



CT Corporation
Service of Process Notification

04/14/2025
CT Log Number 548894017

Service of Process Transmittal Summary

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

RE: Process Served in California

FOR: Ford Motor Company (Domestic State: DE)

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

TITLE OF ACTION:

DOCUMENT(S) SERVED:

COURT/AGENCY:

NATURE OF ACTION:

PROCESS SERVED ON:

DATE/METHOD OF SERVICE:

JURISDICTION SERVED:

APPEARANCE OR ANSWER DUE: Within 30 days after service

ATTORNEY(S)/SENDER(S):

ACTION ITEMS:

REGISTERED AGENT CONTACT:

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

disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.

PROCESS SERVER DELIVERY DETAILS

Date: Mon, Apr 14, 2025
Server Name: DROP SERVICE

Entity Served	FORD MOTOR COMPANY
Case Number	[REDACTED]
Jurisdiction	[REDACTED]

Inserts		



SUMMONS

FOR OFFICE USE ONLY

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), 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), the California Courts Online Self-Help Center (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), 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), en el Centro de Ayuda de las Cortes de California, (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.

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:

Auto Tort

- Auto (22)
- Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

- Asbestos (04)
- Product liability (24)
- Medical malpractice (45)
- Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

- Business tort/unfair business practice (07)
- Civil rights (08)
- Defamation (13)
- Fraud (16)
- Intellectual property (19)
- Professional negligence (25)
- Other non-PI/PD/WD tort (35)

Employment

- Wrongful termination (36)
- Other employment (15)

Contract

- Breach of contract/warranty (06)
- Rule 3,740 collections (09)
- Other collections (09)
- Insurance coverage (18)
- Other contract (37)

Real Property

- Eminent domain/inverse condemnation (14)
- Wrongful eviction (33)
- Other real property (26)

Unlawful Detainer

- Commercial (31)
- Residential (32)
- Drugs (38)

Judicial Review

- Asset forfeiture (05)
- Petition re: arbitration award (11)
- Writ of mandate (02)
- Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403)

- Antitrust/Trade regulation (03)
- Construction defect (10)
- Mass tort (40)
- Securities litigation (28)
- Environmental/Toxic tort (30)
- Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment

- Enforcement of judgment (20)

Miscellaneous Civil Complaint

- RICO (27)
- Other complaint (not specified above) (42)

Miscellaneous Civil Petition

- Partnership and corporate governance (21)
- Other petition (not specified above) (43)

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. Large number of separately represented parties
- b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. Substantial amount of documentary evidence
- d. Large number of witnesses
- e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. 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): 3

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

Date: April 7, 2025

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

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.

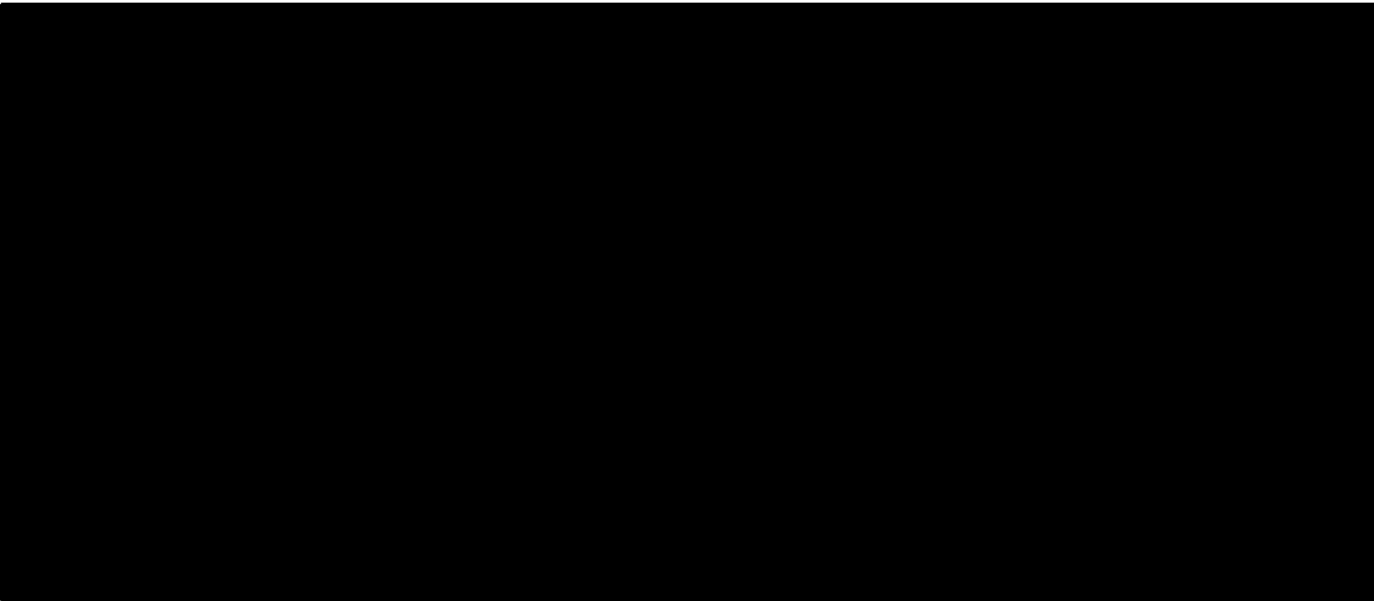
To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3:400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 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

- Auto Tort**
 - Auto (22) - Personal Injury/Property Damage/Wrongful Death
 - Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item, instead of Auto)
- Other PI/PD/W/D (Personal Injury/Property Damage/Wrongful Death) Tort**
 - Asbestos (04)
 - Asbestos Property Damage
 - Asbestos Personal Injury/Wrongful Death
 - Product Liability (not asbestos or toxic/environmental) (24)
 - Medical Malpractice (45)
 - Medical Malpractice - Physicians & Surgeons
 - Other Professional Health Care Malpractice
 - Other PI/PD/W/D (23)
 - Premises Liability (e.g., slip and fall)
 - Intentional Bodily Injury/PD/W/D (e.g., assault, vandalism)
 - Intentional Infliction of Emotional Distress
 - Negligent Infliction of Emotional Distress
 - Other PI/PD/W/D
- Non-PI/PD/W/D (Other) Tort**
 - Business Tort/Unfair Business Practice (07)
 - Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)
 - Defamation (e.g., slander, libel) (13)
 - Fraud (16)
 - Intellectual Property (19)
 - Professional Negligence (25)
 - Legal Malpractice
 - Other Professional Malpractice (not medical or legal)
 - Other Non-PI/PD/W/D Tort (35)
- Employment**
 - Wrongful Termination (36)
 - Other Employment (15)

- Contract**
 - Breach of Contract/Warranty (06)
 - Breach of Rental/Lease
 - Contract (not unlawful detainer or wrongful eviction)
 - Contract/Warranty Breach - Seller Plaintiff (not fraud or negligence)
 - Negligent Breach of Contract/Warranty
 - Other Breach of Contract/Warranty
 - Collections (e.g., money owed, open book accounts) (09)
 - Collection Case - Seller Plaintiff
 - Other Promissory Note/Collections Case
 - Insurance Coverage (not provisionally complex) (18)
 - Auto Subrogation
 - Other Coverage
 - Other Contract (37)
 - Contractual Fraud
 - Other Contract Dispute
- Real Property**
 - Eminent Domain/Inverse Condemnation (14)
 - Wrongful Eviction (33)
 - Other Real Property (e.g., quiet title) (26)
 - Writ of Possession of Real Property
 - Mortgage Foreclosure
 - Quiet Title
 - Other Real Property (not eminent domain, landlord/tenant, or foreclosure)
- Unlawful Detainer**
 - Commercial (31)
 - Residential (32)
 - Drugs (38) (if the case involves illegal drugs, check this item, otherwise report as Commercial or Residential)
- Judicial Review**
 - Asset Forfeiture (05)
 - Petition Re: Arbitration Award (11)
 - Writ of Mandate (02)
 - Writ - Administrative Mandamus
 - Writ - Mandamus on Limited Court Case Matter
 - Writ - Other Limited Court Case Review
 - Other Judicial Review (39)
 - Review of Health Officer Order
 - Notice of Appeal - Labor Commissioner Appeals

- Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3:400-3:403)**
 - Antitrust/Trade Regulation (03)
 - Construction Defect (10)
 - Claims Involving Mass Tort (40)
 - Securities Litigation (28)
 - Environmental/Toxic Tort (30)
 - Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
- Enforcement of Judgment**
 - Enforcement of Judgment (20)
 - Abstract of Judgment (Out of County)
 - Confession of Judgment (non-domestic relations)
 - Sister State Judgment
 - Administrative Agency Award (not unpaid taxes)
 - Petition/Certification of Entry of Judgment on Unpaid Taxes
 - Other Enforcement of Judgment Case
- Miscellaneous Civil Complaint**
 - RICO (27)
 - Other Complaint (not specified above) (42)
 - Declaratory Relief Only
 - Injunctive Relief Only (non-harassment)
 - Mechanics Lien
 - Other Commercial Complaint Case (non-tort/non-complex)
 - Other Civil Complaint (non-tort/non-complex)
- Miscellaneous Civil Petition**
 - Partnership and Corporate Governance (21)
 - Other Petition (not specified above) (43)
 - Civil Harassment
 - Workplace Violence
 - Elder/Dependent Adult Abuse
 - Election Contest
 - Petition for Name Change
 - Petition for Relief From Late Claim
 - Other Civil Petition

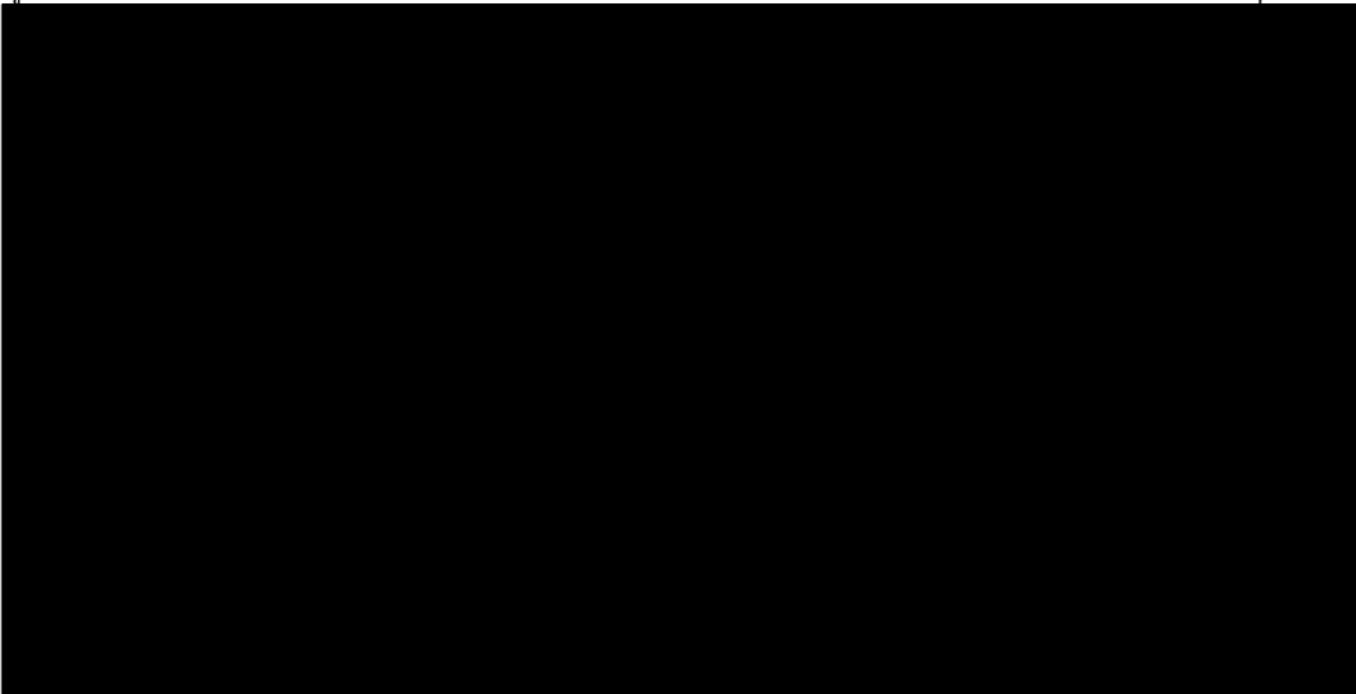


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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

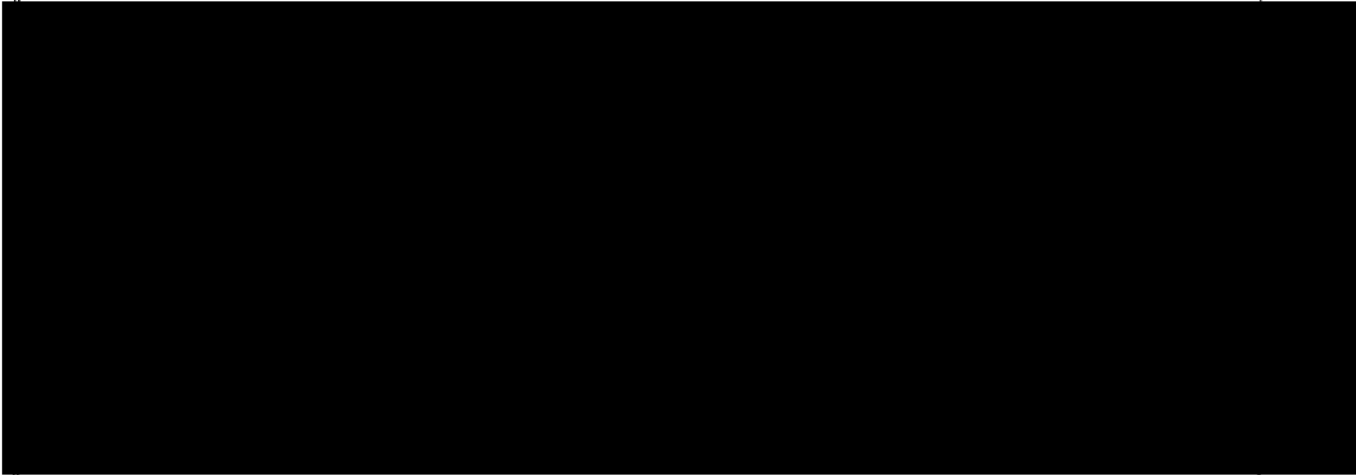


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COMPLAINT

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GENERAL ALLEGATIONS

2. [REDACTED] is a citizen of the State of California, residing in the City of Chula Vista.

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

4. [REDACTED] and was a California Limited Liability Company registered to do business in the State of California with its principal place of business in the City of Chula Vista, State of California.

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

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

7. All acts of corporate employees as alleged were authorized or ratified by an officer, director, or managing agent of the corporate employer.



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1 8. Each Defendant, whether actually or fictitiously named herein, was the principal,
2 agent (actual or ostensible), or employee of each other Defendant, and in acting as such principal
3 or within the course and scope of such employment or agency, took some part in the acts and
4 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief
5 prayed for herein.

6 9. On December 28, 2019, Plaintiff purchased a 2019 Ford Ecosport, having VIN No.:
7 [REDACTED] ("the Subject Vehicle"). The Subject Vehicle, as reflected in the sales
8 contract, has an approximate value of \$41,578.00. These causes of action arise out of warranty and
9 repair obligations of FORD MOTOR COMPANY in connection with a vehicle that Plaintiff
10 purchased and for which FORD MOTOR COMPANY issued a express warranty. The warranty
11 was not issued by the selling dealership.

12 10. FORD MOTOR COMPANY warranted the Subject Vehicle and agreed to preserve
13 or maintain the utility or performance of Plaintiff's vehicle or to provide compensation if there was
14 a failure in such utility or performance. In connection with the purchase, Plaintiff received various
15 warranties, inter alia, a 3-year/36,000 mile express bumper to bumper warranty, a 5-year/60,000
16 mile powertrain warranty which, inter alia, covers the engine and the transmission, as well as
17 various emissions warranties that exceed the time and mileage limitations of the bumper to bumper
18 and powertrain warranties.

19 11. The Subject Vehicle was delivered to Plaintiff with serious defects and
20 nonconformities to warranty and developed other serious defects and nonconformities to warranty
21 including, but not limited to, electrical, emission, engine, suspension, and transmission system
22 defects.

23 12. Plaintiff first presented the Subject Vehicle for repairs on or around June 9, 2022,
24 with approximately 24,713 miles on the odometer, and reported the taillights to be inoperative.
25 Additionally, the left turn signal light exhibited abnormalities.

26 13. On or around June 30, 2022, with approximately 25331 miles on the odometer,
27 Plaintiff presented the Subject Vehicle again and reported the left turn signal light repeatedly
28 exhibiting abnormalities. Additionally, the taillights were repeatedly inoperative.

COMPLAINT



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1 14. Plaintiff presented the Subject Vehicle again in July 2022, with approximately
2 25,360 miles on the odometer, and reported the turn signals exhibiting abnormalities. Additionally,
3 the taillights were inoperative for the third time.

4 15. In August 2022, with approximately 26,348 miles on the odometer, Plaintiff
5 presented the Subject Vehicle again and reported the “Check Engine” light illuminating on the
6 instrument cluster.

7 16. In February 2023, with approximately 30,580 miles on the odometer, Plaintiff
8 presented the Subject Vehicle and reported the turn signals recurrently exhibiting abnormalities.
9 Additionally, the taillights were inoperative for the fourth time.

10 17. Plaintiff presented the Subject Vehicle again on or around April 6, 2023, with
11 approximately 31,378 miles on the odometer, and reported the “Check Engine” light repeatedly
12 illuminating. Additionally, the left turn signal exhibited abnormalities for the third time.

13 18. On or around April 25, 2023, with approximately 32,159 miles on the odometer,
14 Plaintiff presented the Subject Vehicle again and reported the third instance of the “Check Engine”
15 light illuminating.

16 19. Plaintiff presented the Subject Vehicle again in September 2023, with
17 approximately 35,905 miles on the odometer, and reported the “Check Engine” light illuminating
18 for the fourth time. Additionally, the Subject Vehicle failed to accelerate above approximately 60
19 miles per hour (“MPH”). Furthermore, the Subject Vehicle failed to start.

20 20. Plaintiff hereby revokes acceptance of the sales contract.

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

24 22. Plaintiff is a “buyer” of consumer goods under the Act.

25 23. Defendant, FORD MOTOR COMPANY, is a “manufacturer” and/or “distributor”
26 under the Act.

27 24. Plaintiff hereby demands trial by jury in this action.

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1 **FIRST CAUSE OF ACTION**

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

3 **(Against Defendant FORD MOTOR COMPANY)**

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

6 26. The Subject Vehicle was sold to Plaintiff with express warranties that the Subject
7 Vehicle would be free from defects in materials, nonconformity, or workmanship during the
8 applicable warranty period and to the extent that the Subject Vehicle had defects, Defendant FORD
9 MOTOR COMPANY would repair the defects.

10 27. The Subject Vehicle was delivered to Plaintiff with serious defects and
11 nonconformities to warranty and developed other serious defects and nonconformities to warranty
12 including, but not limited to, electrical, emission, engine, suspension, and transmission system
13 defects.

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

17 29. Plaintiff is the “buyer” of consumer goods under the Act.

18 30. Defendant, FORD MOTOR COMPANY, is a “manufacturer” and/or “distributor”
19 under the Act.

20 31. The foregoing defects and nonconformities to warranty manifested themselves in
21 the Subject Vehicle within the applicable express warranty period. The nonconformities
22 substantially impair the use, value, and/or safety of the vehicle.

23 32. Plaintiff delivered the vehicle to an authorized FORD MOTOR COMPANY repair
24 facility for repair of the nonconformities.

25 33. Defendant was unable to conform Plaintiff’s vehicle to the applicable express
26 warranty after a reasonable number of repair attempts.

27 34. Notwithstanding Plaintiff’s entitlement, Defendant FORD MOTOR COMPANY
28 has failed to either promptly replace the new motor vehicle or to promptly make restitution in



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accordance with the Song-Beverly Act.

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

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

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

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

39. Because Defendant willfully violated the Song-Beverly Act, Plaintiff is entitled, in addition to the amounts recovered, a civil penalty of up to two times the amount of actual damages for FORD MOTOR COMPANY's willful failure to comply with its responsibilities under the Act.

SECOND CAUSE OF ACTION

**Violation of the Song-Beverly Act – Breach of Implied Warranty
(Against Defendant FORD MOTOR COMPANY)**

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

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

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

43. Pursuant to Civil Code section 1791.1 (a), the implied warranty of merchantability means and includes that the Vehicle will comply with each of the following requirements: (1) The Vehicle will pass without objection in the trade under the contract description; (2) The Vehicle is



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1 fit for the ordinary purposes for which such goods are used; (3) The Vehicle is adequately
2 contained, packaged, and labelled; (4) The Vehicle will conform to the promises or affirmations of
3 fact made on the container or label.

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

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

8 46. The Subject Vehicle was not of the same quality as those generally accepted in the
9 trade because it was sold with one or more defective vehicle systems/components which manifested
10 as electrical, emission, engine, suspension, and transmission system defects.

11 47. Upon information and belief, the defective vehicle systems and components were
12 present at the time of sale of the Subject Vehicle; thus, extending the duration of any implied
13 warranty under *Mexia v. Rinker Boat Co., Inc.* (2009) 174 Cal.App.4th 1297, 1304–1305 and other
14 applicable laws.

15 48. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under
16 Civil Code, section 1794, *et seq.*

17 49. Plaintiff hereby revokes acceptance of the Subject Vehicle.

18 50. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
19 1794, *et seq.*

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

22 52. Plaintiff is entitled to recover any incidental, consequential, and/or “cover” damages
23 under Commercial Code, sections 2711, 2712, and Civil Code, section 1794, *et seq.*

24 **THIRD CAUSE OF ACTION**

25 **Violation of the Song-Beverly Act Section 1793.2(b)**

26 **(Against Defendant FORD MOTOR COMPANY)**

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

- 7 -
COMPLAINT



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1 54. Pursuant to Civil Code, section 1793.2, subdivision (a) a manufacturer that sells
2 consumer goods in California, for which it has made an express warranty, shall maintain service
3 and repair facilities or designate and authorize independent service and repair facilities to carry out
4 the terms of those warranties.

5 55. Pursuant to Civil Code, section 1793.2, subdivision (b), when service and repair of
6 goods are necessary because they do not conform with the applicable express warranties, service
7 and repair shall be commenced within a reasonable time by the manufacturer or its representative.

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

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

14 58. Plaintiff delivered the Subject Vehicle to FORD MOTOR COMPANY's authorized
15 service representatives on multiple occasions. The Subject Vehicle was delivered for repairs of
16 defects, which amount to nonconformities to the express warranties that accompanied the sale of
17 the Subject Vehicle.

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

22 60. Plaintiff is entitled to justifiably revoke acceptance of the Subject Vehicle under
23 Civil Code, section 1794, *et seq.*

24 61. Plaintiff hereby revokes acceptance of the Subject Vehicle.

25 62. Plaintiff is entitled to replacement or reimbursement pursuant to Civil Code, section
26 1794, *et seq.*

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

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

1. For general, special, and actual damages according to proof at trial;
2. For rescission of the purchase contract and restitution of all monies expended;
3. For diminution in value;
4. For incidental and consequential damages according to proof at trial;
5. For civil penalty in the amount of two times Plaintiff's actual damages;
6. For prejudgment interest at the legal rate;
7. For reasonable attorney's fees and costs of suit; and

For such other and further relief as the Court deems just and proper under the circumstances.

Dated: April 7, 2025

[REDACTED]

[REDACTED]

[REDACTED]

