:	cation of Hearing: 4050 Main Street, Riverside, CA 92501		

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Dated: 03/30/2022

W. SAMUEL HAMRICK JR., Court Executive Officer/Clerk of Court

21. . R by:

F. Roa, Deputy Clerk

Historic Court House 4050 Main Street, Riverside, CA 92501

Case	Number:	
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Case Name: vs FORD MOTOR COMPANY

FORD MOTOR COMPANY

NOTICE OF CASE MANAGEMENT CONFERENCE

The Case Management Conference is scheduled as follows:

Hearing Date	Hearing Time	Department
09/26/2022	8:30 AM	Department 10
Location of Hearing: 4050 Main Street, Riverside, CA 92501		

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Dated: 03/30/2022

W. SAMUEL HAMRICK JR., Court Executive Officer/Clerk of Court

2... K by:

F. Roa, Deputy Clerk

Notice has been printed for the following Firm/Attorneys or Parties:

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