

**Service of Process  
Transmittal**

11/12/2019

CT Log Number [REDACTED]

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

**RE: Process Served in California**

**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED] etc., Pltf. vs. Ford Motor Company, etc., et al., Dfts.

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

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

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

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

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

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** Within 30 days after service

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

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

**ACTION ITEMS:** CT has retained the current log, Retain Date: 11/13/2019, Expected Purge Date: 11/18/2019  
  
Image SOP  
  
Email Notification, Chris Dzbanski cdzbansk@ford.com

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

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

**SUMMONS  
(CITACION JUDICIAL)**

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

**FILED**

Superior Court of California  
County of Riverside

11/6/2019

J. Valdez

Electronically Filed

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

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

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

[Redacted] an individual

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es): **Superior Court of Riverside**  
**Southwest Justice Center; Riverside County**  
**30755-D Auld Rd; Murrieta, CA 92563**

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

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
**Law Offices of Jon Jacobs; One Ridgeway Dr., Ste. 245; Temecula, CA 92590; (916) 663-6400**

DATE: **11/6/2019**  
(Fecha)

Clerk, by [Redacted] **J. Valdez**, Deputy  
(Secretario) (Adjunto)

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



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

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify): **Ford Motor Company, a Delaware Corporate Entity**  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date): **11/12/19**

1 Jon P. Jacobs (SBN 205245)  
2 Terry L. Baker (SBN 214365)  
3 Rene J. Dupart (SBN 289956)  
4 Bobby C. Walker (SBN 321788)  
5 LAW OFFICES OF JON JACOBS  
6 1 Ridgegate Dr., Suite 245  
7 Temecula, CA 92590  
8 Telephone: (916) 663-6400  
9 Facsimile: (916) 663-6500

10 Attorneys for Plaintiff

**FILED**  
Superior Court of California  
County of Riverside

11/6/2019  
J. Valdez  
Electronically Filed

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF RIVERSIDE

[REDACTED] an individual,  
Plaintiff,  
vs.  
FORD MOTOR COMPANY, a Delaware  
Corporate Entity; and DOES 1 to 20, Inclusive,  
Defendants

Case No. [REDACTED]  
COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF  
(1) VIOLATION OF THE SONG-BEVERLY  
CONSUMER WARRANTY ACT -  
BREACH OF EXPRESS WARRANTY;  
(2) VIOLATION OF THE SONG-BEVERLY  
CONSUMER WARRANTY ACT -  
BREACH OF IMPLIED WARRANTY;  
(3) VIOLATION OF BUSINESS AND  
PROFESSIONS CODE § 17200  
UNLIMITED JURISDICTION - DAMAGES  
EXCEED \$25,000

TO THIS HONORABLE COURT, ALL PARTIES AND THEIR ATTORNEYS OF  
RECORD HEREIN:

Plaintiff hereby alleges as follows:

PARTIES

1. Plaintiff [REDACTED] (hereinafter "Plaintiff"), is now and at all times relevant, a  
resident of the State of California, and all the acts and omission herein set forth occurred

1 in the County of Riverside, in the State of California. Plaintiff is a “buyer” as defined by  
2 *California Civil Code § 2981(c)* and *§ 1791(b)*.

- 3 2. Plaintiff believes that Defendant, FORD MOTOR COMPANY (hereinafter “FORD”  
4 and/or “Defendant), a manufacturer as defined by *Civil Code §§ 1791(j)* and *(l)*, is and  
5 at all relevant times has been, a business entity, incorporated and organized and existing  
6 under the laws of the State of Delaware, with their corporate offices located at 1  
7 American Road, Dearborn, MI 48126.
- 8 3. Defendant is a “person” as defined by *California Civil Code § 1761(c)*.
- 9 4. Defendant is a “service contract seller” and/or “service contractor” and/or “service  
10 contract administrator” as defined in *California Civil Code § 1791(q), (r), and (p)*.
- 11 5. Defendant is licensed to do business in California and transacts business in Riverside  
12 County, California, and at all relevant times sold, promoted, and distributed vehicles, an  
13 example of which is the subject of this Complaint throughout the United States,  
14 including Riverside County, California. Defendant has significant contacts with  
15 Riverside County, California, and the activities complained of herein occurred, in whole  
16 or in part, in Riverside County, California. Defendant’s agent for service of process is  
17 CT Corporation System, located at 818 W. Seventh St. 2nd Floor, Los Angeles,  
18 California 90017.
- 19 6. Plaintiff is ignorant of the true names and capacities of the Defendants sued herein  
20 fictitiously as DOES 1 through 20, authorized under *California Code of Civil Procedure*  
21 *§ 474*. Plaintiff is informed and believes, and thereupon alleges, that each fictitiously  
22 named Defendant is responsible for the events hereinafter alleged. Plaintiff further  
23 alleges that Unknown Defendants were responsible, at least in part, for the damages, and  
24 at this time are unknown to Plaintiff. Plaintiff will seek leave of Court to amend this  
25 Complaint to allege the true names and capacities of said fictitiously named defendants  
26 when ascertained.
- 27 7. Plaintiff is informed and believes, and thereupon alleges, that at all times mentioned  
28 herein, the Unknown Defendants are individual and/or business entities whose forms are

1 unknown. Plaintiff is informed and believes, and on that basis alleges, that at all times  
2 mentioned herein, the Unknown Defendants were agents, principals, employees,  
3 employers, and co-conspirators of each and every other named or unnamed defendant in  
4 this Complaint.

5 8. Defendants sued herein as Does 1 through 20 are contractually, strictly, negligently,  
6 intentionally, vicariously, and/or otherwise legally liable in some manner for each and  
7 every act, omission, obligation, event, or happening set forth in this Complaint, and that  
8 each of said fictitiously named defendants is indebted to Plaintiff as hereinafter alleged.

9 9. Whenever in this Complaint an act or omission of a corporation or business entity is  
10 alleged, the allegation shall be deemed to mean and include an allegation that the  
11 corporation or business entity acted, or failed to act, through its authorized officers,  
12 directors, agents, servants, and/or employees, acting within the course and scope of their  
13 duties, that the act or omission was authorized by corporate managerial officers or  
14 directors, and that the act or omission was ratified by the officers and directors of the  
15 corporation or business entity. As a result of their manufacturing and sales activities,  
16 defendants are and were subject to, and must comply with, the Civil Code, Business and  
17 Professions Code § 17200, the Unfair and Deceptive Business Practices Act, and other  
18 relevant statutes and case law.

19 **JURISDICTION**

20 10. Plaintiff is informed and believes, and thereupon alleges, that Defendant is a Delaware  
21 corporate entity, registered as a foreign corporation, in the State of California.

22 11. Plaintiff is informed and believes, and thereupon alleges, that the incidents and events  
23 that gave rise to the above-entitled complaint were committed in the County of  
24 Riverside.

25 **STATEMENT OF THE FACTS**

26 12. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 11  
27 as though fully set forth herein.  
28

1 13. On or around September 7, 2018, Plaintiff purchased a new 2018 FORD FLEX  
2 (hereinafter "Vehicle"), VIN [REDACTED], from GASCH FORD (hereinafter  
3 "Dealer"), located at 150 Carriage Circle, Hemet, CA 92545.

4 14. The Vehicle was sold with the remainder of Defendant's 3-year, 36,000-mile bumper-  
5 to-bumper warranty and 5-year, 60,000-mile powertrain warranty, to be free from  
6 defects in materials and workmanship. Defendant, by way of their warranties, promised  
7 Plaintiff to make or provide repairs that were free of charges during the warranty period.

8 15. The Vehicle is a "consumer good" and "consumer product" as defined in Civil Code §§  
9 1791(a), and 15 U.S.C.A. 2301(1), respectively.

10 16. Plaintiff's purchase of the Vehicle is a "transaction" as defined in Civil Code § 1761(e),  
11 and a "sale" as defined in Civil Code § 1791(n), all pursuant to a "conditional sale  
12 contract" as defined in Civil Code § 2981(a)(1).

13 17. The Vehicle, from the time of the purchase of the Vehicle to the present, has suffered  
14 extensive and ongoing problems, including but not limited to the following as  
15 summarized after visiting the servicing dealerships:

Problems	Date	Odo.	Days	RO #
<b>Oil Leak – VERIFIED –</b> Customer states they are seeing an oil leak from the engine area. Ran oil dye test, found oil pan gasket not sealing properly. Removed cleaned and resealed oil pan cleaned area	11/28/18	2,144	3	1027795
<b>Exterior – VERIFIED –</b> Customer states the rubber plastic trim that runs along the bottom of the drivers side doors keep popping off. Please check trim on both sides of vehicle. Found moldings loose on both sides of vehicle. Ordered replacements Customer to be called when parts arrive				
<b>Exterior – 2nd Repair Attempt – VERIFIED –</b> Customer states the plastic trim under the drivers doors and passenger doors SOP in Installed lower vehicle weather strip.	12/08/18	2,156	1	1028330

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Verified proper fit.				
<p>Noise – There is a clicking noise in the dash when you turn car off. Like an actuator? Unable to verify and re – duplicate concern at this time.</p> <p><b>Tire wear – VERIFIED – Customer complains of fast tire wear, front tires are down to 3 – 4/ 32nds, check &amp; advise Rec 2 tires and alignment old dot [REDACTED] (1x) 1217(1x) New dot – [REDACTED] (2x)</b></p> <p><b>Keyless Entry – VERIFIED – Key less entry trim is loose.</b> Verified concern key less entry pad loose will not stay secured correctly recommend to replace driver front keyless pad/trim panel Remove driver side keyless entry trim panel clean and remove adhesive installed new keyless entry trim</p> <p><b>Exterior – VERIFIED – Left rear door ext. black panel on door is loose... front panel Verified concern driver side rear door et. Front panel is loose will not stay secured correctly recommend to replace driver side rear door front trim panel.</b> Remove driver side rear door ext. front trim panel clean surface and installed new trim panel</p> <p><b>Exterior – VERIFIED – Right rear door ext black panel... back is loose &amp; weather stripping</b> Verified concern passenger rear door back panel loose will not stay secured correctly recommend to replace trim panel Remove passenger rear door ext back trim panel clean surface and installed new ext trim panel</p> <p><b>Exterior – VERIFIED – Right rear door black ext panel front is loose</b> Verified concern passenger rear door, back trim panel loose will not stay secured correctly recommend to replace trim panel</p>	05/16/19	8,254	2	1037365
<p><b>Exterior – VERIFIED – W/ pass rear door, front outer trim is loose sop here</b></p>	06/27/19	9,623	2	1039774

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<p>Verified concern passenger rear door outer trim, front side of door is loose, will not stay secured correctly recommend to replace trim          Remove passenger rear door outer trim front of door clean and remove adhesive, installed new trim. Re-inspect, good.  <b>Exterior – VERIFIED –</b> Pass front door outer trim is loose          Verified concern passenger front door outer trim loose recommend to replace passenger front door outer trim          Remove clean surface and installed passenger front door out trim re – inspect good</p>				
<p><b>Oil Leak – VERIFIED –</b> Check oil leak Check for oil leaks, engine          Oil pan gasket not sealing properly          Removed cleaned and resealed oil pan refilled oil  <b>Exterior – VERIFIED –</b> Rear side glass, both sides, front trim is cracking          Parts on order  <b>AC Vent – VERIFIED –</b> Middle row right side roof vent closes with AC on.          Verified the concern. Rec a new vent          Replaced the vent checked operation and the vents is operating as intended  <b>Back up Camera – VERIFIED –</b> Back up camera screen is distorted          Verified the concern. Checked for codes tsbs and ssms and was unable to find any related to the concern. Performed pinpoint test B: poor image quality          (B1)(YES)(B)(NO)(R6)(YES)(B9)(YES).          Rec a new camera to continue          Replaced the backup camera and programmed the camera. Checked operation and the camera now operates as intended.  <b>Exterior – VERIFIED –</b> Right side, rear outer glass front trim is cracked. Parts on order</p>	09/24/19	12,790	4	1045218

18. Plaintiff has suffered through ongoing and reoccurring problems with the Vehicle's issues described in Paragraph No. 17, above.

- 1 19. Defendant, through its Dealer, has refused and/or failed to remedy, fix, or remediate the  
2 issues reflected in Paragraph No. 17, above, among other things.
- 3 20. The issues plaguing the Vehicle are not the fault of the Plaintiff. Plaintiff has  
4 meticulously maintained the Vehicle. The uncorrected issues are the fault of Defendant.
- 5 21. The servicing dealerships are Defendant's agents as they perform warranty repairs on  
6 behalf of and for Defendant. It is clear that Defendant is unable to fix, remedy, and/or  
7 repair the Vehicle to conform to the warranty. The Defendant's multiple repair attempts  
8 have proven willfully unsuccessful in resolving the issues.
- 9 22. Plaintiff paid top dollar for the Vehicle and is reasonably entitled to expect great  
10 professional service and a reliably strong vehicle. It is obvious that the chronic problems  
11 and defects are not acceptable in this class of vehicles.
- 12 23. Defendant's multiple failures to remedy, repair, and/or fix the issues with the Vehicle  
13 have left Plaintiff with no reasonable alternative but to bring this legal action.

14 **FIRST CAUSE OF ACTION**

15 **Breach of Express Warranty-Song-Beverly Consumer Warranty Act**

16 **Against All Defendants**

- 17 24. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 23  
18 as though fully set forth herein.
- 19 25. In connection with the sale of the defective Vehicle, Defendant provided the warranty,  
20 as articulated in Paragraph No. 14, above. Under the terms of the warranty, Defendant  
21 undertook to preserve and maintain the utility and performance of the Vehicle and to  
22 provide compensation to the original and subsequent private purchasers of the Vehicle if  
23 there is a failure of utility and/or performance within said warranty period.
- 24 26. The warranty is an express warranty and a written warranty within the meanings defined  
25 in Civil Code §1791.2 and 15 U.S.C. § 2301(6).
- 26 27. The above-described defects, malfunctions, and nonconformities, more fully explained  
27 above in Paragraph No. 17, substantially impair the use, value, and safety of the vehicle.
- 28 28. Defendant violated Civil Code § 1793.2(d)(2) when it breached the express warranty

1 provided by refusing, within a reasonable number of attempts, to service or repair the  
2 vehicle so as to conform it to the express warranty and again violated this same  
3 subsection when it subsequently failed to offer Plaintiff a repurchase or replacement of  
4 Vehicle including restitution of all money paid out towards the Vehicle, and interest on  
5 the same.

6 29. Under Civil Code § 1793.2(d)(2), Defendant must, upon election by Plaintiff, reimburse  
7 the Vehicle's price to Plaintiff or replace Vehicle with a like vehicle. Plaintiff hereby  
8 again revokes his acceptance of the Vehicle, rescinds the contract, and demands a  
9 complete refund, as explained above.

10 30. Defendant violated Civil Code §§ 1793.2(b), 1793.3, and 1793.4 by failing to  
11 commence service and repair within reasonable time, and failing to tender conforming  
12 goods within 30 days.

13 31. Under Civil Code §§ 3287 and/or 3289(a), Plaintiff is entitled to interest at the  
14 contracted-for rate on all money paid toward the Vehicle, from the date of contract, and  
15 hereby asserts his claim for the same.

16 32. Plaintiff notified Defendant of the problems suffered by the Vehicle and Defendant  
17 willfully refused to acknowledge all the repair attempts and failed to service vehicle  
18 and/or remedy the aforementioned problems, as more fully explained above at  
19 Paragraph No. 17, within a reasonable amount of time, under warranty. The failure of  
20 Defendant to comply with the express warranty provided was willful in that Defendant  
21 had actual knowledge of nonconformities prior to and/or subsequent to Plaintiff's  
22 purchase of Vehicle. Defendant knew of its legal duties under warranty. Subsequent to  
23 the purchase of the Vehicle, Defendant refused to make necessary repairs, timely and  
24 correctly, under warranty. Defendant has since failed to offer Plaintiff a complete  
25 repurchase or refund. For the aforementioned and following reasons, under Civil Code §  
26 1794(e)(1) [citing Civil Code § 1793.2(d)(2)], Plaintiff is entitled to a civil penalty of up  
27 to two times the amount of his damages in addition to such actual damages.

28 33. Under Civil Code § 1795.6(a) and (b), the warranty cannot expire since the repair

1 attempts failed to remedy the problems during the warranty period.

2 34. Under Civil Code § 1794(a), Plaintiff is entitled to restitution of all consideration given  
3 and hereby elects the same.

4 35. As a proximate result of said breaches of express warranty, and of said rescission,  
5 Plaintiff has sustained, and continues to sustain, incidental and consequential damages,  
6 both economic and noneconomic, plus civil penalties and interest, according to proof.

7 36. Under Civil Code §1794(d), Plaintiff is entitled to attorney's fees and expenses  
8 reasonably incurred in connection with this action.

9 **SECOND CAUSE OF ACTION**

10 **Breach of Implied Warranty-Song-Beverly Consumer Warranty Act**

11 **Against All Defendants**

12 37. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 36  
13 as though fully set forth herein.

14 38. Defendant breached the implied warranties of merchantability and fitness as stated in  
15 Civil Codes §§ 1791.1, 1792, and 1792.1 in that the defects and nonconformities more  
16 fully explained above in Paragraph No. 17 make the vehicle not merchantable, unfit for  
17 its ordinary and/or specific purposes, and it would not pass without objection in the  
18 trade.

19 39. Because of the breaches of implied warranties, Plaintiff again revokes acceptance of the  
20 Vehicle and rescinds the contract. Under Civil Code §§ 1794(a), Plaintiff is entitled to  
21 restitution of all consideration given.

22 40. Under Civil Code §§ 3287 and/or 3289(a), Plaintiff is entitled to interest on all money  
23 paid toward Vehicle at the contracted-for rate from the date of contract and hereby again  
24 asserts his claim for the same.

25 41. For the reasons stated above in Paragraph No. 17, under Civil Code § 1794(c) and/or §  
26 1794(e)(1), Plaintiff is entitled to a civil penalty of up to two times the amount of his  
27 damages in addition to the actual damages suffered.

28 42. Under Civil Code § 1795.6(a) and (b), the warranty cannot expire since the repair

1 attempts failed to remedy the problems during the warranty period.

2 43. The failure of Defendant to comply with the implied warranties provided was willful in  
3 that it had actual and/or constructive knowledge of the nonconformities prior to Dealer  
4 selling the Vehicle to Plaintiff, knew of its legal duties under the applicable implied  
5 warranty, and subsequently refused to timely make necessary repairs, replacement, or  
6 refund. Therefore, under Civil Code § 1794(c) and/or § 1794 (e)(1), Plaintiff is entitled  
7 to a civil penalty of up to two times the amount of his actual damages in addition to the  
8 actual damages suffered.

9 44. As a proximate result of said breaches of implied warranties, and of said rescission,  
10 Plaintiff has sustained, and continues to sustain, incidental and consequential damages,  
11 both economic and noneconomic, plus civil penalties and interest, according to proof.

12 45. Under Civil Code § 1794(d), Plaintiff is entitled to attorney's fees and expenses  
13 reasonably incurred in connection with this action.

14 **THIRD CAUSE OF ACTION**

15 **Business and Professions Code § 17200**

16 **Against All Defendants**

17 46. Plaintiff re-alleges and incorporates by reference all proceeding paragraphs 1 through 45  
18 as though fully set forth herein.

19 47. Plaintiff brings this action against defendants for their alleged violation of *California*  
20 *Business and Professions Code §§ 17200 et seq.*, also known as the Unfair Competition  
21 Act ("Act"). The Act prohibits "any unlawful, unfair, or fraudulent business act or  
22 practice" or "unfair, deceptive, untrue, or misleading advertising." Defendant's violation  
23 of the Song-Beverly Act and act of placing a known defective vehicle with a known  
24 defective design into the stream of commerce without warning and/or remedying the  
25 defect are deceptive and fraudulent business practices.

26 48. Plaintiff alleges that *Cal. Bus. & Prof. Code §§ 17200 et seq.* prohibits the "unlawful"  
27 conduct of Defendant described previously and in greater detail herein throughout the  
28 Complaint and that Plaintiff has suffered injury-in-fact as a result of Defendant's



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5. Civil Penalties on each violation of the Song-Beverly Act in the amount of two times actual damages;
6. Reasonable attorney's fees according to proof;
7. Costs and expenses reasonably incurred in connection with this action;
8. An order requiring defendants to account for all monies that they have received as a result of the acts and practices found to constitute unfair competition pursuant to *Cal. Bus. & Prof. Code §§ 17200 et. seq.*;
9. An order requiring defendants to abstain from any further acts and practices found to constitute unfair competition pursuant to *Cal. Bus. & Prof. Code §§ 17200 et. seq.*;
10. Such other relief as the court deems proper.

Dated: October 30, 2019

LAW OFFICES OF JON JACOBS



Jon P. Jacobs, Esq.  
Terry L. Baker, Esq.  
Rene J. Dupart, Esq.  
Bobby C. Walker, Esq.  
Attorneys for Plaintiff,



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):  
 Jon P. Jacobs (SBN 205245); Bobby C. Walker (SBN 321788)  
 Law Offices of Jon Jacobs  
 One Ridgeway Dr., Ste. 245  
 Temecula, CA 92590  
 TELEPHONE NO.: (916) 663-6400 FAX NO.: (916) 663-6500  
 ATTORNEY FOR (Name): Plaintiff, [REDACTED]

FOR COURT USE ONLY

**FILED**

Superior Court of California  
 County of Riverside

11/6/2019  
 J. Valdez

Electronically Filed

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside  
 STREET ADDRESS: 30755-D Auld Road  
 MAILING ADDRESS: 30755-D Auld Road  
 CITY AND ZIP CODE: Murrieta 92563  
 BRANCH NAME: Southwest Justice Center

CASE NAME:  
 [REDACTED] v. Ford Motor Company

**CIVIL CASE COVER SHEET**

Unlimited (Amount demanded exceeds \$25,000)  Limited (Amount demanded is \$25,000 or less)

**Complex Case Designation**

Counter  Joinder

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

CASE NUMBER: [REDACTED]

JUDGE:  
 DEPT:

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

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

2. This case  is  is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a.  monetary b.  nonmonetary; declaratory or injunctive relief c.  punitive
4. Number of causes of action (specify): Three
5. This case  is  is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: October 31, 2019

Bobby C. Walker [REDACTED SIGNATURE]

(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

**NOTICE**

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

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

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

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

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

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)–Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) ( <i>if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto</i> )	Breach of Rental/Lease Contract ( <i>not unlawful detainer or wrongful eviction</i> )	Construction Defect (10)
<b>Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Contract/Warranty Breach–Seller Plaintiff ( <i>not fraud or negligence</i> )	Claims Involving Mass Tort (40)
Asbestos (04)	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Asbestos Property Damage	Other Breach of Contract/Warranty	Environmental/Toxic Tort (30)
Asbestos Personal Injury/Wrongful Death	Collections (e.g., money owed, open book accounts) (09)	Insurance Coverage Claims ( <i>arising from provisionally complex case type listed above</i> ) (41)
Product Liability ( <i>not asbestos or toxic/environmental</i> ) (24)	Collection Case–Seller Plaintiff	<b>Enforcement of Judgment</b>
Medical Malpractice (45)	Other Promissory Note/Collections Case	Enforcement of Judgment (20)
Medical Malpractice–Physicians & Surgeons	Insurance Coverage ( <i>not provisionally complex</i> ) (18)	Abstract of Judgment (Out of County)
Other Professional Health Care Malpractice	Auto Subrogation	Confession of Judgment ( <i>non-domestic relations</i> )
<b>Other PI/PD/WD (23)</b>	Other Coverage	Sister State Judgment
Premises Liability (e.g., slip and fall)	Other Contract (37)	Administrative Agency Award ( <i>not unpaid taxes</i> )
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Contractual Fraud	Petition/Certification of Entry of Judgment on Unpaid Taxes
Intentional Infliction of Emotional Distress	Other Contract Dispute	Other Enforcement of Judgment Case
Negligent Infliction of Emotional Distress	<b>Real Property</b>	<b>Miscellaneous Civil Complaint</b>
Other PI/PD/WD	Eminent Domain/Inverse Condemnation (14)	RICO (27)
<b>Non-PI/PD/WD (Other) Tort</b>	Wrongful Eviction (33)	Other Complaint ( <i>not specified above</i> ) (42)
Business Tort/Unfair Business Practice (07)	Other Real Property (e.g., quiet title) (26)	Declaratory Relief Only
Civil Rights (e.g., discrimination, false arrest) ( <i>not civil harassment</i> ) (08)	Writ of Possession of Real Property	Injunctive Relief Only ( <i>non-harassment</i> )
Defamation (e.g., slander, libel) (13)	Mortgage Foreclosure	Mechanics Lien
Fraud (16)	Quiet Title	Other Commercial Complaint Case ( <i>non-tort/non-complex</i> )
Intellectual Property (19)	Other Real Property ( <i>not eminent domain, landlord/tenant, or foreclosure</i> )	Other Civil Complaint ( <i>non-tort/non-complex</i> )
Professional Negligence (25)	<b>Unlawful Detainer</b>	<b>Miscellaneous Civil Petition</b>
Legal Malpractice	Commercial (31)	Partnership and Corporate Governance (21)
Other Professional Malpractice ( <i>not medical or legal</i> )	Residential (32)	Other Petition ( <i>not specified above</i> ) (43)
Other Non-PI/PD/WD Tort (35)	Drugs (38) ( <i>if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential</i> )	Civil Harassment
<b>Employment</b>	<b>Judicial Review</b>	Workplace Violence
Wrongful Termination (36)	Asset Forfeiture (05)	Elder/Dependent Adult Abuse
Other Employment (15)	Petition Re: Arbitration Award (11)	Election Contest
	Writ of Mandate (02)	Petition for Name Change
	Writ–Administrative Mandamus	Petition for Relief From Late Claim
	Writ–Mandamus on Limited Court Case Matter	Other Civil Petition
	Writ–Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal–Labor	
	Commissioner Appeals	

1 Jon P. Jacobs (SBN 205245)  
2 Terry L. Baker (SBN 214365)  
3 Rene J. Dupart (SBN 289956)  
4 Bobby C. Walker (SBN 321788)  
5 LAW OFFICES OF JON JACOBS  
6 1 Ridgeway Dr., Suite 245  
7 Temecula, CA 92590  
8 Telephone: (916) 663-6400  
9 Facsimile: (916) 663-6500

10 Attorneys for Plaintiff  
11 [REDACTED]

**FILED**  
Superior Court of California  
County of Riverside  
11/6/2019  
J. Valdez  
Electronically Filed

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF RIVERSIDE

14 [REDACTED] an individual  
15 Plaintiff,

16 v.

17 FORD MOTOR COMPANY, a Delaware  
18 Corporate Entity; and DOES 1 to 20,  
19 Inclusive,  
20 Defendants.

21 CASE No.: [REDACTED]

22 **DECLARATION OF BOBBY C. WALKER  
23 FOR FILING OF COMPLAINT**

24 I, Bobby C. Walker, declare:

- 25 1. I am an attorney at law duly admitted to practice before the courts of the State of  
26 California and am the attorney of record for Plaintiff, [REDACTED]
- 27 2. The following declaration is made upon my own true knowledge and belief of the  
28 events which have occurred in this matter.
- 29 3. The Complaint filed concurrently herewith is filed in a proper place for the trial  
30 thereof, for one or more of the reason(s) below:
  - 31 • This is the county in which the subject matter of the action, or a substantial portion  
32 thereof, occurred;
  - 33 • This is the county in which the person against whom the action is brought resides;
  - 34 • This is the county in which the person against whom the action is brought has its  
35 principal place of business or is doing business; and/or
  - 36 • This is the county in which the parties entered into the subject transaction.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing  
2 is true and correct. Executed at Rocklin, California.

3  
4 Dated: October 31, 2019

LAW OFFICES OF JON JACOBS

5 [REDACTED]  
6 Jon P. Jacobs  
7 Bobby C. Walker  
8 Attorneys for Plaintiff  
9 [REDACTED]

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

- BANNING 311 E. Ramsey St., Banning, CA 92220
- BLYTHE 265 N. Broadway, Blythe, CA 92225
- HEMET 880 N. State St., Hemet, CA 92543
- MORENO VALLEY 13800 Heacock St., Ste. D201, Moreno Valley, CA 92553

- MURRIETA 30755-D Auld Rd., Suite 1226, Murrieta, CA 92563
- PALM SPRINGS 3255 E. Tahquitz Canyon Way, Palm Springs, CA 92262
- RIVERSIDE 4050 Main St., Riverside, CA 92501
- TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591

RI-030

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)  <b>Jon P. Jacobs (SBN 205245); Bobby C. Walker (SBN 321788)</b>          Law Offices of Jon Jacobs          1 Ridgeway Dr., Ste. 245          Temecula, CA 92590</p> <p>TELEPHONE NO: (916) 663-6400      FAX NO. (Optional): (916) 663-8500          E-MAIL ADDRESS (Optional): office@lemonbuyback.com          ATTORNEY FOR (Name): Plaintiff, [REDACTED]</p>	<p><small>FOR COURT USE ONLY</small></p> <p><b>FILED</b>          Superior Court of California          County of Riverside          11/6/2019          J. Valdez          Electronically Filed</p>
<p>PLAINTIFF/PETITIONER: [REDACTED]</p> <p>DEFENDANT/RESPONDENT: Ford Motor Company</p>	<p>CASE NUMBER: [REDACTED]</p>
<b>CERTIFICATE OF COUNSEL</b>	

The undersigned certifies that this matter should be tried or heard in the court identified above for the reasons specified below:

- The action arose in the zip code of: [REDACTED]
- The action concerns real property located in the zip code of: \_\_\_\_\_
- The Defendant resides in the zip code of: \_\_\_\_\_

For more information on where actions should be filed in the Riverside County Superior Courts, please refer to Local Rule 1.0015 at [www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov).

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date October 31, 2019

Bobby C. Walker  
(TYPE OR PRINT NAME OF  ATTORNEY  PARTY MAKING DECLARATION)





SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE  
[www.riverside.courts.ca.gov](http://www.riverside.courts.ca.gov)

Self-represented parties: <http://riverside.courts.ca.gov/selfhelp/self-help.shtml>

**ALTERNATIVE DISPUTE RESOLUTION (ADR) –  
 INFORMATION PACKAGE**

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

**What is ADR?**

Alternative Dispute Resolution (ADR) is a way of solving legal disputes without going to trial. The main types are mediation, arbitration, and settlement conferences.

**Advantages of ADR:**

- ⚡ Faster: ADR can be done in a 1-day session within months after filing the complaint.
- ⚡ Less expensive: Parties can save court costs and attorneys' and witness fees.
- ⚡ More control: Parties choose their ADR process and provider.
- ⚡ Less stressful: ADR is done informally in private offices, not public courtrooms.

**Disadvantages of ADR:**

- ⚡ No public trial: Parties do not get a decision by a judge or jury.
- ⚡ Costs: Parties may have to pay for both ADR and litigation.

**Main Types of ADR:**

**Mediation:** In mediation, the mediator listens to each person's concerns, helps them evaluate the strengths and weaknesses of their case, and works with them to create a settlement agreement that is acceptable to everyone. If the parties do not wish to settle the case, they go to trial.

**Mediation may be appropriate when the parties:**

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

**Mediation is not appropriate when the parties:**

- ⚡ want their public "day in court" or a judicial determination on points of law or fact;
- ⚡ lack equal bargaining power or have a history of physical/emotional abuse.

**Arbitration:** Arbitration is less formal than trial, but like trial, the parties present evidence and arguments to the person who decides the outcome. In "binding" arbitration the arbitrator's decision is final; there is no right to trial. In "non-binding" arbitration, any party can request a trial after the arbitrator's decision. The court's mandatory Judicial Arbitration program is non-binding.

Arbitration may be appropriate when the parties:

- ⚡ want to avoid trial, but still want a neutral person to decide the outcome of the case.

Arbitration is not appropriate when the parties:

- ⚡ do not want to risk going through both arbitration and trial (Judicial Arbitration)
- ⚡ do not want to give up their right to trial (binding arbitration)

**Settlement Conferences:** Settlement conferences are similar to mediation, but the settlement officer usually tries to negotiate an agreement by giving strong opinions about the strengths and weaknesses of the case, its monetary value, and the probable outcome at trial. Settlement conferences often involve attorneys more than the parties and often take place close to the trial date.

**RIVERSIDE COUNTY SUPERIOR COURT ADR REQUIREMENTS**

ADR Information and forms are posted on the ADR website: <http://riverside.courts.ca.gov/adr/adr.shtml>

**General Policy:**

Parties in most general civil cases are expected to participate in an ADR process before requesting a trial date and to participate in a settlement conference before trial. (Local Rule 3200)

**Court-Ordered ADR:**

Certain cases valued at under \$50,000 may be ordered to judicial arbitration or mediation. This order is usually made at the Case Management Conference. See the "Court-Ordered Mediation Information Sheet" on the ADR website for more information.

**Private ADR (for cases not ordered to arbitration or mediation):**

Parties schedule and pay for their ADR process without Court involvement. Parties may schedule private ADR at any time; there is no need to wait until the Case Management Conference. See the "Private Mediation Information Sheet" on the ADR website for more information.

**BEFORE THE CASE MANAGEMENT CONFERENCE (CMC), ALL PARTIES MUST:**

1. Discuss ADR with all parties at least 30 days before the CMC. Discuss:
  - ⚡ Your preferences for mediation or arbitration.
  - ⚡ Your schedule for discovery (getting the information you need) to make good decisions about settling the case at mediation or presenting your case at an arbitration.
2. File the attached "Stipulation for ADR" along with the Case Management Statement, if all parties can agree.
3. Be prepared to tell the judge your preference for mediation or arbitration and the date when you could complete it.

(Local Rule 3218)

**RIVERSIDE COUNTY ADR PROVIDERS INCLUDE:**

- ⚡ The Court's Civil Mediation Panel (available for both Court-Ordered Mediation and Private Mediation). See <http://adr.riverside.courts.ca.gov/civil/panelist.php> or ask for the list in the civil clerk's office, attorney window.
- ⚡ Riverside County ADR providers funded by DRPA (Dispute Resolution Program Act):  
 Dispute Resolution Service (DRS) Riverside County Bar Association: (951) 682-1015  
 Dispute Resolution Center, Community Action Partnership (CAP): (951) 955-4900

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

BLYTHE 265 N. Broadway, Blythe, CA 92225  
 MURRIETA 30755-D Auld Rd., Ste. 1226, Murrieta, CA 92563

PALM SPRINGS 3255 Tahquitz Canyon Way, Palm Springs, CA 92262  
 RIVERSIDE 4050 Main St., Riverside, CA 92501

**RI-ADR001**

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number and Address)     TELEPHONE NO: _____ FAX NO. (Optional): _____ E-MAIL ADDRESS (Optional): _____ ATTORNEY FOR (Name): _____	FOR COURT USE ONLY
PLAINTIFF/PETITIONER:   DEFENDANT/RESPONDENT:	CASE NUMBER:  CASE MANAGEMENT CONFERENCE DATE(S):
<b>STIPULATION FOR ALTERNATIVE DISPUTE RESOLUTION (ADR)</b> (CRC 3.2221; Local Rule, Title 3, Division 2)	

**Court-Ordered ADR:**

Eligibility for Court-Ordered Mediation or Judicial Arbitration will be determined at the Case Management Conference. If eligible, the parties agree to participate in:

- Mediation                       Judicial Arbitration (non-binding)

**Private ADR:**

If the case is not eligible for Court-Ordered Mediation or Judicial Arbitration, the parties agree to participate in the following ADR process, which they will arrange and pay for without court involvement:

- Mediation                       Judicial Arbitration (non-binding)

- Binding Arbitration       Other (describe): \_\_\_\_\_

Proposed date to complete ADR: \_\_\_\_\_

**SUBMIT THIS FORM ALONG WITH THE CASE MANAGEMENT STATEMENT.**

(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)
(PRINT NAME OF PARTY OR ATTORNEY) <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant	(SIGNATURE OF PARTY OR ATTORNEY)	(DATE)

**Case [REDACTED] - [REDACTED] VS FORD MOTOR**

**Case [REDACTED] - Complaints/Parties**


Number: 0001 — CMP Complaint of [REDACTED]

Opening Date: 11/06/2019

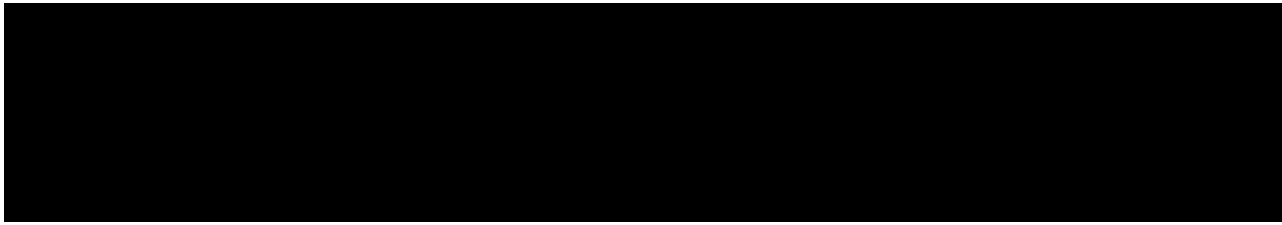
Status: ACTIVE

Party Type	Party Name	Attorney	Party Status
Plaintiff	[REDACTED]	LAW OFFICES OF JONJACOBS	First Paper Fee Paid
Defendant	FORD MOTOR COMPANY	Unrepresented	Serve Required (WaitS)

**Case [REDACTED] - Actions/Minutes**

Action Text	Disposition	Image
10:20 8:30 AM S303 CASE MANAGEMENT CONFERENCE HEARING (SOUTHWEST)		
10:20 8:30 AM CLES NON-PROOF OF SERVICE CLERK'S TRACKING HEARING (NON-APPEARANCE)		
10:19 CLERK'S CERTIFICATE OF MAILING OF ASSIGNMENT TO DEPARTMENT.	Not Applicable	

Print Minute Order



04/15/2020

CT Log Number [REDACTED]

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

**RE: Process Served in California**

**FOR:** Ford Motor Company (Domestic State: DE)

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

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

**DOCUMENT(S) SERVED:** -

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

**NATURE OF ACTION:** Letter of Intent - Threatening Litigation - -

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

**DATE AND HOUR OF SERVICE:** By Certified Mail on 04/15/2020 postmarked on 04/10/2020

**JURISDICTION SERVED :** California

**APPEARANCE OR ANSWER DUE:** None Specified

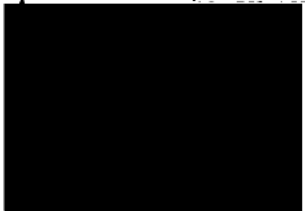
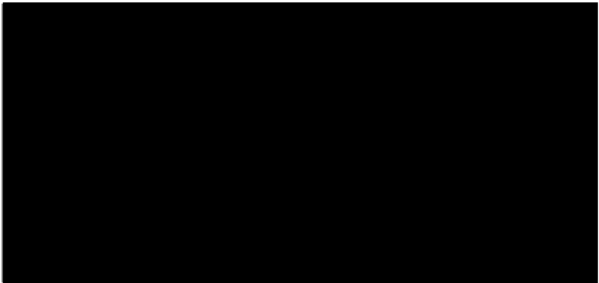
**ATTORNEY(S) / SENDER(S):** None Specified

**ACTION ITEMS:** CT has retained the current log, Retain Date: 04/15/2020, Expected Purge Date: 04/20/2020  
Image SOP  
Email Notification, Chris Dzbanski cdzbansk@ford.com

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

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

**PREMIER LEGAL CENTER**  
1055 Torrey Pines Rd., Ste. 205  
La Jolla, CA 92037



**\$6.90**  
US POSTAGE  
FIRST-CLASS  
FROM 92037  
APR 10 2020  
stamps  
endicia



06ZS0009269770

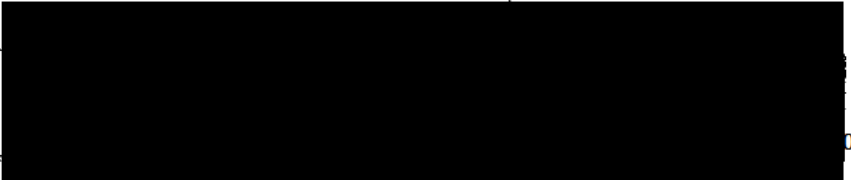
**\$1.20**  
US POSTAGE  
FIRST-CLASS  
FROM 92037  
APR 10 2020  
stamps  
endicia



06ZS0009269770



Ford Motor Company  
CT Corporation System  
818 West Seventh Street Ste 200  
Los Angeles CA 90017-3425



# PREMIER LEGAL CENTER, A.P.C.

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STEVEN L. MARCHBANKS  
steve@premierlegalcenter.com  
Licensed in CA

www.PremierLegalCenter.com  
1055 Torrey Pines Road, Suite 205  
La Jolla, CA 92037  
Phone Number: (619) 235-0137 Fax: (619) 235-3300

April 9, 2020

**VIA CERTIFIED U.S. MAIL (RETURN RECEIPT)**

Ford Motor Company  
CT Corporation System  
818 West Seventh Street  
Los Angeles, CA 90017

**Re: 2013 Ford Flex SE, VIN: [REDACTED] (the "Vehicle")  
CLRA Demand Letter for [REDACTED]**

Dear Sir or Madam:

On behalf of my client, [REDACTED], please accept this CLRA demand letter on behalf of Ford Motor Company (Ford). This letter constitutes notice under the California Consumer Legal Remedies Act ("CLRA"), California Civil Code section 1750, *et seq.* Specifically pursuant to California Civil Code section 1782, I hereby notify Ford, of its violations of the CLRA and of my demand that you remedy such violations within thirty (30) calendar days of your receipt of this letter.

**Factual Background**

On November 28, 2012, my client purchased the Vehicle new from Perry Ford of Poway in Poway, California, for approximately \$30,800. The Vehicle has experienced an excessive number of defects and Ford and its dealers have been unable to repair the Vehicle in accordance with Ford's express warranty.

The Vehicle has been repaired at least five times, plus routine services and recalls, spent several days in the shop, and still has defects. The Vehicle's repair history includes multiple service calls for interior and exterior door panel and molding defects, door latch defects, overheating (water pump replaced), suspension issues, transmission problems, electronics (radio) items, plus other operational problems.

In addition to loss of vehicle availability, my client has expended in excess of \$1,400 in direct out of pocket repair costs

The service history of the vehicle is summarized in the attached Vehicle Repair History and supported by copies of repair invoices, also attached.

It was represented to my client at the time of sale through dealership representatives, warranties and sales brochures, and other advertisements and/or written statements that the Vehicle conformed to express and implied warranties covering the Vehicle. However, the Vehicle was unable to conform to such standards at the time of purchase.

Under California law, Ford's conduct described above amounts to: (1) Breach of express warranty under the Song-Beverly Consumer Warranty Act (California Civil Code section 1791); (2) Breach of implied warranty under the Song-Beverly Consumer Warranty Act (California Civil Code section 1791); (3) Violation of the California Consumer Legal Remedies Act; (4) Fraud; (5) Negligent misrepresentation; and (6) Unjust enrichment.

As a result of Ford's deceptive practices, my client has been damaged. Had my client known of the defects, my client would not have purchased the Vehicle or would have paid substantially less for it.

#### **Violation of the CLRA**

Ford's conduct violates the CLRA in numerous respects. Among other violations, Ford's representation that my client's vehicle conformed to state and federal express and implied warranties covering the vehicle, when it did not, violates California Civil Code sections 1770(a)(1), (2), (3), (5), (7), (9), and (16).

#### **Demand for Correction**

Pursuant to California Civil Code section 1782(a)(2), my client hereby demands that Ford immediately correct and rectify its violations of California Civil Code section 1770(a) by, among other things, providing a complete replacement, or repurchase of the Vehicle for the full purchase price, less a reasonable charge for his use of the Vehicle. Additionally, Ford shall offer restitution and reimbursement of the cost paid by my client to purchase the Vehicle, as well as all repair and replacement costs incurred by my client in connection with the Vehicle.

My client has incurred reasonable and necessary attorney's fees in the pursuit of the claim(s) stated in this letter. The amount of fees incurred as of this letter is \$10,000.00, to be paid in addition to any repurchase or cash settlement. Civil penalties may be waived upon meeting of our demand.

Please be advised that your failure to comply with this request within thirty (30) calendar days may subject you to the following remedies, which are available for a violation of the CLRA: (1) the actual damages suffered; (2) an order enjoining you from such methods, acts or practices; (3) restitution; (4) punitive damages; (5) any other relief which the court deems proper; and (6) court costs and attorneys' fees.

Very truly yours,



Steven L. Marchbanks, Esq.

# PREMIER LEGAL CENTER, A.P.C.

STEVEN L. MARCHBANKS  
steve@premierlegalcenter.com  
Licensed in CA

www.PremierLegalCenter.com  
1055 Torrey Pines Road, Suite 205  
La Jolla, CA 92037  
Phone Number: (619) 235-0137  
Fax: (619) 235-3300

## VEHICLE REPAIR HISTORY

Client: [REDACTED]	Vehicle: 2013 Ford Flex SE VIN: [REDACTED]
--------------------	---

Date	Mileage	Shop Days	Invoice	Complaint - Remedy
1/13/20	92659	1	50274	Overheating, replace water pump assembly Replace timing cover gasket
2/5/18	66225	10	674252	Replace rear door panel Replace door latch assemblies
8/13/15	32228	1	610080	Replace door molding Replace rear shock absorbers Seat track loose, unresolved
				Additional undocumented repairs for more door panel issues, transmission issues and electronics (radio) issues.



CUSTOMER #: [REDACTED]

\*INVOICE\*

SAN MARCOS, CA [REDACTED]

PAGE 1

HOME:

CONT: [REDACTED]

BUS:

CELL: [REDACTED]

SERVICE ADVISOR: 3281 ALEX PEREZ

450 West Vista Way  
Vista, CA 92083  
(888) 945-9900 · Fax (760) 945-9545  
www.northcountyford.com

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
	13	FORD FLEX	[REDACTED]		32228/32228	T6299	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			17:00 13AUG15			CASH	13AUG15
R.O. OPENED	READY	OPTIONS:					
07:59 13AUG15	16:18 13AUG15						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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A CUSTOMER STATES WHILE DRIVING ON THE FREEWAY THE PILLAR PANEL FLEW OFF THE CAR ON THE RIGHT SIDE. ALSO MADE 2 SMALL DENTS. BE

CAUSE: 7420554/01

999A ADDITIONAL - MISC. REPAIRS - L  
3557 COSTANZO, DAVID LIC#: 3557  
W94

1 BA8Z\*7420554\*AA MOULDING - DOOR OUTSIDE  
OSP/KGF

(N/C)  
(N/C)

FC: B63 33  
PART#: BA8Z\*7420554\*AA  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
008687

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
32228 7420554/01 999A .2 0.20 FOUND RIGHT FRONT DOOR OUTER TRIM MISSING. CLEANED OFF ADHESIVE AND INSTALLED NEW TRIM.

B CUSTOMER STATES RADIO STATES RADIO DOES NOT SHUT OFF AFTER DOOR IS OPENED CHECK AND ADVISE

CAUSE: 10D885/04

121108A Reprogram The FCDIM Includes Time To Clear Codes After Rep  
3557 COSTANZO, DAVID LIC#: 3557  
W94

(N/C)

FC: A16 42  
PART#: 14D212  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
008687

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE B: 0.00  
32228 10D885/04 121108A 0.40 VERIFIED CUSTOMER CONCERN. REPROGRAMMED FCDIM PER TSB TO CORRECT

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.	MISSION STATEMENT  "YOU CAN COUNT ON US"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
We accept all major credit cards		\$	\$	LABOR AMOUNT	
Service and Parts Dept Hours Monday thru Friday 7:00 am - 7:00 pm Saturday 8:00 am - 5:00 pm		I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		PARTS AMOUNT	
NORTH COUNTY FORD YOU CAN COUNT ON US		X _____ CUSTOMER SIGNATURE		GAS, OIL, LUBE	
		CUSTOMER SIGNATURE		SUBLET AMOUNT	
			HAZ MAT/MISC. CHG.		
			TOTAL CHARGES		
			LESS INS./ADJ.		
			SALES TAX		
			PLEASE PAY THIS AMOUNT		

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555

CUSTOMER COPY



CUSTOMER #: [REDACTED]

\*INVOICE\*

SAN MARCOS, CA

PAGE 2

HOME:  
BUS:

CONT: [REDACTED]  
CELL: [REDACTED]

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SERVICE ADVISOR: 3281 ALEX PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
	13	FORD FLEX	[REDACTED]		32228/32228	T6299	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DE			17:00 13AUG15			CASH	13AUG15
R.O. OPENED	READY	OPTIONS:					
07:59 13AUG15	16:18 13AUG15						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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C CUSTOMER STATES THAT THE REAR SHOCKS ARE LEAKING CHECK AND ADVISE  
CAUSE: 18125/42

18125A SHOCK ABSORBER - REAR - REMOVE AND INSTALL  
OR REPLACE (18125) - L  
3557 COSTANZO, DAVID LIC#: 3557  
W94

(N/C)  
(N/C)

1 DA8Z\*18125\*A SHOCK ABSORBER ASY  
WR 08/13/15

FC: L90 D1  
PART#: DA8Z\*18125\*A  
COUNT:  
CLAIM TYPE:  
AUTH CODE:  
008687

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE C: 0.00  
32228 18125/42 18125A .6 0.60 FOUND RIGHT REAR SHOCK LEAKING.  
REPLACED SHOCK TO CORRECT.

D CUSTOMER STATES RIGHT FRONT SEAT TRACK COVER LOOSE CHECK AND ADVISE  
SOP YOUR VEHICLE REQUIRES ADDITIONAL PARTS FOR  
REPAIR, YOUR PARTS HAVE BEEN ORDERED, AND  
YOU WILL BE CONTACTED BY YOUR SERVICE  
ADVISOR WHEN THEY ARRIVE.

3557 COSTANZO, DAVID LIC#: 3557  
CF

0.00 0.00

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE D: 0.00  
32228 VERIFIED CUSTOMER CONCERN, FOUND LOOSE SEAT TRACK COVER  
BOTTOM. SPECIAL ORDERED PARTS.

E RENTAL  
CAUSE:

RENTAL RENTAL  
3557 COSTANZO, DAVID LIC#: 3557  
W94

(N/C)

UNLESS OTHERWISE NOTED. ALL PARTS ARE NEW.  We accept all major credit cards  Service and Parts Dept Hours Monday thru Friday 7:00 am - 7:00 pm Saturday 8:00 am - 6:00 pm  	MISSION STATEMENT  "YOU CAN COUNT ON US"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
				LABOR AMOUNT	
				PARTS AMOUNT	
				GAS, OIL, LUBE	
				SUBLET AMOUNT	
				HAZ MAT/MISC. CHG.	
				TOTAL CHARGES	
				LESS INS./ADJ.	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269      EPA# CAL 000130555  
CUSTOMER COPY

CUSTOMER #: [REDACTED]

\*INVOICE\*



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SAN MARCOS, CA [REDACTED]

PAGE 3

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 3281 ALEX PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
	13	FORD FLEX	[REDACTED]		32228/32228	T6299	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DE			17:00 13AUG15			CASH	13AUG15
R.O. OPENED		READY		OPTIONS:			
07:59 13AUG15		16:18 13AUG15					

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

008687

SUBL RENTAL PO#396931

W94

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE E:	(N/C) 0.00
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F MULTI POINT INSPECTION INCLUDES VISUAL INSPECTION OF HOSES, BELTS, LIGHTING, BATTERY CONNECTIONS AND CONDITION, BRAKE INSPECTION, SHOCKS, EXHAUST, CV JOINTS, STEERING AND LINKAGES, INSPECT AIR FILTER(S), INSPECT TIRES AND ADJUST PRESSURES TO SPEC.

99P MULTI POINT INSPECTION INCLUDES VISUAL INSPECTION OF HOSES, BELTS, LIGHTING, BATTERY CONNECTIONS AND CONDITION, BRAKE INSPECTION, SHOCKS, EXHAUST, CV JOINTS, STEERING AND LINKAGES, INSPECT AIR FILTER(S), INSPECT TIRES AND ADJUST PRESSURES TO SPEC.

3557 COSTANZO, DAVID LIC#: 3557

CF

0.00 0.00

GBATT BATTERY TESTED GOOD

3557 COSTANZO, DAVID LIC#: 3557

CF

0.00 0.00

GTIRE 7/32 AND OVER

3557 COSTANZO, DAVID LIC#: 3557

CF

0.00 0.00

GBK BRAKE MEASUREMENTS 6MM OR GREATER

3557 COSTANZO, DAVID LIC#: 3557

CF

0.00 0.00

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE F:	0.00
--------	------	--------	------	--------	------	---------------	------

32228 GTIRE, GBK, GBATT

\*\*\*\*\*

G \*\*PER CALIFORNIA REGULATIONS, CHECK AND INFLATE TIRES TO RECOMMENDED

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.  We accept all major credit cards  Service and Parts Dept Hours Monday thru Friday 7:00 am - 7:00 pm Saturday 8:00 am - 5:00 pm  	<b>MISSION STATEMENT</b>  <b>"YOU CAN COUNT ON US"</b>	ORIGINAL ESTIMATE \$	AUTHORIZED ADDITIONS \$	DESCRIPTION	TOTALS
		I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		LABOR AMOUNT	
				PARTS AMOUNT	
				GAS, OIL, LUBE	
				SUBLET AMOUNT	
				HAZ MAT/MISC. CHG.	
				TOTAL CHARGES	
				LESS INS./ADJ.	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269

FPA# CAL 000130555

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CUSTOMER #: [REDACTED]

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SAN MARCOS, CA [REDACTED]

PAGE 4

HOME: [REDACTED]

CONT: [REDACTED]

BUS: [REDACTED]

CELL: [REDACTED]

SERVICE ADVISOR: 3281 ALEX PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
	13	FORD FLEX	[REDACTED]		32228/32228	T6299	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DE			17:00 13AUG15			CASH	13AUG15
R.O. OPENED	READY	OPTIONS:					
07:59 13AUG15	16:18 13AUG15						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
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TIRE PRESSURES AND RECORD FINAL READINGS\*\*  
 TIREP \*\*PER CALIFORNIA REGULATIONS, CHECK AND  
 INFLATE TIRES TO RECOMMENDED TIRE PRESSURES  
 AND RECORD FINAL READINGS\*\*  
 3557 COSTANZO, DAVID LIC#: 3557

PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE G:	0.00
32228 35 PSI							

EST: 0.00                      13AUG15 07:59    SA: 3281

BAR # ARD185269  
EPA # CAL000130555

DIRECT LINE INTO SERVICE 1-888-945-9900  
THANK YOU FOR CHOOSING NORTH COUNTY FORD  
IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL  
CUSTOMER RELATIONS @ 1-888-258-3613

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.  We accept all major credit cards	MISSION STATEMENT  "YOU CAN COUNT ON US"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
		I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		LABOR AMOUNT	0.00
Service and Parts Dept Hours Monday thru Friday 7:00 am - 7:00 pm Saturday 8:00 am - 5:00 pm	NORTH COUNTY FORD VISTA YOU CAN COUNT ON US!	X _____ CUSTOMER SIGNATURE		PARTS AMOUNT	0.00
		CUSTOMER SIGNATURE		GAS, OIL, LUBE	0.00
				SUBLET AMOUNT	0.00
				HAZ MAT/MISC. CHG.	0.00
				TOTAL CHARGES	0.00
				LESS INS./ADJ.	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269                      EPA # CAL 000130555  
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CUSTOMER #: [REDACTED]

\*INVOICE\*



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SAN MARCOS, CA [REDACTED]

PAGE 1

HOME:

CONT: [REDACTED]

BUS:

CELL: [REDACTED]

SERVICE ADVISOR: 3281 ALEX PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/OUT	TAG	
	13	FORD FLEX	[REDACTED]		35783/35783	T9778	
DEL DATE	PROD DATE	WARR EXP	PROMISED	PO NO	RATE	PAYMENT	INV DATE
01JAN13 DD			17:00 16NOV15			CASH	18NOV15

R.O. OPENED: [REDACTED] READY: [REDACTED] OPTIONS:

08:37 16NOV15 13:43 18NOV15

LINE OPCODE TECH TYPE HOURS LIST NET TOTAL

A CUSTOMER STATES ENGINE CRANKS OVER SLOWLY CHECK AND ADVISE

S108 ELECTRICAL

3733 NOWKA, RICK LIC#: 3733

W94

(N/C)

1 BXT\*65\*650 BATTERY

(N/C)

WR 11/16/15

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

35783 TESTED BATTERY WITH WARRANTY TESTER, BATTERY FAILED TEST,

REPLACED PER WARRANTY DTC CODE P046 VKMO ACES CODE FC5EE

\*\*\*\*\*

B CUSTOMER CHECK REAR BACK UP SENSORS FOR PROPER OPERATION

CAUSE:

S108 ELECTRICAL

3733 NOWKA, RICK LIC#: 3733

W94

(N/C)

FC: PART#: COUNT:

CLAIM TYPE:

AUTH CODE:

005433

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

35783 BACK UP SENSORS ARE OPERATING AS DESIGNED AT THIS TIME

\*\*\*\*\*

C CUSTOMER STATES TRANSMISSION STUDDERING ON ACCELERATION CHECK AND

ADVISE.

S111 TRANSMISSION AND DRIVELINE

3544 LEE, ROBERT LIC#: 3544

CF

0.00 0.00

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

35783 TEST DRIVE THE VEHICLE TO VERIFY THE CUSTOMERS CONCERN THERE

ARE NO WARNING LIGHTS ON IN THE DASH, NO CODES IN CMDTCS FOR THE

TRANSMISSION, THE TRANSMISSION FLUID LEVEL IS FULL, PERFORMED

TRANSMISSION DIAGNOSTICS. TRANSMISSION NOW SHIFTING PER SPECIF

IF TRANSMISSION CONCERN RETURNS. CUSTOMER ASKED TO RETURN FOR

DIAGNOSTICS.

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.

We accept all major credit cards

Service and Parts Dept Hours  
Monday thru Friday 7:00 am - 7:00 pm  
Saturday 8:00 am - 5:00 pm



MISSION STATEMENT

"YOU CAN COUNT ON US"

ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	AMOUNT
4	3	LABOR AMOUNT	
		PARTS AMOUNT	
		GAS, OIL, LUBE	
		SUBLET AMOUNT	
		HAZ MAT/MISC. CHG.	
		TOTAL CHARGES	
		LESS INS./ADJ.	
		SALES TAX	
		PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555

CUSTOMER COPY

CUSTOMER #: [REDACTED]

\*INVOICE\*



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SAN MARCOS, CA 92078

PAGE 2

HOME:

CONT: [REDACTED]

BUS:

CELL: [REDACTED]

SERVICE ADVISOR: 3281 ALEX PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILCAGE IN/ OUT	TAG	
	13	FORD FLEX	[REDACTED]		35783/35783	T9778	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			17:00 16NOV15			CASH	18NOV15
R.O. OPENED	READY	OPTIONS:					
08:37 16NOV15	13:43 18NOV15						

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

D CUSTOMER STATES PASSENGER RIGHT FRONT SEAT TRACK COVER FELL OFF CHECK AND ADVISE

S105 TRIM

3733 NOWKA,RICK LIC#: 3733  
W94

1 8A8Z\*7461748\*AC COVER - SEAT TRACK  
WR 11/18/15

(N/C)  
(N/C)

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

35783 999A 0.20 VERIFIED CUSTOMER CONCERN. FOUND RIGHT FRONT SEAT COVER IMPROPER FIT. REPLACED RIGHT FRONT COVER. CUSTOMER CONCERN CORRECTED

\*\*\*\*\*

E RENTAL

RENTAL RENTAL

9991 MISC TECH LIC#: 4~  
CF

0.00 0.00

SUBL RENTAL PO#401976

ISPA

(N/C)

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE E: 0.00

\*\*\*\*\*

F MULTI POINT INSPECTION INCLUDES VISUAL INSPECTION OF HOSES, BELTS, LIGHTING, BATTERY CONNECTIONS AND CONDITION, BRAKE INSPECTION, SHOCKS, EXHAUST, CV JOINTS, STEERING AND LINKAGES, INSPECT AIR FILTER(S), INSPECT TIRES AND ADJUST PRESSURES TO SPEC.

99P MULTI POINT INSPECTION INCLUDES VISUAL INSPECTION OF HOSES, BELTS, LIGHTING, BATTERY CONNECTIONS AND CONDITION, BRAKE INSPECTION, SHOCKS, EXHAUST, CV JOINTS, STEERING AND LINKAGES, INSPECT AIR FILTER(S), INSPECT TIRES AND ADJUST PRESSURES TO SPEC.

3733 NOWKA,RICK LIC#: 3733  
CF

0.00 0.00

GBATT BATTERY TESTED GOOD

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW.  We accept all major credit cards	MISSION STATEMENT  "YOU CAN COUNT ON US"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
		I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		LABOR AMOUNT	
Service and Parts Dept Hours Monday thru Friday 7:00 am - 7:00 pm Saturday 8:00 am - 5:00 pm	NORTH COUNTY FORD VISTA YOU CAN COUNT ON US!	X _____ CUSTOMER SIGNATURE		PARTS AMOUNT	
		CUSTOMER SIGNATURE		GAS, OIL, LUBE	
				SUBLET AMOUNT	
				HAZ MAT/MISC. CHG.	
				TOTAL CHARGES	
				LESS INS./ADJ.	
				SALES TAX	
				PLEASE PAY THIS AMOUNT	

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555  
CUSTOMER COPY

CUSTOMER #: [REDACTED]

\*INVOICE\*



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SAN MARCOS, CA [REDACTED]  
HOME: [REDACTED]  
BUS: [REDACTED]

PAGE 3

SERVICE ADVISOR: 3281 ALEX PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
	13	FORD FLEX	[REDACTED]		35783/35783	T9778	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DD			17:00 16NOV15			CASH	18NOV15
R.O. OPENED	READY	OPTIONS:					
08:37 16NOV15	13:43 18NOV15						

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
				3733 NOWKA, RICK LIC#: 3733			
				CF		0.00	0.00
				YBK BRAKE MEASUREMENTS ARE BETWEEN 3MM & 5MM			
				3733 NOWKA, RICK LIC#: 3733			
				CF		0.00	0.00
				GTIRE 7/32 AND OVER			
				3733 NOWKA, RICK LIC#: 3733			
				CF		0.00	0.00
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE F:						0.00	0.00

35783 0.20 B BATT, Y FRONT BRAKES AT 5-6MM G REAR AT 8MM, G TIRES AT 9/32 FRONT 11/32 REAR, RECOMMEND NEW BATTER BE INSTALLED

G. \*\*PER CALIFORNIA REGULATIONS, CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS\*\*  
TIREP \*\*PER CALIFORNIA REGULATIONS, CHECK AND INFLATE TIRES TO RECOMMENDED TIRE PRESSURES AND RECORD FINAL READINGS\*\*

3733 NOWKA, RICK LIC#: 3733						0.00	0.00
CF							
PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE G:						0.00	0.00

35783 0.20 SET TO SPEC

EST: 0.00 16NOV15 08:37 SA: 3281

BAR # ARD185269  
EPA # CAL000130555

DIRECT LINE INTO SERVICE 1-888-945-9900  
THANK YOU FOR CHOOSING NORTH COUNTY FORD  
IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL  
CUSTOMER RELATIONS @ 1-888-258-3613

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW. We accept all major credit cards	MISSION STATEMENT  "YOU CAN COUNT ON US"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
		ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		LABOR AMOUNT	0.00
Service and Parts Dept Hours Monday thru Friday 7:00 am - 7:00 pm Saturday 8:00 am - 5:00 pm	NORTH COUNTY FORD YOU CAN COUNT ON US!	X _____ CUSTOMER SIGNATURE		PARTS AMOUNT	0.00
		CUSTOMER SIGNATURE		GAS, OIL, LUBE	0.00
				SUBLET AMOUNT	0.00
				HAZ MAT/MISC. CHG.	0.00
				TOTAL CHARGES	0.00
				LESS INS./ADJ.	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA # CAL 000130555  
CUSTOMER COPY

CUSTOMER #: [REDACTED]

INVOICE



450 West Vista Way  
Vista, CA 92083  
(888) 945-9900 · Fax (760) 945-9545  
www.northcountyford.com

SAN MARCOS, CA

PAGE 1

HOME: [REDACTED] CONT: [REDACTED]  
BUS: [REDACTED] CELL: [REDACTED]

SERVICE ADVISOR: 3281 ALEX PEREZ

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG	
	13	FORD FLEX	[REDACTED]		65034/65034	T3578	
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN13 DE			17:00 06JAN18		135.00	CASH	05FEB18

R.O. OPENED	READY	OPTIONS:
07:48 06JAN18	15:19 05FEB18	

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

A CS CUSTOMER STATES FRONT PASSANGER DOOR DOESNT LOCK DOORS WHEN CAR IS IN MOTION, REAR RIGHT PASSANGER DOOR ISN'T LATCHING AS WELL. PLEASE CHECK AND ADVISE (THERE IS NO RECALL FOR LATCHES ON THIS VEHICLE) CHECK AND ADVISE

CAUSE: .  
CS CS CUSTOMER STATES FRONT PASSANGER DOOR DOESNT LOCK DOORS WHEN CAR IS IN MOTION, REAR RIGHT PASSANGER DOOR ISN'T LATCHING AS WELL. PLEASE CHECK AND ADVISE (THERE IS NO RECALL FOR LATCHES ON THIS VEHICLE) Check and advise

3602 MENDOZA, ISMAEL LIC#: 3602  
CF

PARTS: 0.00 LABOR: 0.00 OTHER: 0.00 TOTAL LINE A: 0.00  
65034 VERIFIED CONCERN WILL REPLACE LATCHES UNDER P18 GOODWILL PROGRAM.

\*\*\*\*\*

EST: 0.00 06JAN18 07:48 SA: 3281

BAR # ARD185269  
EPA # CAL000130555

DIRECT LINE INTO SERVICE 1-888-945-9900  
THANK YOU FOR CHOOSING NORTH COUNTY FORD  
IF YOU HAVE QUESTIONS OR CONCERNS PLEASE CALL  
CUSTOMER RELATIONS @ 1-888-258-3613

UNLESS OTHERWISE NOTED, ALL PARTS ARE NEW. We accept all major credit cards	MISSION STATEMENT  "YOU CAN COUNT ON US"	ORIGINAL ESTIMATE	AUTHORIZED ADDITIONS	DESCRIPTION	TOTALS
		\$	\$	LABOR AMOUNT	0.00
Service and Parts Dept Hours Monday thru Friday 7:00 am - 7:00 pm Saturday 8:00 am - 5:00 pm	NORTH COUNTY FORD VISTA YOU CAN COUNT ON US	I ACKNOWLEDGE NOTICE AND ORAL APPROVAL OF AN INCREASE IN THE ORIGINAL ESTIMATED PRICE.		PARTS AMOUNT	0.00
		X	CUSTOMER SIGNATURE	GAS, OIL, LUBE	0.00
			CUSTOMER SIGNATURE	SUBLET AMOUNT	0.00
				HAZ MAT/MISC. CHG.	0.00
				TOTAL CHARGES	0.00
				LESS INS./ADJ.	0.00
				SALES TAX	0.00
				PLEASE PAY THIS AMOUNT	0.00

NOTICE TO CONSUMER: PLEASE READ IMPORTANT INFORMATION ON BACK

BAR # ARD185269 EPA# CAL 000130555

CUSTOMER COPY

# VEHICLE REPORT CARD



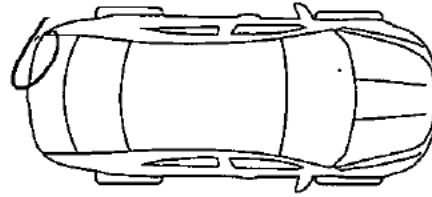
FORD SERVICE

MULTI-POINT INSPECTION AS RECOMMENDED BY FORD MOTOR COMPANY

Date: 11/15/15 RO/Tag # \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Year/Make/Model: 13 Flex  
 VIN #: \_\_\_\_\_ Plate #: \_\_\_\_\_  
 Odometer: 35783 Inspect. Month: \_\_\_\_\_  
 Owner Advantage Rewards\* #: \_\_\_\_\_ Service Balance: \_\_\_\_\_  
 Ford Extended Service Plan:  YES  NO  
 SYNC\* MyFord Touch version current:  YCU  NU  N/A

LEGEND  May contribute to vehicle efficiency and promote a greener environment  
 Checked and OK at this time  May require future attention  Requires immediate attention

### EXTERIOR BODY



Note any existing exterior body damage or defects on diagram

### SYSTEMS/COMPONENTS

#### LIGHTS / WINDSHIELD

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Operation of horn, interior lights, exterior lamps, turn signals, hazard and brake lamps	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Windshield for cracks, chips and pitting	<input type="checkbox"/>

#### BELTS / HOSES / MOUNTS

<input checked="" type="checkbox"/>	<input type="checkbox"/>	HVAC system and hoses / lines for leaks and/or damage	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Engine Cooling System, radiator, hoses and clamps	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Accessory drive belt(s)	<input type="checkbox"/>

#### BRAKE SYSTEM

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brake system (including lines, hoses, and parking brake)	<input type="checkbox"/>
-------------------------------------	--------------------------	--	--------------------------

#### STEERING / SUSPENSION

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shocks / struts and other suspension components for leaks and/or damage	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Steering, steering linkages and ball joints (visual)	<input type="checkbox"/>

#### EXHAUST SYSTEM

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Exhaust system and heat shield (leaks, damage, loose parts)	<input type="checkbox"/>
-------------------------------------	--------------------------	---	--------------------------

#### TRANSMISSION / DRIVE AXLES

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Clutch operation (if equipped)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Constant velocity (CV) drive axle boots (if equipped)	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Drive shaft, transmission, u-joint and shift linkage (if equipped) and lubricate (as needed)	<input type="checkbox"/>

DOE	SERVICED	DOE	SERVICED
<input type="checkbox"/> THE WORKS	<input type="checkbox"/>	<input type="checkbox"/> Engine Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Oil Change & Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/> Engine Coolant	<input type="checkbox"/>
<input type="checkbox"/> Tire Rotation	<input checked="" type="checkbox"/>	<input type="checkbox"/> Transmission Fluid &/or Filter	<input type="checkbox"/>
<input checked="" type="checkbox"/> Multi-Point Inspection	<input checked="" type="checkbox"/>	<input type="checkbox"/> Cabin Air Filter	<input checked="" type="checkbox"/>
<input type="checkbox"/> Fuel Filter	<input type="checkbox"/>	<input type="checkbox"/> Spark Plugs	<input checked="" type="checkbox"/>
<input type="checkbox"/> _____ K Scheduled Maintenance	<input type="checkbox"/>		

\*This is only a partial list of vehicle maintenance items and is NOT all-inclusive. Please consult your Owner's Manual or visit FordOwner.com for vehicle-specific maintenance requirements.

#### FLUID LEVELS

<input type="checkbox"/>	<input type="checkbox"/>	Oil and/or fluid leaks	<input type="checkbox"/>
--------------------------	--------------------------	------------------------	--------------------------

OK	FILL	OK	FILL	OK	FILL
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Engine Oil	Power Steering	Transmission (if equipped with disc)	Window Washer	Coolant Recovery Reservoir	

#### WIPER BLADES

<input type="checkbox"/>	<input type="checkbox"/>	Test Performed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		Front		Rear	

#### BATTERY

State of Health	Battery Condition
0%  100%	<input checked="" type="checkbox"/>
Factory spec cold cranking amps <u>450</u>	Actual cold cranking amps _____

### TIRE / BRAKE WEAR

TIRE TREAD	782 Ford units	432" to 672"	362 Ford units
BRAKE LINING	Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)	3 to 5mm or 4/32" to 7/32" (Disc) or 1.01 to 2mm or 7/32" to 3/32" (Drum)	Over 5mm or 7/32" (Disc) or Over 2mm or 3/32" (Drum)
<input type="checkbox"/> TIRE WEAR INDICATES	<input checked="" type="checkbox"/> LEFT FRONT	<input checked="" type="checkbox"/> RIGHT FRONT	<input checked="" type="checkbox"/> LEFT REAR
<input type="checkbox"/> Alignment check needed	<input type="checkbox"/> Tire Tread Depth <u>4</u> /32" Tire Age _____	<input type="checkbox"/> Tire Tread Depth <u>9</u> /32" Tire Age _____	<input type="checkbox"/> Tire Tread Depth <u>11</u> /32" Tire Age _____
<input type="checkbox"/> Wheel balance needed	<input type="checkbox"/> Tire Wear Pattern / Damage	<input type="checkbox"/> Tire Wear Pattern / Damage	<input type="checkbox"/> Tire Wear Pattern / Damage
<input type="checkbox"/> Brake measurements not taken this service visit	<input type="checkbox"/> Tire Pressure set to factory-recommended PSI	<input type="checkbox"/> Tire Pressure set to factory-recommended PSI	<input type="checkbox"/> Tire Pressure set to factory-recommended PSI
	<input checked="" type="checkbox"/> Brake Lining <u>5-6</u> mm _____ /32"	<input checked="" type="checkbox"/> Brake Lining <u>5-6</u> mm _____ /32"	<input checked="" type="checkbox"/> Brake Lining <u>6</u> mm _____ /32"
	<input checked="" type="checkbox"/> LEFT REAR	<input checked="" type="checkbox"/> RIGHT REAR	<input checked="" type="checkbox"/> SPARE TIRE
	<input type="checkbox"/> Tire Tread Depth <u>4</u> /32" Tire Age _____	<input type="checkbox"/> Tire Tread Depth <u>11</u> /32" Tire Age _____	<input type="checkbox"/> Tire Pressure set _____ Tire Age _____
	<input type="checkbox"/> Tire Wear Pattern / Damage	<input type="checkbox"/> Tire Wear Pattern / Damage	
	<input type="checkbox"/> Tire Pressure set to factory-recommended PSI	<input type="checkbox"/> Tire Pressure set to factory-recommended PSI	
	<input type="checkbox"/> Brake Lining <u>6</u> mm _____ /32"	<input type="checkbox"/> Brake Lining <u>6</u> mm _____ /32"	

NOTE: Tires should be replaced after 6 years regardless of tread wear, including the spare, even if it has not been used.

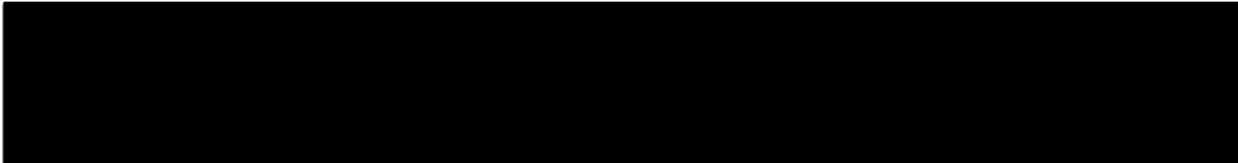
**FordOwner.com**  
One site for all your vehicle needs

Advisor: Perez, Alex  
 Technician: 3733

Customer Signature: \_\_\_\_\_

Customer Copy

Dealer eStore Item #VRC-FORD-ENG, Rev. 05/15  
 ©2015, Ford Motor Company, All Rights Reserved



REGISTRATION CARD VALID FROM:



MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2013	2012	JB	120	11	[REDACTED]
BODY TYPE MODEL	MP	MD				VEHICLE ID NUMBER
4W	G	AH				[REDACTED]
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		STICKER ISSUED
AUTOMOBILE	08/17/19	37	08/17/19	8		[REDACTED]

PR EXP DATE: 12/31/2019

REGISTERED OWNER



AMOUNT PAID  
\$ 228.00

AMOUNT DUE	AMOUNT RECVD
\$ 228.00	CASH :
	CHCK :
	CRDT :

SAN MARCOS  
CA



MEMBER  
NAVY FCU  
PO BX 25109

LEHIGH VALLEY  
PA 18002



**INSTALLMENT SALE CONTRACT - SIMPLE FINANCE CHARGE  
(WITH ARBITRATION PROVISION)**

Dealer Number 24220 Contract Number \_\_\_\_\_ R.O.S. Number \_\_\_\_\_ Stock Number \_\_\_\_\_

Buyer Name and Address (Including County and Zip Code)  <b>SAN MARCOS, CA</b>	Co-Buyer Name and Address (Including County and Zip Code)  N/A N/A	Creditor-Seller (Name and Address)  <b>PERRY FORD OF PCJAY</b> 12740 Poway Road Poway, CA 92064
--	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2020	FORD F150	49	[REDACTED]	Personal, family or household unless otherwise indicated below. <input type="checkbox"/> business or commercial

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE <small>The cost of your credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid after you have made all payments as scheduled.</small>	Total Sale Price <small>The total cost of your purchase on credit, including your down payment of</small>
0.00 %	\$ 0.00 (e)	\$ 3,500.00	\$ 32,500.00 (e)	\$ 33,017.00 (e)
(e) means an estimate				

YOUR PAYMENT SCHEDULE WILL BE:		
Number of Payments	Amount of Payments	When Payments Are Due
One Payment of	N/A	N/A
One Payment of	N/A	N/A
12/12 Payments	3,500.00	Monthly, Beginning 11/20/20
12/12 Payments	N/A	Monthly, Beginning N/A
One Final Payment	N/A	N/A
N/A	N/A	N/A

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.  
**Prepayment.** If you pay off all your debt early, you may be charged a minimum finance charge.  
**Security Interest.** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required payments, and the scheduled date, minimum finance charges, and security interest.

**ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)**

<b>1. Total Cash Price</b>	
A. Cash Price of Motor Vehicle and Accessories	\$ 20,995.00 (A)
1. Cash Price Vehicle	\$ 20,000.00
2. Cash Price Accessories	\$ N/A
3. Other (Nontaxable)	\$ N/A
Describe _____	\$ N/A
Describe _____	\$ N/A
B. Document Processing Charge (not a governmental fee)	\$ 25.00 (B)
C. Emissions Testing Charge (not a governmental fee)	\$ N/A (C)
D. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (D)
E. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (E)
F. (Optional) Theft Deterrent Device (to whom paid)	\$ N/A (F)
G. (Optional) Surface Protection Product (to whom paid)	\$ N/A (G)
H. (Optional) Surface Protection Product (to whom paid)	\$ N/A (H)
I. Sales Tax (on taxable items in A through H)	\$ 4,400.00 (I)
J. Electronic Vehicle Registration or Transfer Charge (not a governmental fee) (to whom paid)	\$ 26.00 (J)
K. (Optional) Service Contract (to whom paid)	\$ N/A (K)
L. (Optional) Service Contract (to whom paid)	\$ N/A (L)
M. (Optional) Service Contract (to whom paid)	\$ N/A (M)
N. (Optional) Service Contract (to whom paid)	\$ N/A (N)
O. (Optional) Service Contract (to whom paid)	\$ N/A (O)
P. Total Cash Price (A through S)	\$ N/A (P)
(see down payment and trade-in calculation)	
Q. (Optional) Gap Contract (to whom paid)	\$ N/A (Q)
R. (Optional) Used Vehicle Contract Cancellation Option Agreement	\$ N/A (R)
S. Other (to whom paid)	\$ N/A (S)
For _____	\$ N/A (S)
<b>Total Cash Price (A through S)</b>	\$ 22,009.31 (1)

STATEMENT OF INSURANCE		
<small>NOTICE. No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.</small>		
Vehicle Insurance	Term	Premium
\$ N/A Ded. Comp., Fire & Theft	12/12 Mos.	\$ N/A
\$ N/A Ded. Collision	12/12 Mos.	\$ N/A
Body Injury \$ N/A Limits	12/12 Mos.	\$ N/A
Property Damage \$ N/A Limits	12/12 Mos.	\$ N/A
Medical	12/12 Mos.	\$ N/A
<b>Total Vehicle Insurance Premiums</b>		\$ N/A (a)

**UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.**  
 You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X  
 Co-Buyer X  
 Seller X

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

**Application for Optional Credit Insurance**

Credit Life:  Buyer  Co-Buyer  Both  
 Credit Disability (Buyer Only)

Credit Life	Term 12/12 Mos.	Exp. 12/12 Mos.	Premium N/A
Credit Disability	12/12 Mos.	12/12 Mos.	\$ N/A
<b>Total Credit Insurance Premiums</b>			\$ N/A (b)

Insurance Company Name \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS.** (Refer to Financial Disclosures for more information.)

(see downpayment and trade-in calculation)

Q. (Optional) Gap Contract (to whom paid) N/A \$ N/A (O)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ N/A (R)

S. Other (to whom paid) N/A For N/A \$ N/A (S)

Total Cash Price (A through S) \$ 33,309.31 (1)

2. Amounts Paid to Public Officials

A. Vehicle License Fees \$ 201.00 (A)

B. Registration/Transfer/Titling Fees \$ 90.00 (B)

C. California Tire Fees \$ 6.75 (C)

D. Other N/A \$ N/A (D)

Total Official Fees (A through D) \$ 307.75 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance column a + b) \$ N/A (3)

4.  State Emissions Certification Fee or  State Emissions Exemption Fee \$ N/A (4)

5. Subtotal (1 through 4) \$ 33,617.06 (5)

6. Total Downpayment

A. Agreed Trade-In Value Yr 2004 Make NISSAN \$ 4,201.92 (A)  
 Model QUEST 2004  
 VIN [REDACTED]

B. Less Prior Credit or Lease Balance (e) \$ 5,084.05 (B)

C. Net Trade-In (A less B) (Indicate if a negative number) \$ 1,062.34 (C)

D. Deferred Downpayment \$ N/A (D)

E. Manufacturer's Rebate \$ 3,440.40 (E)

F. Other N/A \$ N/A (F)

G. Cash \$ N/A (G)

Total Downpayment (C through G) \$ 1,317.06 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) \$ 32,500.00 (7)

**SELLER ASSISTED LOAN**  
 BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED FOR THE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan From: N/A

Amount \$ N/A Finance Charge \$ N/A

Total \$ N/A Payable in N/A installments of \$ N/A

from this loan is shown in item 6D.

**AUTO BROKER FEE DISCLOSURE**  
 If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

Name of autobroker receiving fee, if applicable:

**SELLER'S RIGHT TO CANCEL** If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on assign this contract to a financial institution will apply.

[REDACTED]  
 Co-Buyer

Agreement to Arbitrate: By signing below, you agree that, pursuant to the Arbitration Provision on the reverse side of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the

[REDACTED]

OPTION:  You pay no finance charge if the Amount Financed, item 7, is paid in full on or before 12/31/12, Year 12/31/12. SELLER'S

**THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.**

**WARNING:**  
 YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. YOU UNDERSTAND THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

[REDACTED] X

Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" Credit or Lease Balance shown in 6B or any refund.

[REDACTED]  
 Co-Buyer Signature X

**Notice to buyer:** (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof.

After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change.

reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Buyer is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS** (Refer to "Total Disabilities Not Covered" in your policy for details). You want to buy the credit insurance.

11/28/14  
 Date Buyer Signature [REDACTED] Age [REDACTED]

Date X Co-Buyer Signature [REDACTED] Age [REDACTED]

**OPTIONAL GAP CONTRACT** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A Name of Gap Contract [REDACTED]

I want to buy [REDACTED]

Buyer Signs [REDACTED]

**OPTIONAL SERVICE CONTRACT(S)** You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company N/A  
 Term [REDACTED] Mos. or [REDACTED] Miles [REDACTED]

1L Company [REDACTED]  
 Term [REDACTED] Mos. or N/A Miles [REDACTED]

1M Company N/A  
 Term N/A Mos. or N/A Miles [REDACTED]

1N Company N/A  
 Term N/A Mos. or N/A Miles [REDACTED]

1O Company N/A  
 Term N/A Mos. or N/A Miles [REDACTED]

Buyer X [REDACTED]

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must sign [REDACTED]

Buyer Signs [REDACTED]  
 Co-Buyer Signs [REDACTED]

Payoff Agreement: Seller hereby certifies that the amount shown in 6B is the actual payoff amount of your prior lienholder or lessor. You understand that the amount quoted is an estimate.

Seller agrees to pay the payoff amount shown in 6B to the lienholder or lessor of the trade-in vehicle, or its designee. If the actual payoff amount is more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund to you any coverage Seller receives from your prior lienholder or lessor. Except as stated in the "NOTICE" section, Seller will not be liable for the difference between the actual payoff amount and the Prior Credit or Lease Balance shown in 6B or any refund.

Buyer Signature X \_\_\_\_\_

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change.

Co-Buyer Signature X \_\_\_\_\_

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

**THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION**  
California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 2-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

YOU AGREE TO THE TERMS OF THIS CONTRACT. YOU CONFIRM THAT BEFORE YOU SIGNED THIS CONTRACT, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT. YOU ACKNOWLEDGE THAT YOU HAVE READ BOTH SIDES OF THIS CONTRACT, INCLUDING THE ARBITRATION PROVISION ON THE REVERSE SIDE, BEFORE SIGNING BELOW. YOU CONFIRM THAT YOU RECEIVED A COMPLETELY FILLED-IN COPY WHEN YOU SIGNED IT.

11/28/12 Co-Buyer Signature X \_\_\_\_\_ Date 11/28/12

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X \_\_\_\_\_ Address \_\_\_\_\_

**GUARANTY:** To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) give the Buyer more time to pay one or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing.

Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any demands upon the Buyer.

Guarantor X \_\_\_\_\_ Date 11/28/12 Guarantor X \_\_\_\_\_ Date 11/28/12  
Address \_\_\_\_\_ Address \_\_\_\_\_

Seller Signs PERRY FORD OF POWAY Date 11/28/12 By X \_\_\_\_\_

**LAW** FORM NO. 553-CA-ARB (REV. 7.12) U.S. PATENT NO. 0460,712  
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CUSTOMER/TRUTH IN LENDING COPY

**Service of Process  
Transmittal**

09/14/2020

CT Log Number [REDACTED]

**TO:** Chris Dzbanski  
Ford Motor Company  
1 American Rd Whq 421-E6  
Dearborn, MI 48126-2701

**RE: Process Served in California**


**FOR:** Ford Motor Company (Domestic State: DE)

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

**TITLE OF ACTION:** [REDACTED], etc., Pltf. vs. Ford Motor Company, etc., et al., Dfts.  
**DOCUMENT(S) SERVED:** Summons, Complaint, Notice(s), Attachment(s)  
**COURT/AGENCY:** San Diego County - Superior Court - San Diego, CA  
Case # [REDACTED]  
**NATURE OF ACTION:** Product Liability Litigation - Lemon Law - 2013 Ford Flex SE, VIN:  
[REDACTED]  
**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Los Angeles, CA  
**DATE AND HOUR OF SERVICE:** By Process Server on 09/14/2020 at 03:00  
**JURISDICTION SERVED :** California  
**APPEARANCE OR ANSWER DUE:** Within 30 days after service (Document(s) may contain additional answer dates)  
**ATTORNEY(S) / SENDER(S):** Steven L. Marchbanks  
Premier Legal Center, A.P.C.  
1055 Torrey Pines Rd., Ste. 205  
La Jolla, CA 92037  
619-235-3200  
**ACTION ITEMS:** CT has retained the current log, Retain Date: 09/15/2020, Expected Purge Date:  
09/20/2020  
Image SOP  
Email Notification, Chris Dzbanski cdzbank@ford.com  
**SIGNED:** C T Corporation System  
**ADDRESS:** 1999 Bryan St Ste 900  
Dallas, TX 75201-3140  
**For Questions:** 877-564-7529  
MajorAccountTeam2@wolterskluwer.com

## PROCESS SERVER DELIVERY DETAILS

**Date:** Mon, Sep 14, 2020  
**Server Name:** Douglas Forrest  
**Location:** Los Angeles, CA

Entity Served FORD MOTOR COMPANY  
Agent Name C T CORPORATION SYSTEM  
Case Number   
Jurisdiction CA



**SUMMONS**  
**(CITACION JUDICIAL)**

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

2020 AUG 24 AM 9:52

CLERK - SUPERIOR COURT  
SAN DIEGO COUNTY, CA

COPY

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

FORD MOTOR COMPANY, a corporation, and DOES I through IO,  
inclusive,

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

[REDACTED], an individual,

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

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

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

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

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

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

The name and address of the court is:  
(El nombre y dirección de la corte es) San Diego Superior Court-Hall of Justice  
330 W. Broadway  
San Diego, CA 92101

CASE NUMBER:  
(Número del Caso)  
[REDACTED]

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Steven L. Marchbanks, 1055 Torrey Pines Rd, Ste. 205 La Jolla, CA 92037, (619) 235-3200

DATE: AUG 25 2020 Clerk, by M. David Deputy  
(Fecha) (Secretario) (Adjunto)

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

(SEAL)

COPY

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

1.  as an individual defendant.

2.  as the person sued under the fictitious name of (specify):

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

under:  CCP 416.10 (corporation)  CCP 416.60 (minor)

CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)

CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)

other (specify):

4.  by personal delivery on (date): 9/14/20

COPY

1 Steven L. Marchbanks, Esq., Bar No. 214686  
2 PREMIER LEGAL CENTER, A.P.C.  
3 1055 Torrey Pines Rd. Ste. 205  
4 La Jolla, CA 92037  
5 Telephone: (619) 235-3200  
6 Facsimile: (619) 235-3300

FILED  
AUG 24 2020  
SAN DIEGO COUNTY, CA

7 Attorney for Plaintiff:  
8 [REDACTED]

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
10 COUNTY OF SAN DIEGO

11 [REDACTED], an individual,

) CASE NO: [REDACTED]

12 Plaintiff,

) PLAINTIFF' COMPLAINT

13 v.

) 1. Breach of Express Warranty (Song-  
Beverly Consumer Warranty Act, *Civil Code*  
§1791)

14 FORD MOTOR COMPANY, a  
15 corporation, and DOES 1 through 10,  
16 inclusive,

) 2. Breach of Implied Warranty (Song-  
Beverly Consumer Warranty Act, *Civil Code*  
§1791)

17 Defendants.

) 3. Breach of Express Warranty  
(Magnusson-Moss Warranty Act)

) 4. Breach of Implied Warranty  
(Magnusson-Moss Warranty Act)

18  
19  
20  
21  
22  
23  
24 Plaintiff [REDACTED], an individual, (referred to herein as "Plaintiff") files this Complaint  
25 and alleges as follows:

26 THE PARTIES

- 27 1. Plaintiff is a resident of the County of San Diego, State of California.  
28 2. Defendant FORD MOTOR COMPANY is a corporation registered and

1 transacting business in the County of San Diego, State of California.

2 3. The true names and capacities of Defendants sued herein under *Code of Civil*  
3 *Procedure* Section 474 as DOES 1 through 10, inclusive, are presently unknown to Plaintiff who  
4 will seek to amend this Complaint to include these DOE Defendants when they are identified.

5 4. At all times mentioned in the Complaint, each of the Defendants were agents of  
6 each and every other Defendant. In doing the things alleged in the Complaint, each Defendant  
7 was acting within the course and scope of their agency and was acting with the consent,  
8 permission and authorization of each of the other Defendants.

9 **JURISDICTION AND VENUE**

10 5. This Court has jurisdiction over this action pursuant to the Constitution of the  
11 State of California, Article VI, Section 10, as this case is not a cause given by statute to other  
12 trial courts.

13 6. This Court has jurisdiction over each Defendant pursuant to *Code of Civil*  
14 *Procedure* Section 410.10 by virtue of their extensive business dealings and transactions within  
15 this state. Each Defendant is either a corporation or association organized under the laws of the  
16 State of California, a foreign corporation or association authorized to do business in California,  
17 or does sufficient business, has sufficient minimum contacts with or avails itself of the California  
18 market through the manufacturing, production, promotion, sale, marketing and distribution of  
19 product in California. Exercise of jurisdiction by California courts is permissible under  
20 traditional notions of fair play and substantial justice.

21 8. Venue is proper in this County pursuant to Title 29 of the United States Code,  
22 Chapter 18 Section 1132 and Code of Civil Procedure Section 395 and 395.5 as this is a court of  
23 competent jurisdiction, and the contract for sale of the subject vehicle was entered into in this  
24 County.

25 **GENERAL ALLEGATIONS**

26 9. On or about November 28, 2012, Plaintiff purchased a new 2013 Ford Flex SE,  
27 Vehicle Identification Number [REDACTED] ("Vehicle"), which was manufactured,  
28 distributed and/or sold by Defendant.



1           16. Plaintiff hereby incorporates by reference and re-alleges each of the allegations  
2 contained in the foregoing paragraphs 1 through 15, inclusive, as though fully set forth in this  
3 cause of action.

4           17. The Vehicle is a “new motor vehicle” pursuant to *Civil Code* §1793.22.

5           18. Plaintiff is a “purchaser” as defined under the Song-Beverly Consumer Warranty  
6 Act (*Civil Code* §1791).

7           19. Defendant FORD MOTOR COMPANY is a “manufacturer” and “distributor” as  
8 defined under *Civil Code* §1791.

9           20. Plaintiff’s purchase of the Vehicle was accompanied by an express written  
10 warranty.

11           21. The Vehicle has numerous defects and nonconformities covered by the express  
12 terms of the warranty which manifested within the applicable express warranty period. The  
13 nonconformities substantially impair the use, value and/or safety of the Vehicle to a reasonable  
14 person in Plaintiff’s situation.

15           22. Plaintiff delivered the Vehicle to Defendant and/or its authorized repair facility  
16 for repairs on numerous occasions in attempts to have the existing express warranties satisfied.

17           23. Defendant and/or its authorized repair facilities failed to repair the defects and/or  
18 nonconformities to match the written warranty after a reasonable number of attempts and, as  
19 such, has failed to comply with and breached all applicable warranty requirements.

20           24. Despite its breach of express warranties, Defendant has refused and continues to  
21 refuse to promptly comply with Plaintiff’s demand for a refund or replacement of the Vehicle.

22           25. As a result of Defendant’s failure to remedy the defects as alleged above and  
23 promptly issue a refund or replacement of the Vehicle, Defendant is in breach of its obligations  
24 under the Song-Beverly Consumer Warranty Act.

25           26. Defendant’s continuing breach of its obligations as set forth herein is willful  
26 pursuant to the Song-Beverly Consumer Warranty Act and as such, Defendant is liable to  
27 Plaintiff for civil penalties in an amount to be proven at trial. Defendant is also liable for  
28 Plaintiff’s attorneys’ fees and costs incurred.

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