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

[redacted]

CONSUMER PROTECTION
LAW GROUP

3101 N Central Avenue, Suite 301 • Phoenix, AZ 85012
Tel: (480)399-6898• Fax: (480) 841-6981
info@247lemonlaw.com
www.247lemonlaw.com

December 30, 2024

VIA CERTIFIED MAIL
Ford Motor Company
P.O. Box 6248
Dearborn, MI 48126

To whom this may concern:

Please be advised that this firm has been retained by [redacted] and [redacted] [redacted] (hereinafter as "the [redacted] concerning her purchase of a defective 2021 Ford Bronco Sport, and a claim that they have against Ford Motor Company ("Ford") pursuant to the Magnuson-Moss Warranty Act. You are hereby notified that my client is revoking acceptance of her vehicle. And they have directed me to demand cancellation of all contracts related to or concerning the purchase of the subject vehicle and the return of all monies paid toward or owed on the subject vehicle, including any amounts paid or payable, down payment, all payments made, trade in value, and incidental and consequential damages.

Please direct all future contacts and correspondence to Consumer Protection Law Group as listed above. **Having been formally notified of our representation, you are instructed not to contact our client under any circumstances. Direct all inquiries to Consumer Protection Law Group. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

I have enclosed a copy of the vehicle contract, along with copies of other relevant documents including repair orders describing the complaints and work done while the vehicle was in an authorized repair facility. Please note that this vehicle complies with the requirements of the Magnuson-Moss Warranty Act ("Federal Lemon Law") because all work was done while it was covered by Ford's express and implied warranties.

I. STATEMENT OF FACTS

The facts in this matter are not in dispute. On March 6, 2021, the [redacted] purchased a new 2021 Ford Bronco Sport. The total sales price of this vehicle was $49,838.16. The subject vehicle was accompanied by a express and implied warranties at the sale of the vehicle to the [redacted] by which Ford undertook to preserve or maintain the utility or performance of her vehicle or to provide compensation if there was a failure in such utility or performance. The vehicle was defective in its design, manufacture and/or assembly. Specifically, the vehicle was delivered to the [redacted] with serious defects and nonconformities to warranty and developed other serious defects and nonconformities to warranty including, but not limited to: Electrical, battery and recall.

After purchasing the vehicle on March 6, 2021, the [redacted] brought her vehicle into the dealership within few months of purchasing the vehicle due to electrical, battery, and recall issues. Throughout the next year following the purchase of the 2021 Ford Bronco Sport, the [redacted] brought her vehicle in for service and repairs numerous times including repairs for electrical, battery, recall, and safety which made the vehicle a hazard to operate.

These complaints and defects have been brought to the attention of the dealer, as well as to your factory representatives. Nevertheless, despite these numerous attempts to repair the vehicle on at least four (4) separate occasions since, and at least twenty-five (25) days out of service these problems remain, and it appears that Ford is unable to resolve and make the necessary repairs to these defective conditions.

Pursuant to the Magnuson-Moss Warranty Act, 15 U.S.C. 2301 et seq., the [redacted] hereby requests that you comply with the aforementioned statutes based on the following facts:

1. The vehicle was purchased new on March 6, 2021 from Bartow Ford, Co. in the City of Bartow, Florida. The vehicle came with a warranty as defined in the Act.

2. The vehicle is not fit for the ordinary purposes for which it was sold and has exhibited substantial nonconformities that have required repeated warranty repairs. The nonconformities include but not limited to:

- **Defective Electrical:** The vehicle entered deep sleep mode. An SSM was performed to reprogram the PSCM. Subsequently, the check engine, wrench, and traction control lights illuminated, accompanied by a warning indicating 'Front Collision Unavailable.' Diagnostics revealed a software issue with the gateway module (GWM), which was resolved by updating the module
- **Defective Battery:** The vehicle's battery was dead and required a jump-start. The failed battery was replaced.
- **Recall:** Body control module, powertrain control module calibration.

3. These nonconformities substantially impair the use, value and safety of this vehicle to the [redacted]

II. DEMAND FOR SETTLEMENT

Our client is entitled to full restitution under the Magnuson-Moss Warranty Act 15 U.S.C. 2301 et seq., to date, as follows:

Actual Damages to Date

1.	Amount Paid & Payable	$49,838.16
2.	DMV Registration	$ TBD
3.	Car Rental Expense	$ TBD
4.	Towing Expense	$ TBD
5.	Repair Expense	$ TBD
6.	Add-on Expense	$ TBD
	Actual Damages	**$49,838.16**

In addition, our client is entitled to attorney fees and costs as provided in the statute. However, in the spirit of compromise and in the interest of settlement and to avoid protracted and unnecessary litigation, the [redacted] hereby makes an offer to settle for $49,838.16 in actual damages, any and all incidental or consequential damages yet to be determined, **plus** $5,000.00 in attorney's fees, costs, and expenses.

This letter constitutes a direct written notification of the defects within our client's vehicle and of her intent to pursue a claim pursuant to the Magnuson-Moss Warranty Act. Notwithstanding the above facts, the [redacted] hopes this claim can be resolved amicably and without the need for protracted and expensive litigation having the need to incur unnecessary attorneys' fees and costs.

Once you have made the opportunity to review this matter, please advise us as to whether you wish to discuss settlement or defend. Please respond to this settlement demand no later than 21 days from the above date. Please do not communicate directly with our client with regard to this matter and forward all communications to this office.

Very truly yours,

CONSUMER PROTECTION LAW GROUP

By: /s/ Andrew Bandzar
Andrew Bandzar, Esq.

Enclosures: Purchase Agreement
Repair Orders
Registration

cc: [redacted] *and* [redacted] [redacted]

EXHIBIT A

(Purchase Agreement)

[redacted] - THIS IS A CUSTOMER REVIEW COPY OF THE UNSIGNED ELECTRONIC FORM HELD BY ROUTEONE LLC

FLORIDA VEHICLE RETAIL INSTALLMENT CONTRACT

DATE 03/06/2021

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)	SELLER/CREDITOR (Seller Name and Address)
[redacted] Spring Hill, FL [redacted] [redacted] Spring Hill, FL [redacted] June Month of Birth	BARTOW FORD CO. 2800 US HIGHWAY 98 NORTH BARTOW, FL 33830

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described in this contract for cash or on credit. The cash price is shown on Page 2 as "Cash Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you or on your behalf	Total of Payments The amount you will have paid when you have made all scheduled payments	Total Sale Price The total cost of your purchase on credit, including your downpayment
10.09 %	$ 10,675.22	$ 31,662.94	$ 42,338.16	of $ 7,500.00 $ 49,838.16

1-800-727-7000

FORD CREDIT

www.ford.com/finance

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments are Due Monthly unless otherwise checked ☐ Semi-Annually ☐ Annually
72	$ 588.03	starting 04/05/2021

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

BALLOON CONTRACT PROVISIONS

☐ Your last scheduled payment under this contract is a balloon payment.

EXCESS WEAR, USE AND MILEAGE CHARGES
If the box directly above is checked, this section, Paragraph B, and Paragraph C of this contract apply. You may be charged for excessive wear based upon our standards for normal use. If you exercise the option to transfer ownership of the vehicle to Creditor under Paragraph B, you must pay the Creditor $0.N/A per mile for each mile in excess of N/A miles shown on the odometer.

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

Florida documentary stamp tax required by law in the amount of $ 110.95 has been paid or will be paid directly to the Department of Revenue.
Certificate of Registration #39-8000747771-3

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New/Used	Mileage	Year and Make	Model	Vehicle Identification Number	Use For Which Purchased
New	16	2021 Ford	Bronco Sport	[redacted]	Personal use unless otherwise checked below ☐ Commercial ☐ Agricultural

Trade-in N/A (Year and Make) $ N/A (Gross Allowance) $ N/A (Amount Owing)

ITEMIZATION OF AMOUNT FINANCED

1. **Cash Price** (including a Predelivery Service Charge* $ 941.50) Total Predelivery Service Fees $ 34,820.42 **(1)**

*** This charge represents costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.**

2. **Down Payment**
   - **Third Party Rebate Assigned to Creditor** $ N/A
   - **Cash Paid** $ 7,000.00
   - Manuf. Rebate $ 500.00
   - **Trade-in** (description above) $ N/A
   - **Total Down Payment** $ 7,500.00 **(2)**
3. **Unpaid Balance of Cash Price** (1 minus 2) $ 27,320.42 **(3)**
4. **Amounts paid on your behalf (Seller may be retaining a portion of these amounts)**
   - **To Public Officials**
     - (i) for license, title & registration fees $ 141.85;
     - (ii) for official fees $ N/A;
     - (iii) for documentary stamps $ 110.95;
     - (iv) for taxes (not in Cash Price) $ 194.22 $ 447.02
   - **To Insurance Companies for:**
     - **Credit Life Insurance** $ N/A
     - **Credit Disability Insurance** $ N/A
     - N/A $ N/A
     - N/A $ N/A
     - **To** USWC GAP **for** GAP Waiver $ 899.00
     - **To** United States Warranty Corp. **for** Maintenance Plan $ 874.00
     - **To** United States Warranty Corp. **for** Tire & Wheel Prot. $ 299.00
     - **To** State of FL **for** Tire Fee $ 5.00
     - **To** United States Warranty Corp. **for** Service Contract $ 1,815.00
     - **To** State of FL **for** Battery Fee $ 1.50
     - **To** State of FL **for** Motor Veh. Warranty Trust Fund $ 2.00
     - **To** N/A **for** N/A $ N/A
     - **To** N/A **for** N/A $ N/A
     - **To** N/A **for** N/A $ N/A
   - **Total** $ 4,342.52 **(4)**
5. **Amount Financed** (3 plus 4) $ 31,662.94 **(5)**

Debt Cancellation Waiver Addendum (Optional)

Purchase of the debt cancellation waiver is optional and is not required to obtain credit. The terms and conditions of the debt cancellation waiver are set forth in the attached Addendum which is incorporated into this contract. By signing below you agree to purchase the debt cancellation waiver for the price set forth on this contract in the Itemization of Amount Financed under section 4.

A Transmitted - 3/6/21 1:43:00pm
Buyer Signs

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INSURANCE

YOU ARE REQUIRED TO INSURE THE VEHICLE. YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

1. Buyer understands that he has the option of assigning any other policy or policies Buyer owns or may procure for the purpose of covering this retail instalment sale and the policy need not be purchased from the Creditor in order to obtain credit.

B N/A
Buyer Signs

B N/A
Co-Buyer Signs

2. Buyer understands that the credit life coverage may be deferred if, at the time of application, Buyer is unable to engage in employment or unable to perform normal activities of a person of like age and sex, if the proposed credit life insurance policy contains this restriction.

C N/A
Buyer Signs

C N/A
Co-Buyer Signs

3. Buyer understands that the benefits under the policy will terminate when Buyer reaches a certain age and that Buyer's age is accurately represented on the application or policy.

D N/A
Buyer Signs

D N/A
Co-Buyer Signs

Credit Life

N/A — Insurance Company
$ N/A — Premium
N/A — Insured(s)
You want Credit Life Insurance.

E N/A
Buyer Signs

E N/A
Co-Buyer Signs

Credit Disability

N/A — Insurance Company
$ N/A — Premium
N/A — Insured(s)
You want Credit Disability Insurance.

F N/A
Buyer Signs

F N/A
Co-Buyer Signs

OTHER OPTIONAL INSURANCE

Coverage	Insurance Company	Premium	Term in Months
Service Contract	United States Warranty Corp.	$ 1,815.00	72
Tire & Wheel Prot.	United States Warranty Corp.	$ 299.00	36
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A

You want the optional insurance for which premiums are included above.

G Transmitted - 3/6/21 1:43:03pm
Buyer Signs

G Transmitted - 3/6/21 1:43:06pm
Co-Buyer Signs

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

[redacted]

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ADDITIONAL AGREEMENTS

A. Payments: You must make all payments in U.S. funds when they are due. You may prepay your debt at any time without penalty. This is a simple finance charge contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. Your payment will be applied first to the earned and unpaid part of the Finance Charge and then to the unpaid Amount Financed. The Finance Charge is earned by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time that the unpaid Amount Financed is outstanding.
Upon your request, Assignee may agree to allow you to extend the due date of all or any part of any installment payment for an extension fee of $15.00. You will also be required to extend the insurance coverage required by the contract to cover the extension period. In addition to the extension fee, you will also be required to pay any additional finance charges which accrue as a result of your being allowed to extend your payment.

B. Balloon Payment Contracts: If your last scheduled payment under this contract is a balloon payment as indicated on Page 1 of this contract, you have three options to handle the balloon payment.
First, you may pay all that you owe, and keep your motor vehicle.
Second, you may refinance all that you owe unless you are in default under this contract. If the Creditor has advanced funds to cure any default, you must pay back the Creditor before the refinancing. You also must provide proof of insurance acceptable to Creditor before the refinancing. The refinancing Annual Percentage Rate (APR) will be agreed to by you and the Creditor at the time of refinancing and will not exceed the maximum APR permitted by law. Your refinanced monthly payment will be the same as in this contract if the refinanced amount will be fully paid in **36** months or less. Otherwise, your monthly payment will be the amount needed to fully pay the refinanced amount in **36** months. If you wish to refinance, you must notify the Creditor in writing no later than 30 days prior to the balloon payment due date.
Third, you may transfer ownership of the vehicle to the Creditor, and an amount equal to your originally scheduled balloon payment will be applied toward the satisfaction of all that you owe. Creditor will add a $475 Disposal Fee to the amount that you owe and, if applicable, will add any excess mileage charges (as described on Page 1 of this contract) and any estimated costs of vehicle repairs that are the result of excess wear and use (as described in Paragraph C). If the amount of your originally scheduled balloon payment does not satisfy all that you owe, you will pay the difference. You must take the vehicle to a place selected by the Creditor for inspection no later than 15 days prior to the balloon payment due date. After the inspection, if you decide to transfer ownership of the vehicle to the Creditor, you must give the vehicle to the Creditor no later than the balloon payment due date. At that time, you must provide the Creditor a title, which shows no liens other than the Creditor's lien, transferring ownership to the Creditor or a person selected by the Creditor. You must also provide other documents as needed. If you decide not to transfer ownership of the vehicle after inspection, you must immediately inform the Creditor if you want to refinance under the second option above.

C. Damage Repair: If your last scheduled payment under this contract is a balloon payment and you transfer ownership of the vehicle to the Creditor under Paragraph B, you are responsible for all repairs to the vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) tires that have sidewall damage/plugs, exposed cords/belts, or are unmatched for vehicle or unsafe; (b) electrical or mechanical defects or malfunctions; (c) glass, paint, body panels, trim and grill work that are broken, mismatched, chipped, scratched, pitted, cracked, or if applicable, dented; (d) interior rips, stains, burns or damaged areas; (e) replacement of any missing equipment or parts that were in or on the vehicle when delivered; and (f) all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of sheet metal and all other repairs must be made with Original Equipment Manufacturer parts. Your use or repair of the vehicle must not invalidate any warranty. You will owe the estimated costs of such repairs unless repairs are made at your expense prior to the transfer of ownership of the vehicle to the Creditor. You will maintain the odometer of the vehicle so that it always reflects the vehicle's actual mileage. If the odometer is at any time inoperative, you will provide reasonable evidence of the vehicle's actual mileage. If you are unable to do so, you will pay us our estimate of any reduction of the vehicle's wholesale value caused by the inability to determine the vehicle's actual mileage.

D. Security Interest: You give the Creditor a security interest in:
1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe under this contract. It also secures your other agreements in this contract.

E. Use of Vehicle - Warranties: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. **If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties, except as otherwise provided by law.**

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F. Vehicle Insurance: You must insure the vehicle against loss or damage from collision, fire or theft. You must name Creditor as the loss payee under the insurance policy. The Creditor must approve the type and amount of insurance. **If the vehicle is lost, damaged or destroyed, you must pay the Creditor what is still owed.**
You agree that the Creditor can make a claim under the insurance policy. You authorize the insurance company to provide Creditor any information Creditor believes necessary to make a claim. You must use insurance proceeds to repair the vehicle, unless the damage to the vehicle is considered a total loss. If the damage to the vehicle is considered a total loss, you must use the insurance proceeds to pay what you owe the Creditor. If your insurance on the vehicle doesn't pay all you owe, you must pay what is still owed.

G. Returned Insurance Premiums and Service Contract Charges: This contract may contain charges for insurance, service contracts, or other contracts. You agree that the Creditor can claim benefits under these contracts and unless prohibited by law, terminate them to obtain refunds of unearned charges to reduce what you owe. If the Creditor gets a refund on insurance, service contracts, or other contracts, the Creditor will subtract it from what you owe. Once all amounts owed under this contract are paid, any remaining refund will be paid to you.

H. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you default, Creditor can exercise Creditor's rights under this contract and Creditor's other rights under the law.

I. Repossession: If you default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. Creditor may repossess (take back) the vehicle, too. Creditor may also take goods found in or on the vehicle when repossessed and hold them for you.

J. Your Right to Redeem: If the vehicle is taken back, Creditor will send you a notice. The notice will say that you may redeem (buy back) the vehicle and will explain how to redeem the vehicle. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

K. Disposition of Motor Vehicle: If the vehicle is taken back and sold, the money from the sale, less allowed expenses, will be used to pay the amount still owed on the contract. Allowed expenses include those paid as a direct result of having to retake the vehicle, hold it, prepare it for sale, and sell it. Reasonable lawyer's fees and legal costs are allowed, too. If there is any money left (surplus), it will be paid to you. If the money from the sale is not enough to pay off this contract and costs, you will pay what is still owed to the Creditor. If you do not pay the amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

L. Collection Costs: Except as otherwise provided by law, you must pay any and all expenses related to enforcing this contract, including collection expenses, lawyers' fees and other legal expenses.

M. Consumer Reports: You authorize the Assignee to obtain consumer credit reports from consumer reporting agencies (credit bureaus) for any reason and at any time in connection with this contract.

N. Servicing and Collection: You agree that Creditor, Creditor's affiliates, agents and service providers may monitor and record telephone calls regarding your account to assure the quality of our service or for other reasons. You also expressly consent and agree that Creditor, Creditor's affiliates, agents and service providers may use written, electronic or verbal means to contact you. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. You agree that Creditor, Creditor's affiliates, agents and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

O. Applicable Law: You agree that this contract will be governed by the laws of the state of Florida.

P. General: This contract contains the entire agreement between Creditor and you relating to the sale and financing of the motor vehicle. If any part of this contract is not valid, all other parts stay valid. If Creditor doesn't enforce Creditor's rights every time, Creditor can still enforce them later. Creditor will exercise all of Creditor's rights in a lawful way.

Buyer acknowledges and accepts assignment of this contract to the Assignee (and any successor to Assignee). Buyer also consents to any subsequent assignment of this contract, and accepts this provision as notice of any such assignment, by Assignee or anyone else without further notice to Buyer. This consent and notice specifically includes any assignment of the security interest in the vehicle financed pursuant to this contract.

Q. Electronic Records and Signatures and Conversion to Paper: You agree to use electronic records and electronic signatures to document this contract. Your electronic signatures will have the same effect as signatures on a paper contract.
There will be one authoritative copy of this contract. It will be the electronic copy in a document management system the Creditor designates for storing it.
The Creditor may convert that authoritative copy to a paper original. The Creditor will do so by printing one paper copy marked "Original." This paper original will have your electronic signature on it. It will have the same effect as if you had signed it originally on paper.

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FTC NOTICES

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

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle.

THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

Spanish Translation: Guia para compradors de vehiculos usados. LA INFORMACION QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACION CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

*Does not apply if purchased for commercial or agricultural use. In that case, you (debtor) will not assert against any assignee or subsequent holder of this Contract any claims, defenses, or setoffs which you may have against the Seller or manufacturer of the vehicle.

Limited Right to Cancel

a) You understand that Seller is delivering the vehicle to you on the date this contract is signed even though the Seller may still need to verify your credit and assign this contract to a financial institution. You agree that Seller has the number of days stated on page 8 of this contract to identify a financial institution that will accept this contract and assign it to that financial institution. If Seller cannot identify a financial institution that will accept this contract on terms acceptable to the Seller within the number of days stated on page 8 of this contract, either you or Seller may cancel this contract.

b) Seller will notify you if Seller elects to cancel this contract under paragraph (a). Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as you bought it except for reasonable wear and tear. If you do not return the vehicle immediately, Seller may obtain it using any available legal remedies and you will be liable for all expenses related to retaking the vehicle. You may cancel this contract under paragraph (a) only by returning the vehicle to Seller in the same condition as you bought it except for reasonable wear and tear. Upon return of the vehicle, Seller must give back to you all consideration you provided to Seller for the purchase of the vehicle. You will have the option of paying the remaining balance to purchase the vehicle or negotiating new financing terms with Seller.

c) The terms of this contract are in full force while the vehicle is in your possession. You agree to maintain the insurance required by this contract and are responsible for any loss or damage to the vehicle. You agree to pay Seller the cost of repairing any damage to the vehicle while it is in your possession and to hold Seller harmless from any expenses, costs and fees arising out of any act pertaining to the operation of the vehicle while it is in your possession.

d) Nothing in this section gives you the right to cancel this contract for reasons unrelated to our assignment of this contract. The terms of this limited right to cancel will survive cancellation of this contract.

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GUARANTY

To cause the Seller to sell the vehicle described in this contract to the Buyer on credit, the person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, the person who signs as a guarantor will pay it when asked. The Guarantor who signs below agrees to be liable for the whole amount owed. The Guarantor also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments or (b) releases any security. The Guarantor will receive a completed paper copy of this contract and this Guaranty at the time of electronically signing.

Guarantor N/A

Address N/A

Guarantor Signs H N/A

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READ THIS ARBITRATION PROVISION CAREFULLY AND IN ITS ENTIRETY
ARBITRATION

Arbitration is a method of resolving any claim, dispute, or controversy (collectively, a "Claim") without filing a lawsuit in court. Either you or Creditor ("us" or "we") (each, a "Party") may choose at any time, including after a lawsuit is filed, to have any Claim related to this contract decided by arbitration. Neither party waives the right to arbitrate by first filing suit in a court of law. Claims include but are not limited to the following: 1) Claims in contract, tort, regulatory or otherwise; 2) Claims regarding the interpretation, scope, or validity of this provision, or arbitrability of any issue except for class certification; 3) Claims between you and us, your/our employees, agents, successors, assigns, subsidiaries, or affiliates; 4) Claims arising out of or relating to your application for credit, this contract, or any resulting transaction or relationship, including that with the dealer, or any such relationship with third parties who do not sign this contract.

RIGHTS YOU AND WE AGREE TO GIVE UP
If either you or we choose to arbitrate a Claim, then you and we agree to waive the following rights:

- **RIGHT TO A TRIAL, WHETHER BY A JUDGE OR JURY**
- **RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN ANY CLASS CLAIM YOU MAY HAVE AGAINST US WHETHER IN COURT OR IN ARBITRATION**
- **BROAD RIGHTS TO DISCOVERY AS ARE AVAILABLE IN A LAWSUIT**
- **RIGHT TO APPEAL THE DECISION OF AN ARBITRATOR**
- **OTHER RIGHTS THAT ARE AVAILABLE IN A LAWSUIT**

RIGHTS YOU AND WE DO NOT GIVE UP: If a Claim is arbitrated, you and we will continue to have the following rights, without waiving this arbitration provision as to any Claim: 1) Right to file bankruptcy in court; 2) Right to enforce the security interest in the vehicle, whether by repossession or through a court of law; 3) Right to take legal action to enforce the arbitrator's decision; 4) Right to request that a court of law review whether the arbitrator exceeded its authority; and (5) Right to seek remedies in small claims court for disputes or claims within that court's jurisdiction.

You or we may choose the American Arbitration Association, (www.adr.org), or any other organization subject to our approval, to conduct the arbitration. The applicable rules (the "Rules") may be obtained from the selected organization. If there is a conflict between the Rules and this contract, this contract shall govern. This contract is subject to the Federal Arbitration Act (9 U.S.C. § 1 et seq.). The arbitration decision shall be in writing with a supporting opinion. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. To the extent that the total of your filing, administration, service or case management fee and your arbitrator or hearing fee exceeds $200, we will pay the amount in excess of $200, unless you choose to pay one-half of the total or unless the fees are reallocated in the award under applicable law or the organization's rules.

Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. Any portion of this arbitration provision that is unenforceable shall be severed, and the remaining provisions shall be enforced. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this arbitration provision shall be unenforceable. The validity and scope of the waiver of class action rights shall be decided by the court and not by the arbitrator.

[redacted] THIS CUSTOMER REVIEW COPY WAS CREATED ON 03/06/2021 06:40:08 PM GMT

RQ24-014-03 000013 Part 2 Q1

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

Buyer Signs | Transmitted - 3/6/21 1:43:08pm

Co-Buyer Signs | Transmitted - 3/6/21 1:43:11pm

YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE ARBITRATION PROVISION IN THIS CONTRACT.

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

LIMITED RIGHT TO CANCEL

By signing below, the Buyer and Co-buyer agree that the section on page 6 of this contract entitled "Limited Right to Cancel" will apply. The limited right to cancel this contract will end when Seller assigns this contract to a financial institution or within 30 days, whichever occurs first.

J Transmitted - 3/6/21 1:43:13pm
Buyer

J Transmitted - 3/6/21 1:43:15pm
Co-Buyer

NOTICE TO THE BUYER

a) Do not sign this contract before you read it or if it contains any blank spaces.
b) You are entitled to an exact copy of the contract you sign. Keep it to protect your legal rights.

Buyer (and Co-Buyer) acknowledge that (i) before electronically signing this contract, Buyer (and Co-Buyer) received and reviewed a true and completely filled in paper copy of this contract and (ii) at the time of electronically signing this contract, Buyer (and Co-Buyer) received a true and completely filled in paper copy of this contract.

K Transmitted - 3/6/21 1:43:18pm
Buyer Signs

K Transmitted - 3/6/21 1:43:21pm
Co-Buyer Signs

Seller BARTOW FORD CO. By L Transmitted - 3/6/21 1:43:23pm Title N/A

THIS CONTRACT IS NOT VALID UNTIL YOU AND SELLER SIGN IT.

ASSIGNMENT

Seller will assign this contract electronically to Ford Motor Credit Company LLC ("Assignee"). That Assignee will then have all the Seller's rights, privileges, and remedies.

Seller BARTOW FORD CO. By M Transmitted - 3/6/21 1:43:27pm Title N/A

[redacted]

[redacted]

TRUE AND ACCURATE REVIEW COPY - UCC NON-AUTHORITATIVE COPY

[redacted] - THIS CUSTOMER REVIEW COPY WAS CREATED ON 03/06/2021 06:40:08 PM GMT

BARTOW FORD

INTEGRITY•TRUST•HONESTY
Since 1948

2800 US 98 NORTH
P.O. BOX 1700
BARTOW, FLORIDA 33830
(863) 533-0425
800-533-0425
Website: www.bartowford.com

R9B NEW
NUDR

CONTROL [redacted]
STOCK NO. Z1312[redacted]
DATE 03/06/2021
SALESPERSON CHARLES L NORMAN
LUIS CARLOS FIGU

DEAL #92641 LAUREL LYNN HARRISON

RETAIL BUYERS ORDER

PURCHASER [redacted]
ADDRESS [redacted]
PHON [redacted]
CITY SPRING HILL FL ZIP [redacted]
MODEL YR. 2021 MAKE FORD TRUCK
MODEL BRONCO SPORT
I.D. NO. [redacted]
COLOR BLACK MILEAGE 16
LICENSE # DOB
LICENSE # DOB

EMAIL: NONE
EMAIL:

PHYSICAL DESCRIPTION OF TRADE-IN

YEAR: MAKE: MODEL:
I.D. NO.
MILEAGE-TRADE COLOR
I.D. NO.

LIEN TO
FORD MOTOR CREDIT COMPANY
P.O. BOX 105704
ATLANTA GA 30348-5704
(800)727-7000
588.03 @ 72

TRADE-IN PAYOFF VERIFICATION
AMOUNT
GOOD UNTIL
ACCT. #
OTHER LIENS
BY WHOM
VERIFIED BY

BASE PRICE	31615.00
SELLING PRICE	31615.00
LESS USED CAR ALLOWANCE	N/A
CASH DIFFERENCE	31615.00
WARRANTY	2988.00
GAP INSURANCE	899.00
ACCESSORIES	269.00
FLORIDA LAW LEAD-ACID BATTERY FEE	1.50
WASTE TIRE FEE	5.00
Predelivery Service Charge**	$ 749.00
**These charges represent costs and profit to the dealer for items such as inspecting, cleaning, and adjusting vehicles, and preparing documents related to the sale.	
Electronic Registration Filing Fee**	$ 192.50
AMOUNT TAXABLE	36719.00
PLUS SALES TAX	2164.14
COUNTY TAX HERNANDO	25.00
PLUS USED CAR BALANCE OWED	N/A
SUB TOTAL	38908.14
MVWEA (LEMON LAW)	2.00
NEW WHEELS IMPACT FEE	N/A
ESTIMATE TAG, TITLE & FEES ☛	141.85
CE DUE ☛	39051.99
DEPOSIT ☛ CASH	7000.00 N/A
REBATE ☛	500.00
UNPAID BAL. TO FINANCE ☛	31551.99

BALANCE OWED TO
ADDRESS:
PHONE NO.:
TAG NO. Customer is responsible for any additional Tag and Registration e[redacted]
RECEIPT NO. 118219 CASH: CHECK: 6900.00 DATE 3-6-21 BY: [redacted]
RECEIPT NO. CASH: CHECK: DATE: BY:
SPECIAL NOTES

THIS IS AN AGREEMENT TO PURCHASE - NOT A BINDING CONTRACT

In the event you cannot make delivery within thirty days of this date, I understand that my car is subject for reappraisal.
No other agreement, promise, or understanding of any kind pertaining to this purchase will be recognized except a conditional sale contract in writing executed by the undersigned as purchaser thereunder.

THE SELLER, BARTOW FORD CO. HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BARTOW FORD CO. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PRODUCTS.

On a cash transaction this offer is not valid unless signed and accepted by Dealer. On a credit sale additional charges will be made by the Finance Institution. On a credit transaction the purchaser(s) offer is not accepted and the transaction is not consummated until (a) approved in writing by Dealer and a responsible Bank or Finance Company and (b) all disclosures required by the Federal Consumer Credit Protection Act (Truth in Lending Act) have been given and (c) purchaser(s) and Dealer have signed an Installment Sale Contract.

Any controversy or claim arising out of, or relating to this agreement, or a breach thereof, shall be settled by arbitration under the laws of the State of Florida, in accordance with the rules then in force of the American Arbitration Association, and any judgement upon the award rendered may be entered in any court having jurisdiction thereof.

CONTRACTUAL DISCLOSURE STATEMENT: (APPLIES TO USED VEHICLE SALES ONLY)

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

BUYER'S SIGNATURE [redacted] DATE 03/06/2021

ACCEPTED-- --BY [redacted]

EXHIBIT B

(Repair Orders)

INVOICE

(352) 686-8255

CUSTOMER #: [redacted]

[redacted]

INVOICE

FORD SPRING HILL
3335 COMMERCIAL WAY
SPRING HILL, FL 34606
(352) 686-8255

[redacted]

SPRING HILL, FL [redacted]

PAGE 1

HOME:
BUS:
CELL:

Registration Number:

SERVICE ADVISOR: 4783 TODD SCOTT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	21	FORD BRONCO SPORT	[redacted]		13026/13071	T2748

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN21 IS 01JAN21 DD			00:00 30JUN23		199.00	CASH	05JUL23

R.O. OPENED	READY
17:29 29JUN23	13:26 05JUL23

OPTIONS: ENG:1.5_Liter_Dragon

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES VEHICLE STATES ITS IN DEEP SLEEP MODE			
CAUSE: .			
12651D BODY / CHASSIS / ELECTRICAL (BCE) - TEST			
4885 WF			(N/C)
12651D45 BODY/CHASSIS/ELECTRICAL - DIAGNOSTIC PIN			
POINT TEST - L			
4885 WF			(N/C)
MTAP ADDITIONAL PROGRAMMING			
4885 WF			(N/C)
FC: D03 04			
PART#: 3C529			
COUNT:			
CLAIM TYPE:			
AUTH CODE:			
4885			
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A:			0.00
TEST ALL DTC, LIST OF CODES IN ALMOST ALL MODULES, PERFORMED SSM			
51437 TO REPROGRAM PSCM, RETEST, NO CODES, LET SIT FOR 2 DAYS, NO			
MESSAGE DISPLAYED AND NO CODE AT THIS TIME			
**********			
B Moved to: 403996C Line: A			
SRO Moved to: 403996C Line: A			
999ISPLT			(N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B:			0.00
**********			
Moved to: 403996C Line: B			
SRO Moved to: 403996C Line: B			
999ISPLT			(N/C)
RTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C:			0.00
**********			
Moved to: 403996C Line: C			
SRO Moved to: 403996C Line: C			
999ISPLT			(N/C)
SRO Moved to: 403996C Line: C			

DISPOSAL CHARGE: A standard charge for supplies (rags, , etc.) and disposal of hazardous waste (oil, coolant, oil tc.) will appear on each repair order when used in the repair. ount of each charge will be 6% of the total labor charge 5.00 maximum.

rge represents costs and profits to the motor repair facility llaneous shop supplies or waste disposal." [S.559.904(4)] of Florida requires a $1.00 fee to be collected for each old in the state [S.403.718], and a $1.50 fee to be r each new or remanufactured battery sold in the state 5].

CHARGES: No storage charges shall accrue or be due for a period of 3 working days from the date you are the work on your vehicle has been completed. After e daily charge for storage of your vehicle will be

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Parts and labor are guaranteed for 1 year.

CUSTOMER SIGNATURE

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

CUSTOMER #[redacted]

[redacted]

INVOICE

PAGE 2

FORD SPRING HILL
3335 COMMERCIAL WAY
SPRING HILL, FL 34606
(352) 686-8255

[redacted]
SPRING HILL, FL
HOME:
BUS:
CELL:352[redacted]

Registration Number:

SERVICE ADVISOR: 4783 TODD SCOTT

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	21	FORD BRONCO SPORT	[redacted]		13026/13071	T2748

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN21 IS 01JAN21 DD			00:00 30JUN23		199.00	CASH	05JUL23

R.O. OPENED	READY
17:29 29JUN23	13:26 05JUL23

OPTIONS: ENG:1.5_Liter_Dragon

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	999ISPLT						(N/C)
	SRO Moved to: 403996C Line: C						
	999ISPLT						(N/C)
	SRO Moved to: 403996C Line: C						
	999ISPLT						(N/C)

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

****

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#[redacted] ***

B Moved to: 403996C Line: A
C Moved to: 403996C Line: B
D Moved to: 403996C Line: C
BATTERY PASSES, LARGE AMOUNT
OF U CODES IN SYST EM

TE DISPOSAL CHARGE: A standard charge for supplies (rags, ers, etc.) and disposal of hazardous waste (oil, coolant, oil etc.) will appear on each repair order when used in the repair. mount of each charge will be 6% of the total labor charge $35.00 maximum.

charge represents costs and profits to the motor repair facility cellaneous shop supplies or waste disposal." [S.559.904(4)]
te of Florida requires a $1.00 fee to be collected for each e sold in the state [S.403.718], and a $1.50 fee to be d for each new or remanufactured battery sold in the state 7185].

GE CHARGES: No storage charges shall accrue or be due able for a period of 3 working days from the date you are that the work on your vehicle has been completed. After e, the daily charge for storage of your vehicle will be

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Parts and labor are guaranteed for 1 year.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

CUSTOMER COPY

RQ24-014-03 000018 Part 2 Q1

CUSTOMER #: [redacted]

[redacted]

INVOICE

FORD SPRING HILL
3335 COMMERCIAL WAY
SPRING HILL, FL 34606
(352) 686-8255

Registration Number:

SERVICE ADVISOR: 4783 TODD SCOTT

COLOR	YEAR		VIN	LICENSE	MILEAGE IN / OUT	TAG
	21	FORD BRONCO SPORT	[redacted]		16330/16330	T4821

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED		RATE	PAYMENT	INV. DATE
01JAN21 IS 01JAN21 DD			08:42 28MAR24		199.00	VISA	25MAR24

R.O. OPENED	READY
09:22 25MAR24	12:03 25MAR24

OPTIONS: ENG:1.5_Liter_Dragon

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
A CUSTOMER STATES BATTERY DEAD HAS TO JUMP			
CAUSE: FD3BQ 8Q3V3K7			
51 BODY ELECTRICAL		24.95	24.95
4971 CF		-24.95	-24.95
SERV AD COUPON SERVICE		-22.50	-22.50
MIL 10% MILITARY	224.95	224.95	224.95
1 BAGM*48H6*760 BATTERY			
1 BFEE FLORIDA STATE BATTERY DISPOSAL FEE	1.50	1.50	1.50
		TOTAL LINE A:	203.95
PARTS: 224.95 LABOR: 24.95 OTHER: -45.95			
16330 TEST BATTERY, FAILED FD3BQ 8Q3V3K7, REPLACE BATTERY			
**********			
B QCMATW REPORT CARD			
CAUSE: BRAKE & TIRE INSPECTION			
04FOZ99P QCMATW REPORT CARD		0.00	0.00
4971 CF			
00FOZGBK QUALITY CARE BRAKE CHK		0.00	0.00
4971 CF			
00FOZGBATT QUALITY CARE BATTERY INSPECTION		0.00	0.00
4971 CF			
00FOZGTIRE QUALITY CARE TIRE INSPECTION		0.00	0.00
4971 CF			
00FOZMPI REPORT CARD		0.00	0.00
4971 CF		TOTAL LINE B:	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00			
**********			
C** FORD PICKUP AND DELIVERY PROGRAM			
PDEL FORD PICKUP AND DELIVERY PROGRAM		0.00	0.00
999 CF		TOTAL LINE C:	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00			
**********			4.99
CUSTOMER PAY SHOP CHARGE FOR REPAIR ORDER			

ASTE DISPOSAL CHARGE: A standard charge for supplies (rags, aners, etc.) and disposal of hazardous waste (oil, coolant, oil ers, etc.) will appear on each repair order when used in the repair. e amount of each charge will be 6% of the total labor charge h a $35.00 maximum.

is charge represents costs and profits to the motor repair facility miscellaneous shop supplies or waste disposal." [S.559.904(4)] state of Florida requires a $1.00 fee to be collected for each tire sold in the state [S.403.718], and a $1.50 fee to be ected for each new or remanufactured battery sold in the state 403.7185].

RAGE CHARGES: No storage charges shall accrue or be due payable for a period of 3 working days from the date you are ed that the work on your vehicle has been completed. After date, the daily charge for storage of your vehicle will be 0.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Parts and labor are guaranteed for 1 year.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	24.95
PARTS AMOUNT	224.95
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	-40.96
TOTAL CHARGES	208.94
DISCOUNT	0.00
SALES TAX	13.26
PLEASE PAY THIS AMOUNT	222.20

CUSTOMER COPY

RO224.014.03 000019 Part 2 Of 1

[redacted]

CUSTOMER #: [redacted]

INVOICE

PAGE 1

FORD SPRING HILL
3335 COMMERCIAL WAY
SPRING HILL, FL 34606
(352) 686-8255

[redacted]

Registration Number:

SERVICE ADVISOR: 4956 SARA E KENNY

BUS:			VIN	LICENSE	MILEAGE IN / OUT	TAG
			[redacted]		19696/19696	T1975

COLOR	YEAR	MAKE/MODEL		RATE	PAYMENT	INV. DATE
	21	FORD BRONCO SPORT		199.00	CASH	11JUL24

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED
01JAN21 IS			13:24 16JUL24
01JAN21 DD			

R.O. OPENED	READY
12:25 03JUL24	11:53 11JUL24

OPTIONS: ENG:1.5_Liter_Dragon

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL

A Moved to: 415433C Line: A
SRO Moved to: 415433C Line: A (N/C)
999ISPLT
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00
****

B Moved to: 415433C Line: B
SRO Moved to: 415433C Line: B (N/C)
999ISPLT
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00
****

C RECALL 24S24 BODY CONTROL MODULE AND POWERTRAIN CONTROL MODULE CALIBRATION UPDATES REPAIR PERFORMED DURING 2024 CDK OUTAGE
CAUSE: FSA
24S24B 24S24
4966 WF
FC: PART#: COUNT:
CLAIM TYPE: 24S24
AUTH CODE:
4966 (N/C)
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00
19696 BODY CONTROL MODULE AND POWERTRAIN CONTROL MODULE CALIBRATION UPDATES REPAIR PERFORMED DURING 2024 CDK OUTAGE
****

D Moved to: 415433C Line: C
SRO Moved to: 415433C Line: C (N/C)
999ISPLT
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00
****

E Moved to: 415433C Line: D
SRO Moved to: 415433C Line: D (N/C)
999ISPLT
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00
****

*** THE FOLLOWING WORK NOT DONE-TRANSFERRED TO RO#415433C ***

WASTE DISPOSAL CHARGE: A standard charge for supplies (rags, cleaners, etc.) and disposal of hazardous waste (oil, coolant, oil filters, etc.) will appear on each repair order when used in the repair. The amount of each charge will be 6% of the total labor charge with a $35.00 maximum.

"This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal." [S.559.904(4)] The state of Florida requires a $1.00 fee to be collected for each new tire sold in the state [S.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [S. 403.7185].

STORAGE CHARGES: No storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $30.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Parts and labor are guaranteed for 1 year.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

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

CUSTOMER #: [redacted]

CUSTOMER #: [redacted]

[redacted]

INVOICE

FORD SPRING HILL
3335 COMMERCIAL WAY
SPRING HILL, FL 34606
(352) 686-8255

Registration Number:

SERVICE ADVISOR: 4956 SARA E KENNY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	21	FORD BRONCO SPORT	[redacted]		19696/19696	T1975

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN21 IS 01JAN21 DD			13:24 16JUL24		199.00	CASH	11JUL24

R.O. OPENED	READY
12:25 03JUL24	11:53 11JUL24

OPTIONS: ENG:1.5_Liter_Dragon

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	Moved to: 415433C Line: A						
B	Moved to: 415433C Line: B						
D	Moved to: 415433C Line: C						
E	Moved to: 415433C Line: D						

WASTE DISPOSAL CHARGE: A standard charge for supplies (rags, cleaners, etc.) and disposal of hazardous waste (oil, coolant, oil filters, etc.) will appear on each repair order when used in the repair. The amount of each charge will be 6% of the total labor charge with a $35.00 maximum.

"This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal." [S.559.904(4)] The state of Florida requires a $1.00 fee to be collected for each new tire sold in the state [S.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [S. 403.7185].

STORAGE CHARGES: No storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $30.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Parts and labor are guaranteed for 1 year.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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CUSTOMER COPY

40 / 5 B# 70309

CUSTOMER #: [redacted]

[redacted]

[redacted]

FORD SPRING HILL
3335 COMMERCIAL WAY
SPRING HILL, FL 34606
(352) 686-8255

INVOICE

Registration Number:

SERVICE ADVISOR: 4956 SARA E KENNY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	21	FORD BRONCO SPORT	[redacted]		20141/20141	T0502

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN21 IS 01JAN21 DD			16:00 17JUL24		199.00	CASH	26JUL24

R.O. OPENED	READY	OPTIONS: ENG:1.5_Liter_Dragon
10:13 15JUL24	14:42 26JUL24	

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL

A CUSTOMER STATES CHECK ENGINE, WRENCH, TRACTION LIGHTS ALL CAME ON, WARNING FOR FRONT COLLISION UNAVAILABLE, TURN VEHICLE OFF AND LIGHTS AND WARNING WENT AWAY, CHECK AND ADVISE

CAUSE: .

50 ENGINE ELECTRICAL (N/C)

4953 ISP

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

20141 CHECK VEHICLE AND FDRS HOOKUP. RETRIEVE CMDTC'S- CODES U0140/146/155/023 IN SCCM, CODES U0123/121/131/140/155 IN IPMA, RETEST- RETEST MODULES- DIFFERENT MODULES RESPOND EACH TIME. REFER TO SSM 51437 AND ATTEMPT PSCM UPDATE- ALREADY UPDATED, RETEST NETWORK- DROPPING HSCAN2 NETWORK. ATTEMPT REPROGRAM ON IPMA AND SCCM- SAME RESULTS- UPDATE GWM- CLEAR CODES- ROAD TEST AND RETEST- ALL PASS. SUSPECT GATEWAY MODULE HAD SOFTWARE ISSUE.

****

B QCMATW REPORT CARD

CAUSE: BRAKE & TIRE INSPECTION

04FOZ99P QCMATW REPORT CARD (N/C)

4953 ISP

00FOZGBK QUALITY CARE BRAKE CHK (N/C)

4953 ISP

00FOZGBATT QUALITY CARE BATTERY INSPECTION (N/C)

4953 ISP

00FOZYTIRE WILL NEED TIRES IN FUTURE (N/C)

4953 ISP

00FOZMPI REPORT CARD (N/C)

4953 IUL

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

20141 MPI

****

C** FORD PICKUP AND DELIVERY PROGRAM

PDEL FORD PICKUP AND DELIVERY PROGRAM (N/C)

999 ISP

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00

WASTE DISPOSAL CHARGE: A standard charge for supplies (rags, cleaners, etc.) and disposal of hazardous waste (oil, coolant, oil filters, etc.) will appear on each repair order when used in the repair. The amount of each charge will be 6% of the total labor charge with a $35.00 maximum.

"This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal." [S.559.904(4)]

The state of Florida requires a $1.00 fee to be collected for each new tire sold in the state [S.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [S. 403.7185].

STORAGE CHARGES: No storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $30.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Parts and labor are guaranteed for 1 year.

CUSTOMER SIGNATURE

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

CUSTOMER COPY

CUSTOMER #: [redacted]

[redacted]

SPRING HILL, FL [redacted]
HOME: CONT: [redacted]
BUS: CELL:

INVOICE

PAGE 2

FORD SPRING HILL
3335 COMMERCIAL WAY
SPRING HILL, FL 34606
(352) 686-8255

Registration Number:

SERVICE ADVISOR: 4956 SARA E KENNY

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	21	FORD BRONCO SPORT	[redacted]		20141/20141	T0502

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN21 IS 01JAN21 DD			16:00 17JUL24		199.00	CASH	26JUL24

R.O. OPENED	READY
10:13 15JUL24	14:42 26JUL24

OPTIONS: ENG:1.5_Liter_Dragon

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
7/23: VEHICLE COMPLETE, WARRANTY DAVID							

WASTE DISPOSAL CHARGE: A standard charge for supplies (rags, cleaners, etc.) and disposal of hazardous waste (oil, coolant, oil filters, etc.) will appear on each repair order when used in the repair. The amount of each charge will be 6% of the total labor charge with a $35.00 maximum.

"This charge represents costs and profits to the motor repair facility for miscellaneous shop supplies or waste disposal." [S.559.904(4)] The state of Florida requires a $1.00 fee to be collected for each new tire sold in the state [S.403.718], and a $1.50 fee to be collected for each new or remanufactured battery sold in the state [S. 403.7185].

STORAGE CHARGES: No storage charges shall accrue or be due and payable for a period of 3 working days from the date you are notified that the work on your vehicle has been completed. After that date, the daily charge for storage of your vehicle will be $30.00.

LIMITED WARRANTY: The only warranties applying to the part(s) installed in accordance with this estimate are those that may be offered by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of products or service sold under the terms of this estimate. Seller does not guarantee that the work performed in accordance with this estimate will correct any problem specified on the description of the complaint. Parts and labor are guaranteed for 1 year.

CUSTOMER SIGNATURE

DESCRIPTION	TOTALS
LABOR AMOUNT	0.00
PARTS AMOUNT	0.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES	0.00
TOTAL CHARGES	0.00
DISCOUNT	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	0.00

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CUSTOMER COPY

EXHIBIT C

(Registration)

FLORIDA VEHICLE REGISTRATION

CO/AGY 40 / 5

T# [redacted]
B# [redacted]

PLATE [redacted] DECAL [redacted]4 Expires **Midnight Fri 6/13/2025**

YR/MK **2021/FORD** BODY **UT**
VIN [redacted]
Plate Type **DVR** NET WT **3353**

DL/FEID [redacted]
Date Issued **6/4/2024** Plate Issued **6/9/2022**

COLOR **BLK**
TITLE [redacted]

2ND DL# [redacted]

Reg. Tax	33.10	Class Code	1
Init. Reg.		Tax Months	12
County Fee	3.00	Back Tax Mos	0
Mail Fee	0.90	Credit Class	
Sales Tax		Credit Months	0
Voluntary Fees			
Grand Total	37.00		

[redacted]

SPRING HILL, FL [redacted]

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

DVR - DISABLED VETERAN

*** HANDICAP PLATE ELIGIBLE**

[redacted]

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DESIGNATION FORM

Place of Accident, Incident, or Transaction: N/A

RELATED CASE IF ANY: Case Number: _____ Judge: _____

1. Does this case involve property included in an earlier numbered suit? Yes ☐
2. Does this case involve a transaction or occurrence which was the subject of an earlier numbered suit? Yes ☐
3. Does this case involve the validity or infringement of a patent which was the subject of an earlier numbered suit? Yes ☐
4. Is this case a second or successive habeas corpus petition, social security appeal, or pro se case filed by the same individual? Yes ☐
5. Is this case related to an earlier numbered suit even though none of the above categories apply? If yes, attach an explanation. Yes ☐

I certify that, to the best of my knowledge and belief, the within case ☐ is / ☒ **is not** related to any pending or previously terminated action in this court.

Civil Litigation Categories

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. Cases Seeking Systemic Relief ***see certification below***
- ☐ 16. All Other Federal Question Cases. *(Please specify)*: _____

B. Diversity Jurisdiction Cases:

- ☐ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury (*Please specify*): _____
- ☐ 7. Products Liability
- ☒ 8. All Other Diversity Cases: *(Please specify)_Products Liabilty*_____

I certify that, to the best of my knowledge and belief, that the remedy sought in this case ☐ **does** / ☒ **does not** have implications beyond the parties before the court and ☐ **does** / ☒ **does not** seek to bar or mandate statewide or nationwide enforcement of a state or federal law including a rule, regulation, policy, or order of the executive branch or a state or federal agency, whether by declaratory judgment and/or any form of injunctive relief.

ARBITRATION CERTIFICATION (CHECK ONLY ONE BOX BELOW)

I certify that, to the best of my knowledge and belief:

☒ Pursuant to Local Civil Rule 53.2(3), this case is not eligible for arbitration either because (1) it seeks relief other than money damages; (2) the money damages sought are in excess of $150,000 exclusive of interest and costs; (3) it is a social security case, includes a prisoner as a party, or alleges a violation of a right secured by the U.S. Constitution, or (4) jurisdiction is based in whole or in part on 28 U.S.C. § 1343.

☐ None of the restrictions in Local Civil Rule 53.2 apply and this case is eligible for arbitration.

NOTE: A trial de novo will be by jury only if there has been compliance with F.R.C.P. 38.

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

UNITED STATES DISTRICT COURT

for the

Eastern District of Pennsylvania

[redacted] OTHERS SIMILARLY SITUATED
Plaintiff(s)

v.

FORD MOTOR COMPANY;CAMEL GROUP (USA) BATTERY, INC. AND RELATED CORPORATE ENTITIES
Defendant(s)

Civil Action No. [redacted]

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

Ford Motor Company
One American Road
Dearborn, Michigan, 48126.

A lawsuit has been filed against you.

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

STUART A. CARPEY
Carpey Law, P.C.
600 W. Germantown Pike
Suite 400
Plymouth Meeting, PA 19462

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

Date: 2/5/2025

UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA
George Wylesol, Clerk of Court
U.S. District Court, Eastern District of PA

CLERK OF COURT

[redacted]
Signature of Clerk or Deputy Clerk

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

Civil Action No. [redacted]

PROOF OF SERVICE

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

This summons for *(name of individual and title, if any)* _____

was received by me on *(date)* _____ .

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

_____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____

_____ , a person of suitable age and discretion who resides there,

on *(date)* _____ , and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____ , who is

designated by law to accept service of process on behalf of *(name of organization)* _____

_____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify):* _____

_____ .

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

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

Date: _____

_____

Server's signature

_____

Printed name and title

_____

Server's address

Additional information regarding attempted service, etc:

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

[redacted] others similarly situated, Plaintiff, vs. FORD MOTOR COMPANY & CAMEL GROUP (USA) BATTERY, INC. and related corporate entities Defendant.	**Civil Action No.** **CLASS ACTION COMPLAINT** **JURY TRIAL DEMANDED**

Plaintiff [redacted] ("Plaintiff"), individually and on behalf of all others similarly situated, respectfully submits the following Class Action Complaint against Defendants Ford Motor Company ("Ford") and the collective Camel Group (USA) Battery, Inc., entities ("Camel Battery" or "Camel Group"). Plaintiff makes the following allegations, except as to allegations specifically pertaining to Plaintiff, upon information and belief based on, among other things, the investigation of counsel, and review of public documents.

PRELIMINARY STATEMENT

1. Vehicle manufacturers have certain basic rules and procedures that must be followed. When a vehicle manufacturer sells a vehicle, it has a duty to ensure that the vehicle functions properly and safely for its advertised use and is free from defects. When a vehicle manufacturer discovers a defect, it must explicitly disclose the defect and make it right or cease selling the vehicle. When a vehicle manufacturer provides a warranty, it must stand by that warranty. This case arises from both Defendants breach of its duties and rules.

RQ24-014-03 000030 Part 2 Q1

2. Battery manufacturers have certain basic rules and procedures that must be followed. When a battery manufacturer sells a battery, it has a duty to ensure that the battery functions properly and safely for its advertised use and is free from defects. When a battery manufacturer discovers a defect, it must explicitly disclose the defect, make it right, and cease selling the product. When a battery manufacturer provides a warranty, it must stand by such warranty. This case arises from both Defendants' breach of their duties and rules.

3. Plaintiff brings this action on behalf of himself and all similarly situated persons who purchased: 1) 2021-2023 Ford Bronco Sport; or 2) 2022-2023 Ford Maverick ("Class Vehicles") equipped with a 12-volt battery powered by Camel Group Battery ("Class Batteries")

4. This action is brought to remedy various violations of law in connection with Defendants' manufacturing, marketing, advertising, selling, warranting, and servicing of the Class Vehicles and Class Batteries.

5. The Class Vehicles have malfunctions regarding their batteries (a.k.a. "Class Batteries). Specifically, the defective 12-volt batteries (manufactured by Camel Group Battery of China), have an internal weld and cast-on-strap (COS) susceptible to failure which could cause sudden power loss and stalling.

6. In late January 2025, Ford recalled nearly 273,000 of the above referenced Class Vehicles ("Recall") with anticipated Notifications to consumers to be perfected in February 2025. The Recall is based upon defective Class Batteries installed into the Ford Bronco Sport and Ford Maverick for the dates specified above.

7. The allegations herein are based on personal knowledge as to Plaintiff's own experience and are made as to other matters based on an investigation by counsel, including analysis of publicly available information.

RQ24-014-03 000031 Part 2 Q1

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action under the Class Action Fairness Act, the relevant portion of which is codified at 28 U.S.C. §1332(d). The aggregated claims of the individual Class members exceed the sum or value of $5,000,000, exclusive of interests and costs, and this is a class action in which more than two-thirds of the proposed plaintiff class, on the one hand, and Defendant, on the other, are citizens of different states.

9. Ford sells vehicles internationally, throughout the United States and within this judicial district. This Court has personal jurisdiction over the Defendant because the Defendant has also purposefully availed itself of the laws, rights, and benefits of the State of Pennsylvania. *See:* Mallory v. Norfolk Southern Railway Co., 143 S.Ct. 2028, 600 U.S.122, 216 L.Ed. 815 (2023).

10. Camel Group Battery is an international distributor of batteries placing their products into the stream of commerce throughout the United States. Defendant's publicly listed headquarters and principal place of business are located in Ann Arbor, Michigan. As discussed more fully below, multiple subsidiary companies that comprise the "Camel Group" have registered agents and/or directors and officers with formal corporate address located within the United States. This Court has personal jurisdiction over the Defendant because the Defendant has also purposefully availed itself of the laws, rights, and benefits of the State of Pennsylvania. *See:* Mallory v. Norfolk Southern Railway Co., 143 S.Ct. 2028, 600 U.S.122, 216 L.Ed. 815 (2023).

11. Venue is proper in this District under 28 U.S.C. §1391 because a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this District. Ford Motor Company sells and distributes their vehicles throughout the United States and within this District.

Camel is an intentional business with American headquarters and provides its batteries to Ford Motor Company for automobiles sold within the United States and within this District.

PARTIES

12. [redacted] is a citizen of the State of Wisconsin and resides in Janesville, Wisconsin. Janesville is located within Rock County, Wisconsin.

13. Ford Motor Company is a corporation organized and in existence under the laws of the State of Delaware with its principal place of business in Dearborn, Michigan. Defendant's corporate headquarters are located at One American Road, Dearborn, Michigan, 48126.

14. Ford Motor Company designs, manufactures, markets, distributes, services, repairs, sells, and leases vehicles, including the Class Vehicles, nationwide. Ford Motor Company is the warrantor and distributor of the Class Vehicles in the United States.

15. Ford Motor Company through various entities, markets, distributes, warrants, and sells Ford automobiles and parts for those automobiles, including the Class Vehicles, in multiple locations across the United States.

16. The Camel Group is an international corporation with various related subsidiaries organized and in existence under the laws of the State of Michigan with its principal place of business in Arbor, Michigan. Defendant's corporate headquarters are located at 4355 Varsity Drive, Ann Arbor MI 48108.[1]

17. Camel Energy Holdings, LLC is part of the "Camel Group" which was organized as a Michigan Corporation in 2016. This entity's registered agent is Mark V. Huesel listing 350

[1] [redacted]

S. Main Street, Suite 300 Ann Arbor, MI 48104 as his address. The entity lists 4355 Varsity Drive, Ann Arbor, MI 48108 as its Registered Office Mailing Address in corporate filings.[2]

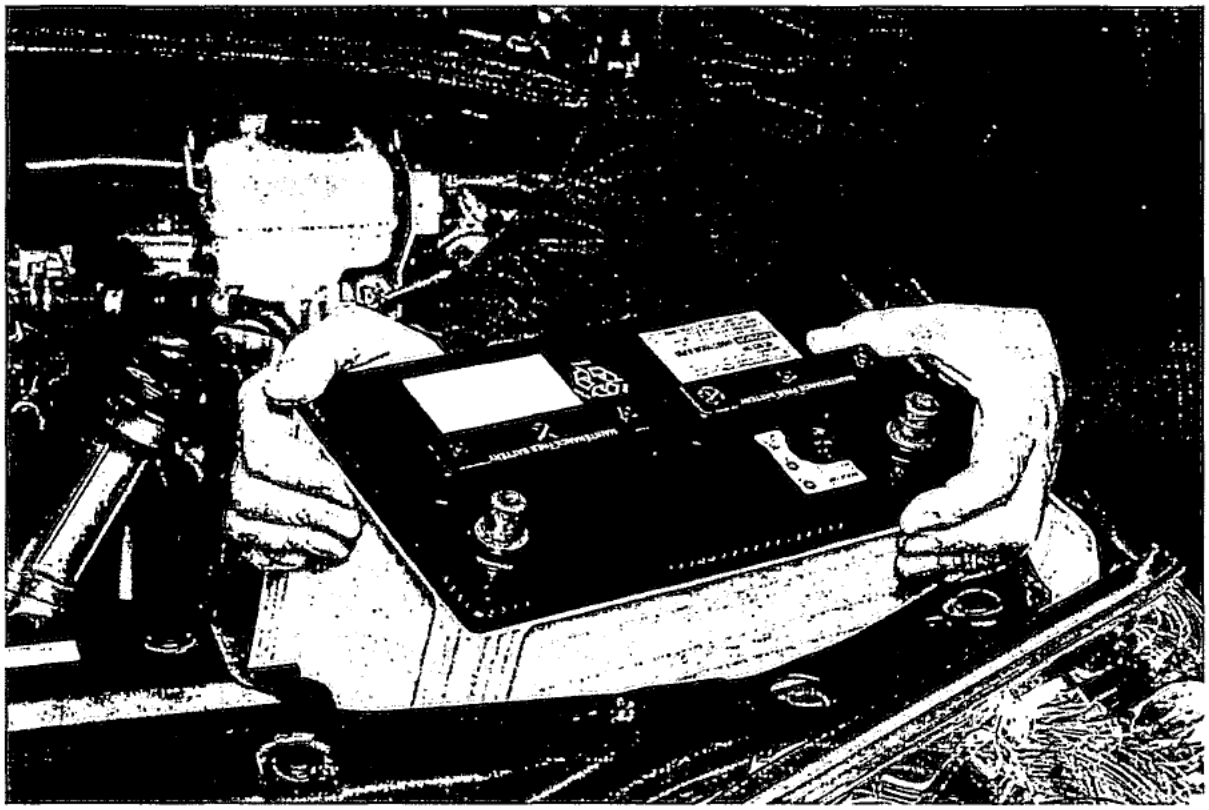
18. Camel Energy Manufacturing, LLC is part of the "Camel Group" which was organized as a Michigan Corporation in 2022. This entity's registered agent is Mark V. Huesel listing 350 S. Main Street, Suite 300 Ann Arbor, MI 48104 as his address. The entity lists the same address as its Registered Office Mailing Address in corporate filings.[3]

19. Camel Group (USA) Battery, Inc. is part of the "Camel Group" which was organized as a Michigan Corporation in 2015. This entity's registered agent is Mark V. Huesel listing 350 S. Main Street, Suite 300 Ann Arbor, MI 48104 as his address. The entity does not list its Registered Office Mailing Address in corporate filings.[4]

20. Camel designs, manufactures, markets, distributes, services, repairs, and sells, batteries, for use in various automotive products including the Class Vehicles, nationwide. Camel is the warrantor and distributor of the 12-volt batteries installed within the Class Vehicles sold in the United States.

---

2 [redacted]



FACTUAL ALLEGATIONS

21. In 2024, Plaintiff purchased a Ford Bronco Sport from Gordie Boucher Ford/ Lincoln Dealership of Janesville, Wisconsin.

22. Based on Ford's active and persistent promotions touting the quality of its vehicles and his admiration of Ford vehicles, Plaintiff considered Ford a quality company with a strong reputation for producing reliable vehicles.

23. In addition to Ford's reputation through its marketing and promotion, Plaintiff decided on the Ford Bronco because he believed it was a high-quality vehicle after a salesman convinced him that the vehicle was highly reliable.

24. Plaintiff recalls asking the salesperson whether the vehicle was subjected to any "recalls" and was told that it was not.

25. The battery has failed on Plaintiff numerous times causing him to replace the battery after approximately 34,000 miles of driving the Ford Bronco.

26. At one point, the battery failures became so prominent that Plaintiff had to disengage the "start/stop" feature of the vehicle for fear that it would stall or stop and not restart while in traffic.

27. Plaintiff advises the need of having to purchase and carry a "battery booster" for fear of the battery's failure.

28. Plaintiff has never been informed of any recalls or defects related to his vehicle's battery by anyone affiliated with Ford and has heard of the battery defects on social media and in the news.

29. From 2021-2023, if not earlier, Camel has designed, manufactured, distributed, sold, the recalled 12-volt batteries that Ford installed into the Class Vehicles. Defendant Ford has sold, directly or indirectly, through dealers and other retail outlets, nearly 273,000 Class Vehicles nationwide.

30. The result of Defendants' recall, which includes a free fix and repair clause, will cost Plaintiff hours of his time.

31. Assuming that the Recall was effective and offered a true fix, Plaintiff is still burdened with a vehicle that has been devalued by Defendant's actions because the value of a car with a known history of a faulty design is worth less than a car with properly working battery system or at least a history of a working battery system with no critical issues.

32. Given the above, there is a cognizable risk inherent within this Recall. Unless Defendants are to issue a more comprehensive recall to truly fix the root cause of the Defect, it is foreseeable, and should be expected, that the Class Vehicles' battery systems will fail once again.

RQ24-014-03 000036 Part 2 Q1

Defendants' Recall is no more than an ineffective waste of time as there is no true fix for the Defect.

33. In all, Defendants' Recall leaves more questions than answers regarding the Class Vehicles' safety and as such results in a diminution in value for the vehicles in question.

34. In addition to the amount of time spent in repair, Plaintiff, like every other Class Member, must spend time and money to transport himself and his defective Class Vehicle to a Ford certified mechanic.

35. In all, Defendants' Recall amounts to tens of thousands of hours and dollars needlessly taken from Plaintiff and other Class Vehicle owners.

APPLICABLE WARRANTIES

36. Ford sold the Class Vehicles with written express warranties.

37. Camel sold its 12-volt battery (Class Battery) with express warranties.

38. For the Class Vehicles, Ford offered a written express basic warranty covering the Class Vehicles.

39. Ford provides these warranties to buyers after the purchase of the Class Vehicles is completed; buyers have no pre-sale knowledge or ability to bargain as to the terms of the warranties.

40. Camel Battery offers express warranties for its batteries based upon a duration of time or an amount of use as defined in terms of mileage. Consumers purchasing vehicles equipped with Camel Battery's defective battery have no pre-sale knowledge or ability to bargain as to the term of the warranties.

RQ24-014-03 000037 Part 2 Q1

41. However, Class members complained to dealers about the Battery Defect but did not receive an adequate repair, breaching the express and implied warranties provided by Ford and Camel Battery.

FRAUDULENT OMISSION/CONCEALMENT ALLEGATIONS

42. Absent discovery, Plaintiff is unaware of, and unable through reasonable investigation to obtain, the true names and identities of those individuals at Ford and Camel responsible for making false and misleading statements regarding the Class Vehicles and Class Batteries. Collectively, Ford and Camel Battery are in possession of all of this information. Plaintiff's claims arise out of Defendants' fraudulent omission/concealment of the Battery Defect, despite their representations about the quality, safety, and comfort of the Class Vehicles.

43. Plaintiff alleges that at all relevant times, including specifically at the time he and Class members purchased their Class Vehicle, Defendants knew, or were reckless in not knowing, of the Battery Defect; Defendants had a duty to disclose the Battery Defect based upon their exclusive knowledge; and Defendants never disclosed the Battery Defect to Plaintiff or the public at any time or place in any manner other than a halfhearted, inadequate recall.

44. Plaintiff makes the following specific concealment/omission-based allegations with as much specificity as possible absent access to the information necessarily available only to Defendant:

a. **Who:** Defendants actively concealed and omitted the Battery Defect from Plaintiff and Class members while simultaneously touting the safety and dependability of the Class Vehicles, as alleged herein. Plaintiff is unaware of, and therefore unable to identify, the true names and identities of those specific individuals as Defendants are responsible for such decisions.

RQ24-014-03 000038 Part 2 Q1

b. **What:** Defendants knew, or were reckless or negligent in not knowing, that the Class Vehicles contain the Battery Defect, as alleged herein. Defendants concealed and omitted the Battery Defect while making representations about the safety, dependability, and other attributes of the Class Vehicles, as alleged herein.

c. **When:** Defendants concealed and omitted material information regarding the Battery Defect at all times while making representations about the safety and dependability of the Class Vehicles and Class Batteries on an ongoing basis, and continuing to this day, as alleged herein. Defendants still have not disclosed the truth about the full scope of the Battery in the Class Vehicles to anyone outside of their respective entities. Defendants have never taken any action to inform consumers about the true nature of the Battery Defect in Class Vehicles.

d. **Where:** Defendants concealed and omitted material information regarding the true nature of the Battery Defect in every communication they had with Plaintiff and Class members and made representations about the quality, safety, and comfort of the Class Vehicles. Plaintiff is aware of no document, communication, or other place or thing, in which Defendants disclosed the truth about the full scope of the Battery Defect in the Class Vehicles to anyone outside of their respective entities. Such information is not adequately disclosed in any sales documents, displays, advertisements, warranties, owner's manuals, or on Defendants' websites. There are channels through which Defendants could have disclosed the Battery Defect, including but not limited to, (1) point of sale communications; (2) the owner's manual; and/or (3) direct communication to Class members through means such as state vehicle registry lists.

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e. **How:** Defendants concealed and omitted the Battery Defect from Plaintiff and Class members and made representations about the quality, safety, dependability, and comfort of the Class Vehicles. Defendants actively concealed and omitted the truth about the existence, scope, and nature of the Battery Defect from Plaintiff and Class members at all times, even though they knew about the Battery Defect and knew that information about the Battery Defect would be important to a reasonable consumer, and Ford promised in its marketing materials that Class Vehicles have qualities that they do not have.

f. **Why:** Ford actively concealed and omitted material information about the Battery Defect in the Class Vehicles for the purpose of inducing Plaintiff and Class members to purchase Class Vehicles and made representations about the quality, safety, durability, and comfort of the Class Vehicles.

Had Defendants disclosed the truth about the Battery, Plaintiff and Class members (all reasonable consumers) would have been aware of it and would not have bought or leased the Class Vehicles or would not have paid as much for them.

CLASS ACTION ALLEGATIONS

45. Plaintiff brings this action on behalf of himself and as a class action, pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or 23(b)(3). Specifically, the class (Class Members) are defined as follows:

> **All persons in the United States who purchased a 2021-2023 Ford Bronco Sport or a 2022-2023 Ford Maverick equipped with a 12 volt battery having an internal weld and cast-on-strap that was manufactured by Camel Battery Group.**

46. Plaintiff qualifies as a member of each of the proposed classes in the preceding paragraphs.

47. Excluded from each of the putative classes are any person who falls within the definitions if the person is (i) an employee or independent contractor of Defendants; (ii) a relative of an employee or independent contractor of Defendants; (iii) an employee of the Court where this action is pending.

48. The proposed class definitions in ¶ 45 as limited by ¶ 47 may be amended or modified from time to time.

49. The members of Class are capable of being described without difficult managerial or administrative problems. The members of the putative classes are also readily identifiable from the information and records in the possession or control of Defendants or its affiliates and agents and from public records.

50. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

51. The Proposed Classes are so numerous that the joinder of all members is impracticable.

52. This action has been brought and may be properly maintained on behalf of the classes proposed herein under Federal Rule of Civil Procedure 23.

53. **Numerosity: Fed. R. Civ. P. 23(a)(1)** Upon information and belief, the Class is so numerous that the joinder of all members is impracticable. While the exact number and identities of individual members of the Class are unknown at this time, such information is in the sole possession of Defendants and obtainable by Plaintiff only through the discovery process. Members of the Class may be notified of the pendency of this action by recognized, Court-approved notice

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dissemination methods, which may include U.S. Mail, Electronic Mail, internet postings, social media, and/or published notice.

54. **Typicality: Fed. R. Civ. P. 23(a)(3)** Plaintiff's claims are typical of the claims of the Class because Plaintiff purchased a Class Vehicle that contained the same Fuel Pump Defect found in all other Class Vehicles.

55. **Adequacy: Fed. R. Civ. P. 23(a)(4)** Plaintiff is an adequate class representative because his interests do not conflict with the interests of the Class that he seeks to represent. Plaintiff has retained counsel competent and highly experienced in complex and class action litigation, and he intends to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiff and his counsel.

56. **Predominance and Superiority: Fed. R. Civ. P. 23(b)(3)** A class action is superior to all other available means for the fair and efficient adjudication of the claims of Plaintiff and Class Members, and questions of law and fact common to all Class Members predominate over questions affecting only individual class members. Class Members can be readily identified and notified based on, inter alia, Defendant's business records or other sources.

57. **Common Questions of Fact and Law: Fed. R. Civ. P. 23(b)(4)** Common Questions of law and fact exist as to all members of the Class. These questions predominate over the questions affecting individual Class Members. These common legal and factual questions include, but are not limited to:

a. Whether Class Vehicles contain the alleged Battery Defect;

b. Whether the Battery Defect would be considered material by a reasonable consumer;

c. Whether the Battery Defect would constitute an unreasonable safety risk;

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d. Whether Defendants had a duty to disclose the Battery Defect to Plaintiff and other Class Members;

e. Whether Defendants knew or reasonably should have known of the Battery Defect before Ford sold Class Vehicles to Plaintiff and Class Members;

f. Whether the Battery Defect has diminished the value of the Class Vehicles;

g. Whether the Camel Battery manufactured the defective battery;

h. Whether Defendants should be declared financially responsible for notifying all Class Members of the problems with the Class Vehicles/Class Batteries and for the costs and expenses of repairing, replacing, or otherwise remedying the Battery Defect;

i. Whether Defendants are obligated to inform Class Members of their right to seek reimbursement for having paid to diagnose, repair, or replace their defective batteries;

j. Whether Defendants breached the implied warranty of merchantability pursuant to state law and/or the UCC;

k. Whether Defendants breached its express warranties under state law and/or the UCC

l. Whether Defendants are liable for fraudulent omission;

m. Whether Defendants were unjustly enriched;

n. Whether Plaintiff and the other Class Members are entitled to damages and other monetary relief.

CAUSES OF ACTION

COUNT I
BREACH OF EXPRESS WARRANTY

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58. Plaintiff incorporates paragraphs 1-57 as if fully set forth herein.

59. Plaintiff brings this count on behalf of himself and the Class.

60. Defendants are merchants with respect to the Class Vehicles.

61. In its written express warranties, Ford expressly warranted that it would repair or replace defective parts free of charge if the defects became apparent during the warranty period.

62. Ford's express written warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased their Class Vehicles equipped with the defective Batteries.

63. Ford breached the express warranty to repair defects in materials and workmanship within the Class Vehicles.

64. Plaintiff believes that Ford was provided notice of the Battery Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

65. Furthermore, the express written warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because Ford has failed to adequately provide the promised remedies within a reasonable time.

66. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies allowable by law.

67. Also, and as alleged in more detail herein, at the time that Ford warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material facts regarding its Class Vehicles.

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Plaintiff and the other Class members were, therefore, induced to purchase or lease the Class Vehicles under false pretenses.

68. Plaintiff believes that Camel Battery warrants the reliability of its batteries for either a duration of a specified time period or its use during a specified mileage driven by the vehicles in which the batteries are installed.

69. The defective design of the batteries rendered the batteries useless when utilized as intended and contrary to their expressed warranties.

70. As a direct and proximate result of the Defendants' breach of their express warranties Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT II
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

71. Plaintiff incorporates Paragraphs 1-57 as if fully set forth herein.

72. Plaintiff brings this count on behalf of himself and the Class.

73. Defendants are merchants and was at all relevant times involved in the distributing, warranting, and/or selling of the Class Vehicles.

74. The Class Vehicles are "goods" under the relevant laws, and Defendants knew or had reason to know of the specific use for which the Class Vehicles, as goods, were purchased.

75. Camel Battery's 12-volt batteries installed on Class Vehicles are "goods" under the relevant laws, and Defendant knew or had reason to know of the specific use for which the Class Vehicles, as goods, were purchased.

76. Ford entered into agreements with consumers to sell the Class Vehicles to be used by Plaintiff and Class Members for personal use.

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77. The implied warranty of merchantability included with the sale of each Class Vehicle means that Ford guaranteed that the Class Vehicles would be fit for the ordinary purposes for which cars are used and sold and were not otherwise injurious to consumers. The implied warranty of merchantability is a critical part of the basis for the benefit of the bargain between Defendants, Plaintiff, and the Class Members.

78. The implied warranty of merchantability included with the installation of the 12-volt car battery means that Camel Battery guaranteed that its batteries would be fit for the ordinary purposes for which car batteries are used and were not otherwise injurious to consumers. The implied warranty of merchantability is a critical part of the basis for the benefit of the bargain between Defendants, Plaintiff, and the Class Members.

79. Defendants breached the implied warranty of merchantability because the Class Vehicles are not fit for their ordinary purpose of providing reasonably reliable and safe transportation. After all, Defendants did not indicate that the Class Vehicles would contain the Battery Defect.

80. Given that Plaintiff and Class Members are unable to safely drive the Class Vehicles without risk of crashing—neither the Class Vehicles or Class Batteries are fit for their particular purpose of legal and safe transportation and usage.

81. Defendants' warranties expressly apply to the purchaser of the Class Vehicles equipped with Class Batteries, creating privity between Defendants and Plaintiff and Class Members.

82. Privity is not required because Plaintiff and Class Members are the intended beneficiaries of Defendants' warranties and sales. Defendants' warranties were designed for and intended to benefit the consumer only, including Plaintiff and Class Members.

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83. Defendants had been provided sufficient notice of its breaches of implied warranties associated with the Class Vehicles and Class Batteries. Defendants were put on actual notice of its breach through their review of consumer complaints as well as Ford's own recall.

84. Had Plaintiff, Class Members, and the consuming public known that the Class Vehicles would not be provided with properly functioning batteries they would not have purchased the Class Vehicles or would have paid less for them.

85. As a direct and proximate result of the foregoing, Plaintiff and the Class suffered and continue to suffer financial damage and injury, and are entitled to all damages, in addition to costs, interest, and fees, including attorneys' fees, as allowed by law.

86. Plaintiff suffered injury in that he purchased a Vehicle that is worthless. For all intents and purposes, Plaintiff's vehicle is now an unsafe vehicle with a notoriously defective Battery

87. Plaintiff also suffered economic loss in reference to the value of his vehicle. As a result of Ford's Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff intends to sell his Vehicle, the reputation of being a faulty vehicle will harm the resale value and place Plaintiff in a much worse bargaining position compared to if Defendants had properly manufactured, designed, produced, distributed, and advertised Class Vehicles with functioning Class Batteries.

88. Plaintiff has suffered damages in that Plaintiff has been inconvenienced by Ford's Recall and accompanying required repairs. As discussed above, Plaintiff will spend hours upon hours tending to Ford's recall. The Battery Defect prevented the Class Vehicles from being roadworthy and reliable. But for this defect, Plaintiff would not have had to spend hours upon hours of his life tending to this Recall.

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COUNT III
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
(15 U.S.C. § 2301 *ET SEQ.*)

89. Plaintiff incorporates paragraphs 1-53 as if fully set forth herein.

90. Plaintiff brings this Count individually and on behalf of the Class.

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

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

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

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

95. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written or implied warranty.

96. In its express written warranties, Ford expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects become apparent during the warranty period.

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

98. With respect to Class members' purchases of the Class Vehicles, the terms of Ford's written warranties and implied warranty became part of the basis of the bargain between Ford and Plaintiff and other Class members.

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99. Ford breached the implied warranty of merchantability. Without limitation, the Class Vehicles have a car battery that fails, as described above, which renders the Class Vehicles unmerchantable.

100. At the time of sale of each Class Vehicle, Ford and Camel Battery knew, should have known, or were reckless in not knowing of the Class Vehicles' inability to perform as warranted because of the Battery Defect, but nonetheless failed to rectify the situation and/or disclose the Battery Defect.

101. The amount in controversy of Plaintiff's individual claim exceeds the sum of $25. The amount in controversy in this action exceeds the sum of $50,000, exclusive of costs and interest, computed on the basis of all claims to be determined in this lawsuit.

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

COUNT IV
NEGLIGENT DESIGN DEFECT

103. Plaintiff incorporates Paragraphs 1-57 as if fully set forth herein.

104. Plaintiff brings this claim against Defendants on behalf of himself and the Class Members.

105. Defendants owed Plaintiff and the Class a duty to reasonably and safely design, manufacture, market, and sell the Class Vehicles and Class Batteries.

106. Defendant breached this duty as the design and manufacture of the Class Vehicles and Class Batteries were defective, which caused the cars to not be fit or suitable for their intended purposes.

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107. Additionally, Defendants' defective design caused monetary damages to Plaintiff and the Class as the Class Vehicles now are worth less compared to the Class Vehicle's value prior to the existence of the Defect, given the notoriety of the Defect.

108. Defendants did not exercise due care in the production of the Class Vehicles or Class Batteries. The Battery defect can cause the Class Vehicles to stall and exposes them to danger on the roadway.

109. Plaintiff suffered injury through Defendants' conduct in that he suffered economic loss and purchased a vehicle that is now worthless and unsafe.

110. Plaintiff also suffered economic loss in reference to the value of his vehicle. As a result of Ford's Recall, Plaintiff's Vehicle's resale value is now diminished. When Plaintiff intends to sell his Vehicle, the reputation of being a faulty vehicle will harm the resale value and place Plaintiff in a much worse bargaining position compared to if Defendants had properly manufactured, designed, produced, distributed, and advertised Class Vehicles and Class Batteries.

111. Plaintiff also suffered damages in that Plaintiff has spent hours, and will spend hours more, tending to Ford's Recall. Plaintiff has been greatly inconvenienced by the Recall.

112. The design of the Class Vehicles Class Batteries' defect is unacceptable as other vehicles produced by other companies and manufacturers equipped with other car batteries work properly and do not have this same defect. In fact, Ford has produced other vehicles for decades that do not have defects similar to the Class Vehicles.

113. Plaintiff's Class Vehicle is in virtually identical condition as to when it left Defendant's factory.

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