

# ***Krohn & Moss, Ltd.***

*Main Office  
10 N. Dearborn St, 3rd Floor  
Chicago, IL 60602  
www.yourlemonlawrights.com*

*Writer's Direct Number  
(312) 578 9428 Ext. 274  
Writer's Direct Facsimile  
(866) 289 0898  
Writer's Direct E-Mail  
ekaczander@consumerlawcenter.com  
www.yourlemonlawrights.com*

*Writer licensed to practice  
only in:  
Illinois  
Kentucky  
Michigan  
Minnesota  
Missouri  
Ohio*

March 13, 2023

**SENT VIA CERTIFIED MAIL**

**Return Receipt No.:** [REDACTED]

Ford Motor Company  
Customer Relationship Center  
P.O. Box 6248  
Dearborn, MI 48121

**RE:** [REDACTED] **v. Ford Motor Company**

Vehicle: 2020 Ford Ecosport

VIN: [REDACTED]

Dear Sir/Madam:

Please be advised that this office represents the above-named individuals regarding claims against your company pursuant to the State Lemon Law and/or the Federal Magnuson-Moss Warranty Act with regard to the above-listed vehicle. Please direct all future contacts and correspondence to our office.

**Having been formally notified of our representation, you are instructed not to contact our clients under any circumstances. Direct all inquiries to this office. If you fail to act in conformity with this directive, injunctive relief will be sought against you.**

**Pursuant to 15 U.S.C. 2310(d), you are hereby notified that any settlement made with our clients requires payment of our attorneys' fees. If you settle directly with our clients and do not make arrangements for payment of our attorneys' fees, we will file suit against you. In addition, you are hereby notified of our attorneys' lien.**

There is a defect/nonconformity present in my clients' vehicle for which relief is sought and numerous attempts to repair the vehicle have been unsuccessful. The defect/nonconformity 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.

Because of the defect/nonconformity, my clients have justifiably lost confidence in the vehicle. As one court has stated:

For a majority of people the purchase of a new car is a major investment, rationalized by the peace of mind that flows from its dependability and safety. Once their faith is shaken, the vehicle loses not only its real value in their eyes, but becomes an instrument whose integrity is substantially impaired and whose operation is fraught with apprehension. Zabriskie Chevrolet, Inc. v. Smith, 240 A.2d 195.

Concerning the amount of grief a person must endure, one court expressed the consumer's lament in the following manner:

There comes a time when enough is enough – when an automobile purchaser, after having to take his car into the shop for repairs an inordinate number of times and experiencing all of the attendant inconvenience, is entitled to say, "That's all," and revoke, notwithstanding the repeated good faith efforts to fix the car. Rester v. Morrow, 491 So.2d 204.

My clients' repair history clearly shows there was a breach of both written and implied warranties:

Based upon the generally accepted rule that an unsuccessful effort to remedy defects found to exist renders the warrantor liable; the buyer is not bound to allow him the opportunity or permit him to tinker with the article indefinitely in the hope that it may ultimately be made to comply with the warranty. Kure v. Chevrolet Motor Division, 581 P.2d 603.

Therefore, you are hereby notified that my clients are revoking acceptance of this vehicle as the defect/nonconformity listed above constitutes a substantial impairment of the use, value and/or safety of the vehicle. My clients have directed me to demand the cancellation of the contracts and the return of all funds paid towards this vehicle, including any trade-in value given, all collateral charges, finance charges and incidental and consequential damages.

Please be advised that pursuant to Uniform Commercial Code § 2-711(3), my clients have a security interest in the vehicle for return of the amounts described above, plus expenses in handling and inspecting the vehicle. Until you pay this amount, my clients will hold the vehicle and use it to the extent necessary to preserve it, to protect the security interest and to minimize your damages. Moreover, my clients need return of the monies listed above before a substitute vehicle can be acquired. In addition, any attempt by you or your agents to repossess the vehicle will be wrongful and may subject you to liability for conversion and for wrongful repossession under Uniform Commercial Code §§ 9-503 and 9-507, as well as any other applicable remedies.




If the seller or, if applicable, the assignee, or any creditor subject to the FTC Holder Rule has filed a financing statement covering the goods, I demand, pursuant to Uniform Commercial Code § 9-404, that you file a termination statement within ten (10) days to terminate your security interest, and forward a copy to me. Should you elect to make a final attempt to repair the defect/nonconformity, please contact me directly within the next ten (10) days. If I do not hear from you within the stated time, you waive your right to a final repair attempt. Since my clients have revoked acceptance, there is no outstanding secured obligation. If you do not file a termination statement within ten (10) days and cooperate in removing the lien, you may be liable under Uniform Commercial Code § 9-404(1) in the amount of \$100.00, plus any loss caused to my clients by your failure to do so.

To avoid any litigation, my clients request a refund for the defective vehicle plus payment of our attorneys' fees pursuant to the fee-shifting provisions of the State Lemon Law and the Federal Magnuson-Moss Warranty Act. Our attorneys' fees are minimal at this stage and we would prefer to resolve this matter without the need for any more time spent on our part or on the part of your attorneys. A great deal of time, money and effort will be saved by all parties involved with a quick resolution of this claim.

Accordingly, if you wish to resolve this matter amicably, please feel free to contact my office. If the matter has not been resolved within fourteen (14) days from the date of this letter, a lawsuit will be filed.

Sincerely,

  
Eric Kaczander  
Attorney at Law

EK/vd

cc: 

