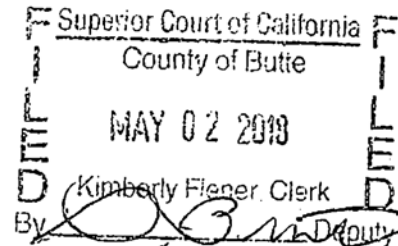


ORIGINAL



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF BUTTE**

**ROBERT BROWN and
VALERIE BROWN,**

Plaintiffs,

vs.

**FORD MOTOR COMPANY, a Delaware
Corporation, and DOES 1 through 10,
inclusive,**

Defendants.

Case No.: 160060
Unlimited Jurisdiction

SPECIAL VERDICT FORM

We answer the questions submitted to us as follows:

I. VIOLATION OF SONG-BEVERLY CONSUMER WARRANTY ACT

1. Did Plaintiffs Robert and Valerie Brown (the "Plaintiffs") buy a new 2006 Ford F-250 Super Duty Truck manufactured by Ford Motor Company?

☒ Yes ☐ No

If your answer to question 1 is Yes, then answer question 2. If you answered No, skip to question 11.

SPECIAL VERDICT FORM

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*
5 *question 11.*

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 *If your answer to question 3 is Yes, then answer question 4. If you answered No, skip to*
10 *question 11.*

11
12 4. Did Ford Motor Company or its authorized repair facility fail to repair the vehicle to match the
written warranty after a reasonable number of opportunities to do so?

13 ☒ Yes ☐ No

14 *If your answer to question 4 is Yes, then answer question 5. If you answered No, skip to*
15 *question 11.*

16
17 5. Did Ford Motor Company fail to promptly replace or repurchase the vehicle?

18 ☒ Yes ☐ No

19 *If your answer to question 5 is Yes, then answer question 6. If you answered No, skip to*
20 *question 11.*

21
22 6. What are the Plaintiffs' damages?

23 Add the following amounts:

24 a. The purchase price of the vehicle itself:

\$ 43,065⁰⁰

25 b. Sales tax, license fees, registration fees, and other
26 official fees:

\$ 3,722²³

27 c. Incidental and consequential damages:

\$ 16,754.⁵⁴

28 [SUBTOTAL/TOTAL DAMAGES:]

\$ 63,541⁷⁷

1 10. On what date did Plaintiffs discover the facts that gave rise to this claim?

2
3 Date: 02/04/13

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 12. At the time of purchase, was Ford Motor Company in the business of manufacturing F-250
Super Duty Trucks?

13 ☒ Yes ☐ No

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
21
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 OR 14, then answer question 15. If you answered Yes*
25 *to BOTH questions 13 AND 14, skip to question 17.*

1 15. What are Plaintiffs' damages?

2 Actual damages?

\$ 46,433 ⁷⁴

3 Incidental and Consequential Damages:

\$ 16,754 ⁵⁴

4 [TOTAL DAMAGES:]

\$ 63,188 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:

2/4/13

11 Answer question 17.

12
13 **III. VIOLATION OF CONSUMER LEGAL REMEDIES ACT – BASED ON**
14 **OMISSION**

15 17. Did Ford Motor Company know of a defect in the 2006 Ford F-250 Super Duty Truck that
16 was reasonably probable to occur?

17 ☒ Yes ☐ No

18 If your answer to question 17 is Yes, then answer question 18. If you answered No, skip to
19 question 28.

20 18. Did Ford Motor Company know about the defect at the time the Plaintiffs bought their
21 truck?

22 ☒ Yes ☐ No

23 If your answer to question 18 is Yes, then answer question 19. If you answered No, skip to
24 question 28.

25 19. Were the Plaintiffs unaware of the defect at the time they bought their truck?

26 ☒ Yes ☐ No

27 If your answer to question 19 is Yes, then answer question 20. If you answered No, skip
28 to question 28.

1 20. Did the defect pose an unreasonable safety risk?

2 ☒ Yes ☐ No

3 *Answer question 21.*

4
5 21. Did the defect contradict specific representations made by Ford Motor Company or its
6 authorized agent(s); or

7 ☒ Yes ☐ No

8 *Answer question 22.*

9
10 22. Did the defect materially affect the operation of the vehicle during the warranty period?

11 ☒ Yes ☐ No

12 *If you answered Yes to questions 20, 21, OR 22, then answer question 23. If you*
13 *answered No to all of 20, 21, AND 22, skip to question 28.*

14
15 23. Did the Plaintiffs reasonably rely on Ford Motor Company's failure to disclose the defect?

16 ☒ Yes ☐ No

17 *If your answer to question 23 is Yes, then answer question 24. If you answered No, skip to*
18 *question 28.*

19
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. What are the Plaintiffs' damages?

2 Actual damages:

3 \$ 46,433⁷⁴

4 Enter the total amount of incidental and consequential damages paid out-of-pocket by the
5 Plaintiffs:

6 \$ 16,754⁵⁴

7 Add together the amounts of damages:

8 DAMAGES: \$ 63,188²⁸

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 to this claim?

17 Date: 04/23/18

18 *Answer question 28.*

19
20 **III. VIOLATION OF CONSUMER LEGAL REMEDIES ACT**

21 28. Did Ford Motor Company represent that the 2006 Ford F-250 Super Duty Truck had
22 characteristics, uses, or benefits that it did not have?

23 ☒ Yes ☐ No

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 ☒ Yes ☐ No

28 *Answer question 30.*

1
2 30. Did Ford Motor Company advertise the 2006 Ford F-250 Super Duty Truck with intent not
3 to sell it as advertised?

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

10 *If you answered Yes to any of questions 28, 29, 30 OR 31, then answer question 32. If*
11 *you answered No to all of questions 28, 29, 30 AND 31, skip to question 37.*

12
13 32. Did the Plaintiffs reasonably rely on one of these representations as part of the transaction in
14 which they purchased the 2006 Ford F-250 Super Duty Truck?

15 ☒ Yes ☐ No

16 *If your answer to question 32 is Yes, then answer question 33. If you answered No, skip to*
17 *question 37.*

18
19 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*
24 *question 37.*

34. What are the Plaintiffs' damages?

Actual damages:

\$ 46,433⁷⁴

Enter the total amount of incidental and consequential damages paid out-of-pocket by the Plaintiffs:

\$ 16,754⁵⁴

Add together the amounts of damages:

DAMAGES: \$ 63,188²⁸

Answer question 35.

35. Did Ford Motor Company engage in conduct that harmed the Plaintiffs with malice, oppression, or fraud?

☒ Yes ☐ No

Answer question 36.

36. On what date did Plaintiffs discover, or should they have discovered, the facts that gave rise to this claim?

Date: 04/23/18

Answer question 37.

IV. CONCEALMENT

37. Did Ford Motor Company, or its authorized agents, intentionally fail to disclose fact(s) that the Plaintiffs did not know and could not reasonably have discovered?

☒ Yes ☐ No

If your answer to question 37 is Yes, then answer question 38. If you answered No, skip to question 44.

38. Did Ford Motor Company intend to deceive the Plaintiffs by concealing the fact(s)?

☒ Yes ☐ No

If your answer to question 38 is Yes, then answer question 39. If you answered No, skip to question 44.

39. Had the omitted information been disclosed, would the Plaintiffs reasonably have behaved differently?

☒ Yes ☐ No

If your answer to question 39 is Yes, then answer question 40. If you answered No, skip to question 44.

40. Was Ford Motor Company's concealment from the Plaintiffs a substantial factor in causing harm to them?

☒ Yes ☐ No

If your answer to question 40 is Yes, then answer question 41. If you answered No, skip to question 44.

41. What are the Plaintiffs' damages?

Actual damages:

\$ 46,433⁷⁴

Enter the total amount of incidental and consequential damages paid out-of-pocket by the Plaintiffs:

\$ 16,754⁵⁴

Add together the amounts of damages:

TOTAL DAMAGES: \$ 63,188²⁸

Answer question 42.

1 42. Did Ford Motor Company engage in conduct that harmed the Plaintiffs with malice,
2 oppression, or fraud?

3 ☒ Yes ☐ No

4 *Answer question 43.*

5 43. On what date did Plaintiffs discover, or should they have discovered, the facts that gave rise
6 to this claim?

7 Date: 04/23/18

8 *Answer question 44.*

9
10 **V. INTENTIONAL MISREPRESENTATION**

11 44. Did Ford Motor Company, or its authorized agents, make a false representation to the
12 Plaintiffs?

13 ☒ Yes ☐ No

14 *If your answer to question 44 is Yes, then answer question 45. If you answered No, stop*
15 *here, answer no further questions, and have the presiding juror sign and date this form.*

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 ☒ Yes ☐ No

19 *If your answer to question 45 is Yes, then answer question 46. If you answered No, stop*
20 *here, answer no further questions, and have the presiding juror sign and date this form.*

21
22 46. Did Ford Motor Company intend that the Plaintiffs rely on the representation?

23 ☒ Yes ☐ No

24 *If your answer to question 46 is Yes, then answer question 47. If you answered No, stop*
25 *here, answer no further questions, and have the presiding juror sign and date this form.*

1 47. Did the Plaintiffs reasonably rely on the representation?

2 ☒ Yes ☐ No

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 48. Was the Plaintiffs' reliance on Ford Motor Company's representation a substantial factor in
6 causing harm to the Plaintiff?

7 ☒ Yes ☐ No

8 *If your answer to question 48 is Yes, then answer question 49. If you answered No, stop*
9 *here, answer no further questions, and have the presiding juror sign and date this form.*

10 49. What are the Plaintiffs' damages?

11 Actual damages:

12 \$ 46,433⁷⁴

13 Enter the total amount of incidental and consequential damages by out-of-pocket by the
14 Plaintiffs:

15 \$ 16,754⁵⁴

16 Add together the amounts of damages:

17 TOTAL DAMAGES: \$ 63,188²⁸

18 Answer question 50.

19 50. Did Ford Motor Company engage in conduct that harmed the Plaintiffs with malice,
20 oppression, or fraud?

21 ☒ Yes ☐ No

22 Answer question 51.

1 51. On what date did Plaintiffs discover, or should they have discovered, the facts that gave rise
2 to this claim?

3 Date: 04/23/18

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: _____
8 Presiding Juror

Dated: 5/2/18