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Superior Court of California 2 County of Butte 3 MAY 02 2019 4 6 7 8 SUPERIOR COURT OF CALIFORNIA 9 **COUNTY OF BUTTE** 10 11 Case No.: 160060 Unlimited Jurisdiction ROBERT BROWN and 12 VALERIE BROWN, 13 Plaintiffs, 14 vs. 15 SPECIAL VERDICT FORM 16 FORD MOTOR COMPANY, a Delaware 17 Corporation, and DOES 1 through 10, inclusive, 18 19 Defendants. 20 21 We answer the questions submitted to us as follows: 22 23 I. VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT 24 1. Did Plaintiffs Robert and Valerie Brown (the "Plaintiffs") buy a new 2006 Ford F-250 Super 25 Duty Truck manufactured by Ford Motor Company? 26 ✓ Yes No 27 If your answer to question 1 is Yes, then answer question 2. If you answered No, skip to question 11. 28

1	
2	2. Did Ford Motor Company give the Plaintiffs a written warranty?
3	Yes No
4	If your answer to question 2 is Yes, then answer question 3. If you answered No, skip to question 11.
5	
6 7	3. Did the vehicle have a defect or defects covered by the warranty that substantially impaired the vehicle's use, value, or safety to a reasonable buyer in the Plaintiffs' situation?
8	Yes No
9	
10	If your answer to question 3 is Yes, then answer question 4. If you answered No, skip to question 11.
. 11	
12	4. Did Ford Motor Company or its authorized repair facility fail to repair the vehicle to match the
13	written warranty after a reasonable number of opportunities to do so?
14	YesNo
15	If your answer to question 4 is Yes, then answer question 5. If you answered No, skip to
16	question 11.
17	E Dil Dal Mara C
	5. Did Ford Motor Company fail to promptly replace or repurchase the vehicle?
18	YesNo
19 20	If your answer to question 5 is Yes, then answer question 6. If you answered No, skip to question 11.
21	
22	6. What are the Plaintiffs' damages?
23	Add the following amounts:
24	a. The purchase price of the vehicle itself: \$ 43.065 \(^{\infty}\)
	b Solog tow licenses from maintantian from a last
25 26	b. Sales tax, license fees, registration fees, and other official fees: \$\frac{3,722}{23}\$
27	a. The purchase price of the vehicle itself: b. Sales tax, license fees, registration fees, and other official fees: c. Incidental and consequential damages: [SUBTOTAL/TOTAL DAMAGES:] \$\frac{43,065}{3,722}\$ \$\frac{3}{54}\$ [SUBTOTAL/TOTAL DAMAGES:]
28	[SUBTOTAL/TOTAL DAMAGES:] \$ 63,541 77
	2

1	Answer question 7.
2	
3	7. Calculate the value of the use of the vehicle before it was brought in for repair as follows:
4	(i). What is the number of miles that the vehicle was driven between the time when the Plaintiffs took possession of the vehicle and the time when they first delivered the vehicle
5	to Ford Motor Company or its authorized repair facility to fix the problem?
6	2.0 -
7	Answer: 985 miles
8	
9	(ii) Multiply the number of miles you just entered by the cash price of the vehicle
10	identified in line 1(a) of the sales contract and divide that result by 120,000.
11	21249
12	VALUE OF USE: \$ 353 ⁴⁹
13	
14	Subtract the VALUE OF USE from the SUBTOTAL of the damages in question 6 and insert result in TOTAL DAMAGES below:
15	MISSIC TOSAIC III TOTAL BAWAGES BELOW.
16	TOTAL DAMAGES: \$ 63,188 28
17	Answer question 8.
18	mismer question o.
19	8 Did Ford Motor Company willfully fail to remark to the control of the control o
20	8. Did Ford Motor Company willfully fail to repurchase or replace the 2006 Ford F-250 Super Duty Truck?
21	YesNo
22	If your answer to question 8 is Yes, then answer question 9. If you answered No, skip to
23	question 10.
24	
25	9. What amount, if any, do you impose as a penalty? You may not exceed two times the
26	"TOTAL DAMAGES" that you entered in question 7.
27	PENALTY: \$ 126, 376 56
28	
.	Answer question 10.

1	10. On what date did Plaintiffs discover the facts that gave rise to this claim?
2	02/ 1
3	Date: $\frac{02/64/13}{}$
4	Answer question 11.
5	
6	II. BREACH OF THE IMPLIED WARRANTY
7	11. Did the Plaintiffs buy a vehicle manufactured by Ford Motor Company?
8	Yes No
9	If your answer to question 11 is Yes, then answer question 12. If you answered No, skip to
10	question 17.
11	12 At the time of much as a see Food Meta Communicated in the Communication of the Communicat
12	12. At the time of purchase, was Ford Motor Company in the business of manufacturing F-250 Super Duty Trucks?
13	YesNo
14	If your answer to question 12 is Yes, then answer question 13. If you answered No, skip to
15	question 17.
16	
17 :	13. Was the 2006 Ford F-250 Super Duty Truck of the same quality as those generally acceptable in the trade?
18	Yes No
19	Answer question 14.
20	Answer question 14.
21	14. Was the 2006 Ford F 250 Sumar Duty Truck fit for the audinary many and for which and in
22	14. Was the 2006 Ford F-250 Super Duty Truck fit for the ordinary purpose for which vehicles are used?
23	Yes No
24	If you answered No to questions 13 <u>OR</u> 14, then answer question 15. If you answered Yes
25	to <u>BOTH</u> questions 13 <u>AND</u> 14, skip to question 17.
26	
27	
28	
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1	15. What are Plaintiffs' damages?
2	Actual damages? Incidental and Consequential Damages: [TOTAL DAMAGES:] \$ 46, 433 \frac{74}{54}\$ \$ 16, 754 \frac{54}{54}\$ \$ \left(\frac{43}{53}, 188 \frac{78}{28} \right)
3	Incidental and Consequential Damages: \$ 16, 754 54
4	[TOTAL DAMAGES:] \$ 43, 188 28
5	
6	Answer question 16.
7	
8	16. On what date did Plaintiffs discover the facts that gave rise to this claim?
9	
10	Date:
11	Answer question 17.
12	
13	III. <u>VIOLATION OF CONSUMER LEGAL REMEDIES ACT – BASED ON</u> OMISSION
14	
15	17. Did Ford Motor Company know of a defect in the 2006 Ford F-250 Super Duty Truck that was reasonably probable to occur?
16	Yes No
17	If your answer to question 17 is Yes, then answer question 18. If you answered No, skip to
18	question 28.
19	
20	18. Did Ford Motor Company know about the defect at the time the Plaintiffs bought their truck?
21	Yes No
22	
23	If your answer to question 18 is Yes, then answer question 19. If you answered No, skip to question 28.
24	
25	19. Were the Plaintiffs unaware of the defect at the time they bought their truck?
26	YesNo
27	If your answer to question 19 is Yes, then answer question 20. If you answered No, skip
28	to question 28.
.	
- 11	-5-

1	20. Did the defect pose an unreasonable safety risk?
2	Yes No
3	
4	Answer question 21.
5	21 Did the defect controlled appoints representations and to Feel M. C.
6	21. Did the defect contradict specific representations made by Ford Motor Company or its authorized agent(s); or
7	Yes No
8	
9	Answer question 22.
10	22. Did the defect materially affect the operation of the vehicle during the warranty period?
11	1
. 12	YesNo
13	If you answered Yes to questions 20, 21, <u>OR</u> 22, then answer question 23. If you
14	answered No to all of 20, 21, <u>AND</u> 22, skip to question 28.
15	23. Did the Plaintiffs reasonably rely on Ford Motor Company's failure to disclose the defect?
16	Yes No
17	·
18	If your answer to question 23 is Yes, then answer question 24. If you answered No, skip to question 28.
19	4.43.43.4
20	24. Was Ford Motor Company's failure to disclose the defect a substantial factor in causing
21	harm to the Plaintiffs?
22	Yes No
23	If your answer to question 24 is Yes, then answer question 25. If you answered No, skip to
24	question 28.
- 1	
,25	
26	
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28	
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2	25. What are the Plaintiffs' damages? Actual damages:
3	\$ 46,433 74
4	Enter the total amount of incidental and consequential damages paid out-of-pocket by the
5	Plaintiffs:
6	\$ 16, 734 =
7	Add together the amounts of damages:
8	\$ 16, 754 54 Add together the amounts of damages: DAMAGES: \$ 63, 188 28
9	Answer question 26.
10	
11	26. Did Ford Motor Company engage in conduct that harmed the Plaintiffs with malice,
12	oppression, or fraud?
13	Yes No
14	Answer question 27.
15	27. On what date did Plaintiffs discover, or should they have discovered, the facts that gave rise
16	II to this claim?
17	Date:
18	Answer question 28.
19	
20	III. <u>VIOLATION OF CONSUMER LEGAL REMEDIES ACT</u>
21	28. Did Ford Motor Company represent that the 2006 Ford F-250 Super Duty Truck had characteristics, uses, or benefits that it did not have?
22	Yes No
23	damuon quantian 20
24	Answer question 29.
25	29. Did Ford Motor Company represent that the 2006 Ford F-250 Super Duty Truck was a
26	particular standard, quality, or grade, when it was of another?
27	YesNo
28	Answer question 30.
	-7-

1	
2	30. Did Ford Motor Company advertise the 2006 Ford F-250 Super Duty Truck with intent not to sell it as advertised?
3 4	Yes No
5	Answer question 31.
6	
7	31. Did Ford Motor Company represent that a transaction conferred or involved rights,
8	remedies, or obligations which it did not confer or involve?
9	Yes No
0	If you answered Yes to any of questions 28, 29, 30 OR 31, then answer question 32. If
1	you answered No to <u>all of</u> questions 28, 29, 30 <u>ON</u> 31, then answer question 32. If
2	
3	32. Did the Plaintiffs reasonably rely on one of these representations as part of the transaction in which they purchased the 2006 Ford F-250 Super Duty Truck?
4	
5	Yes No
6	If your answer to question 32 is Yes, then answer question 33. If you answered No, skip to
7	question 37.
8	
9	33. Was the Plaintiffs' reliance on one of these representations by Ford Motor Company a
20	substantial factor in causing their damage?
21	Yes No
22	
23	If your answer to question 33 is Yes, then answer question 34. If you answered No, skip to question 37.
24	question 37.
25	
26	
27	
28	

1	34. What are the Plaintiffs' damages?
2	Actual damages:
3	s 46, 433 ⁷⁴
4	Enter the total amount of incidental and consequential damages paid out-of-pocket by the Plaintiffs:
5	\$ 16, 754 54 Add together the amounts of damages: DAMAGES: \$ 63, 188 28
6	Add together the amounts of damages:
7	DAMAGES: \$ 63 188 28
8	
9	Answer question 35.
10	
11	35. Did Ford Motor Company engage in conduct that harmed the Plaintiffs with malice,
12	oppression, or fraud?
13	
14	Yes No
15	Answer question 36.
16	
17	36. On what date did Plaintiffs discover, or should they have discovered, the facts that gave rise to this claim?
18	Date: 04/23/18
19	Answer question 37.
20	instruct question 57.
21	IV. <u>CONCEALMENT</u>
22	TV. CONCEADMENT
23	37. Did Ford Motor Company, or its authorized agents, intentionally fail to disclose fact(s) that
24	the Plaintiffs did not know and could not reasonably have discovered?
25	Yes No
26	If your answer to question 37 is Yes, then answer question 38. If you answered No, skip
27 to question 44.	to question 44.
28	·

1	38. Did Ford Motor Company intend to deceive the Plaintiffs by concealing the fact(s)?
2	Yes No
3	If your answer to question 38 is Yes, then answer question 39. If you answered No, skip to question 44.
4	
5	39. Had the omitted information been disclosed, would the Plaintiffs reasonably have behaved
6	differently?
7	YesNo
8	
9	If your answer to question 39 is Yes, then answer question 40. If you answered No, skip to
10	question 44.
11	
12	40. Was Ford Motor Company's concealment from the Plaintiffs a substantial factor in causing harm to them?
13	Yes No
14	If your answer to question 40 is Yes, then answer question 41. If you answered No, skip to
15	question 44.
16	
17	41. What are the Plaintiffs' damages?
18	Actual damages:
19	s 46, 433 ⁷⁴
20	Enter the total amount of incidental and consequential damages paid out-of-pocket by the
21	Plaintiffs:
22	\$ 16, 154 -
23	Add together the amounts of damages:
24	\$
25	
26	Answer question 42.
27	
28	

1	oppression, or fraud?
2	Yes No
3	Answer question 43.
4	
5	43. On what date did Plaintiffs discover, or should they have discovered, the facts that gave risc
6	to this claim?
7	Date:
. 8	Answer question 44.
9	
10	V. <u>INTENTIONAL MISREPRESENTATION</u>
11	44. Did Ford Motor Company, or its authorized agents, make a false representation to the Plaintiffs?
12	Yes No
13	
14	If your answer to question 44 is Yes, then answer question 45. If you answered No, stop here, answer no further questions, and have the presiding juror sign and date this form.
15	
16	45. Did Ford Motor Company know that the representation was false, or did it make the
17	representation recklessly and without regard for its truth?
18	YesNo
19	If your answer to question 45 is Yes, then answer question 46. If you answered No, stop here, answer no further questions, and have the presiding juror sign and date this form.
20	nere, unisiter no farmer questions, and have the presiding faror sign and date this form.
21	46. Did Ford Motor Company intend that the Plaintiffs rely on the representation?
22	Yes No
23	If your answer to question 46 is Yes, then answer question 47. If you answered No, stop
24	here, answer no further questions, and have the presiding juror sign and date this form.
25	
26	
27	
28	
	-11-

1	47. Did the Flaminis leasonably rely on the representation?
2	YesNo
3	If your answer to question 47 is Yes, then answer question 48. If you answered No, stop
4	here, answer no further questions, and have the presiding juror sign and date this form.
. 5	40 W 1 DI : : : : : : : : : : : : : : : : : :
6	48. Was the Plaintiffs' reliance on Ford Motor Company's representation a substantial factor in causing harm to the Plaintiff?
7	Yes No
8 9	If your answer to question 48 is Yes, then answer question 49. If you answered No, stop here, answer no further questions, and have the presiding juror sign and date this form.
10	
11	49. What are the Plaintiffs' damages?
12	Actual damages:
13	s 46, 433 74
14	Enter the total amount of incidental and consequential damages by out-of-pocket by the
15	Plaintiffs:
16	\$
17	Add together the amounts of damages:
18	TOTAL DAMAGES: \$_ 63 188 50
19	
20	Answer question 50.
21	50 7117 114
22	50. Did Ford Motor Company engage in conduct that harmed the Plaintiffs with malice, oppression, or fraud?
23	Yes No
24	
25	Answer question 51.
26	
27	
28	
- 11	

1	51. On what date did Plaintiffs discover, or should they have discovered, the facts that gave rise to this claim?
2	Date:
3	Date:
4	
5	After this verdict form has been signed, notify the court attendant that you are ready to present
6	your verdict in the courtroom.
7	Signed: Dated: Dated:
8	Signed: Dated: Dated:
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