



07/28/2023

CT Log Number [REDACTED]

Service of Process Transmittal Summary

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

RE: Process Served in Minnesota

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: Attachment(s), Summons, Complaint, Exhibit(s)

COURT/AGENCY: First Judicial District Court, Goodhue County, MN
 Case # None Specified

NATURE OF ACTION: Product Liability Litigation - Lemon Law - 2020 Ford Ecosport, VIN#: [REDACTED]

PROCESS SERVED ON: CT Corporation System, Inc., Saint Paul, MN

DATE/METHOD OF SERVICE: By Process Server on 07/28/2023 at 16:01

JURISDICTION SERVED: Minnesota

APPEARANCE OR ANSWER DUE: Within 20 days after service, exclusive of the day of service

ATTORNEY(S)/SENDER(S): Eric Kaczander
 KROHN & MOSS, LTD.
 1363 Shermer Rd #212
 Northbrook, IL 60062
 312-578-9428

ACTION ITEMS: CT has retained the current log, Retain Date: 07/29/2023, Expected Purge Date: 08/03/2023
 Image SOP

REGISTERED AGENT CONTACT: CT Corporation System, Inc.
 1010 Dale Street N
 Saint Paul, MN 55117
 877-564-7529
 MajorAccountTeam2@wolterskluwer.com

REMARKS: The original document received has a poor image quality

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other

07/28/2023

CT Log Number [REDACTED]

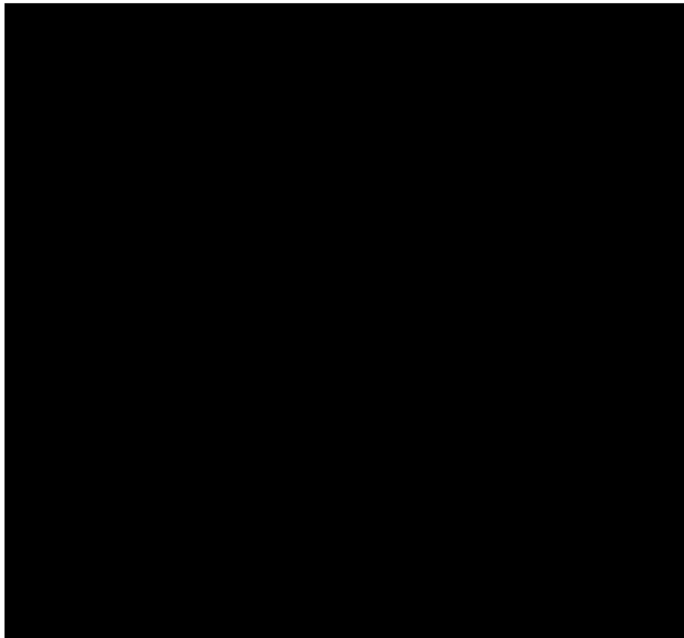
information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: Fri, Jul 28, 2023
Server Name: Drop Service

Entity Served	FORD MOTOR COMPANY
Case Number	
Jurisdiction	MN

Inserts		
	Poor Quality	





Business Record Details »

Minnesota Business Name

Ford Motor Company

Business Type

Business Corporation (Foreign)

MN Statute

303

File Number



Home Jurisdiction

Delaware

Filing Date

03/22/1920

Status

Active / In Good Standing

Renewal Due Date

12/31/2023

Registered Office Address

1010 Dale St N
St Paul, MN 55117-5603
USA

Registered Agent(s)

CT Corporation System Inc

Chief Executive Officer

James Farley
One American Road
Dearborn, MI 48126
USA

Filing History

Filing History

Select the item(s) you would like to order: [Order Selected Copies](#)

<input type="checkbox"/>	Filing Date	Filing	Effective Date
<input type="checkbox"/>	03/22/1920	Amendment - Business Corporation (Foreign)	
<input type="checkbox"/>	03/22/1920	Original Filing - Business Corporation (Foreign)	
<input type="checkbox"/>	03/22/1920	Business Corporation (Foreign) Business Name (Business Name: Ford Motor Company of Delaware)	




State of Minnesota

County
GOODHUE

District Court

Judicial District: FIRST
Court File Number: _____
Case Type: Civil


c/o Krohn & Moss, Ltd., 1363 Shermer Rd.,
Ste. 212, Northbrook, IL 60062

Plaintiff(s)

Summons

vs.

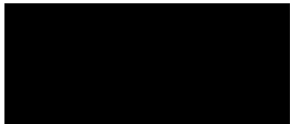
FORD MOTOR COMPANY
c/o RA CT CORPORATION SYSTEM INC.
1010 Dale St. N., St Paul, MN 55117

Defendant(s)

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANT:

You are hereby summoned and required to serve upon Plaintiffs or their Attorney an answer to the complaint which is herewith served upon you within twenty (20) days after service of this summons upon you, exclusive of the day of service. If you fail to do so judgment by default will be taken against you for the relief demanded in the complaint.

Rule 114 of the Minnesota General Rules of Practice provides for use of alternative dispute resolution ("ADR") in most cases. Notice of ADR processes will be provided by the Court Administrator after this action is filed.



Plaintiff's Attorneys' Signature
Eric Kaczander
Print Name
KROHN & MOSS, LTD.
Address
1363 Shermer Rd #212, Northbrook, IL 60062
City/State/Zip
(312) 578-9428
Telephone
ekaczander@consumerlawcenter.com
Email

STATE OF MINNESOTA
COUNTY OF GOODHUE

DISTRICT COURT
FIRST JUDICIAL DISTRICT

[REDACTED]

Plaintiffs,

vs.

FORD MOTOR COMPANY

Defendant.

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Case Type: Civil

COMPLAINT

Case No.:

NOW COME the Plaintiffs, [REDACTED] by
and through their attorneys, KROHN & MOSS, LTD., and for their Complaint against
Defendant, FORD MOTOR COMPANY, allege and affirmatively state as follows:

PARTIES

1. Plaintiffs, [REDACTED] (Plaintiffs”),
are individuals who purchased the vehicle in the State of Minnesota, County of Goodhue.

2. Defendant, FORD MOTOR COMPANY (“Manufacturer”), is a foreign
corporation authorized to do business in the State of Minnesota, County of Goodhue and is
engaged in the manufacture, sale and/or distribution of motor vehicles and related equipment and
services. Manufacturer is also in the business of marketing, supplying and selling written
warranties to the public at large through a system of authorized dealerships, including Zumbrota
Ford Sales, LLC (“Seller”). Manufacturer does business in all counties of the State of Minnesota
including Goodhue County.

VENUE

3. Venue properly lies in the judicial district pursuant to Minn. Stat. § 542.09
because the cause of action or some part thereof arose in Goodhue County, Minnesota.

BACKGROUND

4. On or about October 23, 2020, Plaintiffs purchased from Seller a 2020 Ford Ecosport ("Ecosport"), manufactured by Manufacturer, Vehicle Identification No. [REDACTED] for valuable consideration (See copy of Plaintiffs' Retail Installment Sale Contract, attached hereto as Exhibit "A").

5. The purchase price of the Ecosport totaled \$21,240.00.

6. Plaintiffs aver that as a result of the ineffective repair attempts made by Manufacturer, through its authorized dealership network, the Ecosport cannot and/or was unable to be utilized for personal, family and household use as intended by Plaintiffs at the time of acquisition.

7. In consideration for the purchase of the Ecosport, Manufacturer issued and supplied to Plaintiffs its written warranty which included three (3) year or thirty-six thousand (36,000) mile bumper to bumper coverage, five (5) year or sixty thousand (60,000) mile powertrain coverage as well as other warranties fully outlined in Manufacturer's New Car Warranty booklet.

8. On or about October 23, 2020, Plaintiffs took possession of the Ecosport and shortly hereafter experienced the defect/nonconformity listed below.

9. The defect/nonconformity described below violates Manufacturer's written warranty issued to Plaintiffs as well as the implied warranty of merchantability.

10. Plaintiffs delivered the Ecosport to Manufacturer, through its authorized dealership network, on numerous occasions.

11. Plaintiffs aver that the Ecosport has been subject to repair on multiple occasions for the same defect/nonconformity and that the defect/nonconformity remains uncorrected.

12. Plaintiffs brought the Ecosport to Seller, and/or an authorized service dealer(s) of Manufacturer, for the following defect/nonconformity that includes but is not limited to:

1. Defective engine/electrical system as evidenced by the intermittent illumination of the check engine light; and
2. Any additional defects/nonconformities, whether or not they are contained on any dealer repair orders.

13. Plaintiffs provided Manufacturer, through its authorized dealership network, sufficient opportunities to repair the Ecosport.

14. After a reasonable number of attempts to cure the defect/nonconformity in Plaintiffs' Ecosport, Manufacturer was unable and/or failed to repair the defect/nonconformity as provided in Manufacturer's warranty.

15. Plaintiffs justifiably lost confidence in the Ecosport's safety and/or reliability.

16. Said defect/nonconformity could not have reasonably been discovered by Plaintiffs prior to Plaintiffs' acceptance of the Ecosport.

17. As a result of the defect/nonconformity, Plaintiffs revoked acceptance of the Ecosport in writing.

18. At the time of revocation, the Ecosport was in substantially the same condition as at delivery except for damage caused by its own defect/nonconformity and ordinary wear and tear.

19. Defendant refused Plaintiffs' demand for revocation and has refused to provide Plaintiffs with the remedies to which Plaintiffs are entitled upon revocation.

20. The Ecosport remains in a defective and unmerchantable condition and continues to exhibit the above-mentioned defect/nonconformity.

21. Plaintiffs have been and will continue to be financially damaged due to Defendant's failure to comply with the provisions of its written warranty and its failure to provide Plaintiffs with a merchantable Ecosport.

COUNT I
BREACH OF WRITTEN WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

22. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-21 of this Complaint.

23. Plaintiffs are purchasers of a consumer product who received the Ecosport during the duration of a written warranty period applicable to the Ecosport and who are entitled by the terms of the written warranty to enforce against Manufacturer the obligations of said warranty.

24. Manufacturer is a supplier of a consumer product engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

25. The Magnuson-Moss Warranty Act, Chapter 15 U.S.C.A., Section 2301, et. seq. ("Warranty Act") is applicable to Plaintiffs' Complaint in that the Ecosport was manufactured and purchased after July 4, 1975 and costs in excess of ten dollars (\$10.00).

26. Plaintiffs' purchase of the Ecosport was accompanied by a written factory warranty for any defects in material or workmanship, comprising an undertaking in writing in connection with the purchase of the Ecosport to repair or replace defective parts or take other remedial action free of charge to Plaintiffs with respect to the Ecosport in the event that the Ecosport failed to meet the specifications set forth in Manufacturer's warranty.

27. Manufacturer's warranty was the basis of the bargain of the contract between Plaintiffs and Manufacturer for the sale of the Ecosport to Plaintiffs.

28. Said purchase of Plaintiffs' Ecosport was induced by, and Plaintiffs relied upon, Manufacturer's written warranty.

29. Plaintiffs have met all of Plaintiffs' obligations and preconditions as provided in Manufacturer's written warranty.

30. As a direct and proximate result of Manufacturer's failure to comply with its written warranty, Plaintiffs have suffered damages and in accordance with 15 U.S.C.

§2310(d)(1), Plaintiffs are entitled to bring suit for such damages and other legal and equitable relief.

31. Plaintiffs aver that upon successfully prevailing upon the Warranty Act claim herein, all attorneys' fees are recoverable and are demanded against Manufacturer.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Diminution in value of the Ecosport or incurred and/or needed costs of repair and all incidental and consequential damages;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

COUNT II
BREACH OF IMPLIED WARRANTY
PURSUANT TO THE MAGNUSON-MOSS WARRANTY ACT
MANUFACTURER

32. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-21 of this Complaint.

33. The Ecosport purchased by Plaintiffs was subject to an implied warranty of merchantability as defined in 15 U.S.C. §2301(7) running from Manufacturer to Plaintiffs.

34. Manufacturer is a supplier of consumer goods as a person engaged in the business of making a consumer product directly and/or indirectly available to Plaintiffs.

35. Manufacturer is prohibited from disclaiming or modifying any implied warranty when making a written warranty to the consumer or when Manufacturer has entered into a contract in writing within ninety (90) days of a purchase to perform services relating to the maintenance or repair of a motor vehicle.

36. Pursuant to 15 U.S.C. §2308, Plaintiffs' Ecosport was impliedly warranted to be substantially free of defects in both material and workmanship and hereby fit for the ordinary purpose for which the Ecosport was intended.

37. The Ecosport was warranted to pass without objection in the trade under the contract description and was required to conform to the descriptions of the Ecosport contained in the contracts and labels.

38. The above-described defect/nonconformity in the Ecosport renders the Ecosport un-merchantable and hereby not fit for the ordinary purpose for which the Ecosport was intended and as represented by Manufacturer.

39. As a result of the breach of implied warranty by Manufacturer, Plaintiffs are without the reasonable value of the Ecosport.

40. As a result of the breach of implied warranty by Manufacturer, Plaintiffs have suffered and continue to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. Diminution in value of the Ecosport or incurred and/or needed costs of repair and all incidental and consequential damages;
- b. All reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- c. Such other and further relief that the Court deems just and appropriate.

COUNT III
VIOLATION OF MINNESOTA'S LEMON LAW
MANUFACTURER

41. Plaintiffs re-allege and incorporate by reference as though fully set forth herein, paragraphs 1-21 of this Complaint.

42. Plaintiffs are Consumers as defined by Sec. 325F.665, Subd. 1(a), Minn. Stat.

43. Manufacturer is a Manufacturer as defined by Sec. 325F.665, Subd. 1(b), Minn. Stat.

44. The Ecosport is a Motor Vehicle as defined by Sec. 325F.665, Subd. 1(e), Minn. Stat.

45. The Minnesota Lemon Law, specifically entitled "New motor vehicle warranties; Manufacturer's duty to repair, refund, or replace," Sec. 325F.665, Minn. Stat. (hereinafter "Minnesota Lemon Law), is applicable to Plaintiffs' Complaint in that Plaintiffs purchased the Ecosport within the term of protection afforded by the statute.

46. Plaintiffs took delivery of the Ecosport on or about October 23, 2020.

47. Upon information and belief, the Ecosport has been out of service greater than thirty (30) or more business days during the term of the express warranty or within two (2) years after first delivery and such nonconformity continues to exist.

48. Manufacturer has been given a reasonable number of attempts to conform the Ecosport to its express warranty.

49. Manufacturer received prior direct written notification of the above-mentioned nonconformity on behalf of Plaintiffs and has had an opportunity to correct the alleged nonconformity.

50. Manufacturer is unable to conform the Ecosport to its applicable express warranty.

51. As a result of said nonconformity, Plaintiffs are without the reasonable value of the Ecosport.

52. As a result of said nonconformity, Plaintiffs have suffered and continues to suffer various damages.

WHEREFORE, Plaintiffs pray for judgment against Manufacturer as follows:

- a. A new Ecosport of like model line or otherwise comparable Ecosport as a replacement; or
- b. Repurchase of the Ecosport with a full refund of the purchase price of the Ecosport, including all collateral charges incurred; and
- c. All incidental and consequential damages, reasonable attorneys' fees, witness fees and all court costs and other fees incurred; and
- d. Such other and further relief that the Court deems just and appropriate.

Respectfully Submitted,



Attorney for Plaintiffs

Eric Kaczander
Atty No. 0391980
KROHN & MOSS, LTD.
1363 Shermer Rd., Suite 212
Northbrook, IL 60062
(312) 578-9428
ekaczander@consumerlawcenter.com

EXHIBIT A

