

Nos. 19-368 & 19-369

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IN THE  
**Supreme Court of the United States**

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FORD MOTOR COMPANY,  
*Petitioner,*

v.

MONTANA EIGHTH JUDICIAL DISTRICT COURT, *et al.*,  
*Respondents.*

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FORD MOTOR COMPANY,  
*Petitioner,*

v.

ADAM BANDEMER,  
*Respondent.*

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**On Writs of Certiorari to the  
Supreme Courts of Montana and Minnesota**

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**JOINT APPENDIX**

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PETITIONS FOR WRITS OF CERTIORARI FILED:  
SEPTEMBER 18, 2019  
CERTIORARI GRANTED: JANUARY 17, 2020

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SUPREME COURT OF MONTANA

Case No. OP 19-0099  
FORD MOTOR COMPANY,  
*Petitioner,*  
v.

MONTANA EIGHTH JUDICIAL DISTRICT COURT,  
ELIZABETH BEST,  
*Respondent.*

**DOCKET ENTRIES**

<b>DATE</b>	<b>PROCEEDINGS</b>
02/08/2019	Petition – Writ – Supervisory Control * * *
03/13/2019	Response/Objection – Petition for Writ (Lucero) * * *
05/21/2019	Opinion – Opinion and Order – Justice McKinnon; Ford’s Petition for Writ of Supervisory Control is GRANTED and the District Court’s order denying Ford’s motion to dismiss is AFFIRMED. * * *
06/07/2019	Event – Case Closed * * *

MONTANA EIGHTH JUDICIAL DISTRICT COURT  
CASCADE COUNTY

Case No. ADV-18-0247(b)

CHARLES S. LUCERO,

*Plaintiff,*

v.

FORD MOTOR COMPANY; THE GOODYEAR TIRE &  
RUBBER COMPANY; THE KELLY-SPRINGFIELD TIRE  
CORPORATION; LLOYD’S TIRE SERVICE; TIRES PLUS,  
INC.; AND DOES 1 THROUGH 10;

*Defendants.*

**DOCKET ENTRIES**

<b>DATE</b>	<b>DOCKET NUMBER</b>	<b>PROCEEDINGS</b>
05/02/2018	<u>1</u>	Plaintiff’s Complaint and Demand for Jury Trial  * * *
07/06/2018	<u>3</u>	Motion to Dismiss for Lack of Personal Jurisdiction or, in the Alternative to Change Venue  * * *
10/10/2018	<u>30</u>	Order Denying Defendant Ford Motor Company’s Motion to Dismiss and Defendants Ford Motor

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<b>DATE</b>	<b>DOCKET NUMBER</b>	<b>PROCEEDINGS</b>
		Company and Tires Plus's Motion for Change of Venue  * * *
10/24/2018	<u>34</u>	Ford Motor Company's Answer, Affirmative Defenses, And Jury De- mand
11/05/2018	<u>35</u>	Notice of Appeal  * * *

## SUPREME COURT OF MINNESOTA

Case No. A17-1182

ADAM BANDEMER

*Respondent,*

v.

FORD MOTOR COMPANY,

*Appellant,*

ERIC HANSON, ET AL.,

*Defendants.***DOCKET ENTRIES**

<b>DOCUMENT DESCRIPTION</b>	<b>JURISDICTION</b>	<b>FILING DATE</b>
Notice – Appeal – Case Filed; Order 5/25/17	Court of Appeals	07/31/2017
		* * *
Notice of Constitu- tional Challenge	Court of Appeals	08/01/2017
		* * *
Brief – Appellant E-Filed	Court of Appeals	08/21/2017
		* * *
Brief – Respondent E-Filed	Court of Appeals	10/18/2017
		* * *

<b>DOCUMENT DESCRIPTION</b>	<b>JURISDICTION</b>	<b>FILING DATE</b>
Brief – Reply E-Filed	Court of Appeals	11/06/2017 * * *
Event – Oral – Panel	Court of Appeals	01/24/2018 * * *
Opinion – Published	Court of Appeals	04/23/2018
Petition – Further Review	Supreme Court	05/23/2018 * * *
Order – PFR – Grant	Supreme Court	07/17/2018 * * *
Brief – Appellant E-Filed	Supreme Court	08/23/2018 * * *
Brief – Amicus E-Filed ( The Chamber of Commerce of the United States of America)	Supreme Court	08/30/2018 * * *
Brief – Respondent E-Filed	Supreme Court	09/25/2018



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<b>DOCUMENT DESCRIPTION</b>	<b>JURISDIC- TION</b>	<b>FILING DATE</b>
Brief – Reply E- Filed	Supreme Court	10/05/2018  * * *
Event – Oral – En Banc	Supreme Court	12/11/2018  * * *
Opinion – Pub- lished	Supreme Court	07/31/2019  * * *

MINNESOTA SEVENTH JUDICIAL DISTRICT  
COURT  
TODD COUNTY

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Case No. 77-CV-16-1025

ADAM BANDEMER

*Plaintiff,*

v.

FORD MOTOR COMPANY, ERIC HANSON & GREG  
HANSON,

*Defendants.*

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**DOCKET ENTRIES**

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<b>DATE</b>	<b>INDEX NUMBER</b>	<b>PROCEEDINGS</b>
09/02/2016	<u>2</u>	Summons and Complaint * * *
09/28/2016	<u>4</u>	Answer * * *
01/05/2017	<u>35</u>	Notice of Motion and Motion
01/05/2017	<u>36</u>	Motion to Dismiss * * *
02/03/2017		Motion Hearing (1:30 PM) (Judicial Officer Anderson, Douglas P.) * * *

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<b>DATE</b>	<b>INDEX NUMBER</b>	<b>PROCEEDINGS</b>
05/25/2017	<u>81</u>	Order Denying Motion (Judicial Officer: Ander- son, Douglas P.)
		* * *

**PETITION FOR WRIT OF SUPERVISORY  
CONTROL – EXHIBIT A**

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MONTANA EIGHTH JUDICIAL DISTRICT  
COURT, CASCADE COUNTY

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CHARLES S. LUCERO, as Personal Representative of  
the Estate of Markkaya Jean Gullet, on Behalf of the  
Heirs and Estate of Markkaya Jean Gullet,  
*Plaintiff,*

v.

FORD MOTOR COMPANY, a Delaware Corporation; THE  
GOODYEAR TIRE & RUBBER COMPANY, an Ohio Corpo-  
ration; THE KELLY-SPRINGFIELD TIRE COMPANY, a  
Maryland Corporation; LLOYD’S TIRE SERVICE, a  
Washington Corporation; TIRES PLUS, INC., a Mon-  
tana Corporation; AND DOES 1 THROUGH 10;  
*Defendants.*

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Cause No. ADV-18-0247

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Hon. Gregory G. Pinski

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**PLAINTIFF’S COMPLAINT AND DEMAND  
FOR JURY TRIAL**

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COMES NOW Plaintiff Charles S. Lucero, as Per-  
sonal Representative of the Estate of Markkaya Jean  
Gullett, on behalf of the Heirs and Estate of Mark-  
kaya Jean Gullett, and alleges:

**GENERAL ALLEGATIONS**

1. On May 22, 2015, Markkaya Jean Gullett (“Decedent”) suffered fatal injuries in a single vehicle rollover crash in Mineral County, Montana, following a sudden and unexpected tread belt separation of her right rear tire. The Decedent was operating a 1996 Ford Explorer at the time of the incident. The failed tire was a LT235/75R15 Trailfinder Radial AP, Load Range C tire manufactured during the 18th week of 1995 Kelly-Springfield.

2. Charles S. Lucero, as Personal Representative of the Estate of Markkaya Jean Gullett, files the subject litigation on behalf of the Heirs and Estate of Markkaya Jean Gullett, seeking damages under Montana law against a variety of defendants for negligence, products or strict liability, and failure to warn.

3. This is another in a long-line of Ford Explorer rollover crashes associated with tire failures. The Explorer design was the subject of a massive series of recalls, investigations, Congressional hearings, and internal root cause evaluations beginning in 2000, many of which involved tire failures.

**PARTIES**

4. Plaintiff Charles S. Lucero is a citizen and resident of Cascade County, Montana. He is the duly appointed, qualified and acting Personal Representative of the Estate of Markkaya Jean Gullett (“Mrs. Gullett”), who at the time of her death was a citizen and resident of Superior, Montana.

5. Upon her death on May 22, 2015, Mrs. Gullett left surviving her husband, Ross Gullett, their minor children, Kiona Gullett, born July 25, 2012, and

Kayah Gullett, born February 17, 2015, and her parents Kevin and Tracy McGann. All are citizens and residents of Montana.

6. Defendant Ford Motor Company (“Ford”) is a corporation organized under Delaware law, with its principal place of business in Dearborn, Michigan. At all times relevant to the Complaint, Ford was in the business of designing, manufacturing, assembling, marketing, selling, and distributing automobiles, including the subject Explorer, and placing vehicles into the stream of commerce. The subject vehicle was a 1996 Ford Explorer, VIN# 1FMDU34XXTUB0926 (“Subject Vehicle”).

7. Defendant The Goodyear Tire & Rubber Company (“Goodyear”) is a corporation organized and existing under the laws of the State of Ohio.

8. Defendant The Kelly-Springfield Tire Corporation (“Kelly-Springfield”) is a corporation organized and existing under the laws of the State of Maryland. In 1935, Goodyear bought Kelly-Springfield and thereafter, as the parent company, fully absorbed Kelly-Springfield within Goodyear. Goodyear and Kelly-Springfield were collectively engaged together in the designing, manufacturing, assembling, selling, marketing, distributing, and placing tires into the stream of commerce, including the LT235/75R15 Trailfinder Radial AP Load Range C tire manufactured during the 18<sup>th</sup> week of 1995 at the Kelly-Springfield tire factory in Valleyfield, Quebec, Canada, under DOT code ULHKA7LV185 (“Subject Tire”) involved in the accident which killed Mrs. Gullett.

9. Defendant Lloyd’s Tire Service, Inc. (“Lloyd’s”) was a Washington corporation organized under Washington law, with its principal place of business

in Spokane, Washington. Lloyd's designed, manufactured, assembled, sold, marketed, distributed, and placed retread tires into the stream of commerce, including the Subject Tire retread in 1998 at Lloyd's in Spokane, Washington, under retread DOT code R MHF R1 238.

10. Defendant Tires Plus, Inc. ("Tires Plus") is a Montana corporation organized under Montana law, with its principal place of business in Thompson Falls, Montana. Tires Plus provides its customers a wide range of tire and automotive services including tire sales and service.

11. The true names or capacities, whether individual, corporate, associated, affiliated, or otherwise of Defendants DOES 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Upon information and belief, each of the Defendants sued herein as a fictitious name is legally responsible in some manner for the events and happenings referred to herein, and Plaintiff will seek leave of Court to amend this Complaint to insert their true names and capacities in place and instead of the fictitious names when the same become known to them.

### **JURISDICTION**

12. This Court has subject matter jurisdiction over this action and personal jurisdiction over each of the parties.

13. Ford designed, manufactured, assembled, marketed, and distributed the 1996 Explorer. The subject Explorer was a four-door wagon with a 4.0L V6 engine, and a four-wheel-drive transmission. Ford first distributed the subject vehicle into the stream of commerce in Oregon in 1995. The vehicle moved in

the stream of commerce to the state of Washington where it was serviced at Gus Johnson Ford in Spokane Valley, Washington in 2001. In approximately 2006, the vehicle was transferred in the stream of commerce to the state of Montana where it was licensed and registered. While the vehicle was in Montana, Ford issued a “Safety Recall” (Recall 09V399000). The Safety Recall was provided to all licensed dealers in Montana, as well as all other states, and to owners across the country. Ford provided recall services in Montana for the vehicle, including certified repair and replace services.

14. The Court has specific jurisdiction over Ford for purposes of this litigation based on the facts. The Decedent and survivors reside in Montana. The decedent was a Montana resident prior to her death. The wreck at issue occurred in Montana. The event that initiated the loss of control — the tire failure — occurred in Montana. The subject Explorer had a Montana owner and was transported in the stream of commerce to Montana as Ford fully expected it, and other vehicles, would be. All fact witnesses are in Montana, and at all times relevant to the subject Complaint, Ford was a foreign corporation registered to do business in Montana under business identifier F006241, since 1964, with its registered agent being the CT Corporation System, 3011 American Way, Missoula, Montana, 59808; Ford owned or authorized operation of 36 Ford dealerships throughout Montana; Ford operated subsidiary companies in Montana, including Ford Motor Credit, all of whom employed residents of Montana; and Ford marketed and advertised the Ford Explorer in Montana as a safe and stable passenger-carrying vehicle. The Court does not exceed its powers under the Due



Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that the products will be purchased by consumers in the forum State. Nor does the court exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum, primarily because a State has a “manifest interest” in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors and, where individuals “purposefully derive benefit” from their interstate activities, it is unfair to allow them to escape having to account in other States for consequences that arise proximately from such activities because the Due Process Clause may not be wielded as a territorial shield to avoid interstate obligations that have been voluntarily assumed. This is particularly true in product liability actions and this case where Plaintiff, Plaintiff’s decedent, and the heirs were all Montana residents at the time of Markkaya’s death. The purposes sought to be achieved by Montana’s product liability laws would be furthered by their application to this set of facts. One of the central purposes of Montana’s product liability scheme is to prevent injuries to Montana residents caused by defectively designed products. Montana has a direct interest in the application of its product liability laws because its resident was killed in this Montana accident. Montana adopted a strict liability standard in order to afford maximum protection for consumers against dangerous defects in manufactured products with the focus on the condition of the product, and not on the manu-

facturer's conduct or knowledge. Montana law provides maximum protection and compensation to Montana residents with the focus on the condition of the product and not on the conduct of the manufacturer. Applying Montana's provisions guaranteeing strict liability and full compensation to a cause of action involving a Montana domiciliary injured by a defective product furthers the purposes of Montana law by insuring that the costs to Montana residents due to injuries from defective products are fully borne by the responsible parties. It will also have the salutary effect of deterring future sales of defective products in Montana and encouraging manufacturers to warn Montana residents about defects in their products as quickly and as thoroughly as possible. The guarantee of full compensation for Montana residents who suffer injuries due to defective products certainly does not turn on such fortuitous circumstances as where the product was initially sold. Ford's willingness to serve and sell to Montana consumers, its pervasive marketing on multiple platforms to Montana residents, and its accrual of benefits from Montana consumers buying its products make it reasonable for Ford to anticipate being haled into a Montana court. Ford's actions show its willingness to serve the Montana market and that Defendant derived benefits from Montanans owning Ford brand vehicles. Ford has the required minimum contacts with Montana in this case under a stream of commerce theory.

15. The Court has specific jurisdiction over Good-year and Kelly-Springfield for purposes of this litigation based on the facts. The Decedent and survivors reside in Montana. The decedent was a Montana resident prior to her death. The wreck at issue in this

case occurred in Montana. The event that initiated the loss of control — the Goodyear and Kelly-Springfield tire failure — occurred in Montana. The subject tire had a Montana owner and was transported in the stream of commerce to Montana as Goodyear and Kelly-Springfield fully expected it, and other tires, would be. All fact witnesses are in Montana, and at all times relevant to the subject Complaint, Goodyear was a foreign corporation registered to do business in Montana under business identifier F004802 since 1956, with its registered agent being the CT Corporation System, 3011 American Way, Missoula, Montana, 59808. Kelly-Springfield was a foreign corporation registered to do business in Montana under business identifier F001548 beginning in 1919 until it was absorbed by Goodyear. Goodyear and Kelly-Springfield own, authorize or sell their tires in 80 tire stores throughout Montana; Goodyear and Kelly-Springfield marketed and advertised their tires in Montana as safe passenger-carrying tires. The Court does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that the products will be purchased by consumers in the forum State. Nor does the court exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum, primarily because a State has a “manifest interest” in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors and, where individuals “purposefully derive benefit” from their interstate

activities, it is unfair to allow them to escape having to account in other States for consequences that arise proximately from such activities because the Due Process Clause may not be wielded as a territorial shield to avoid interstate obligations that have been voluntarily assumed. This is particularly true in product liability actions and this case where Plaintiff, Plaintiff's decedent, and the heirs were all Montana residents at the time of Markkaya's death. The purposes sought to be achieved by Montana's product liability laws would be furthered by their application to this set of facts. One of the central purposes of Montana's product liability scheme is to prevent injuries to Montana residents caused by defectively designed products. Montana has a direct interest in the application of its product liability laws because its resident was killed in this accident. Montana adopted a strict liability standard in order to afford maximum protection for consumers against dangerous defects in manufactured products with the focus on the condition of the product, and not on the manufacturer's conduct or knowledge. Montana law provides maximum protection and compensation to Montana residents with the focus on the condition of the product and not on the conduct of the manufacturer. Applying Montana's provisions guaranteeing strict liability and full compensation to a cause of action involving a Montana domiciliary injured by a defective product furthers the purposes of Montana law by insuring that the costs to Montana residents due to injuries from defective products are fully borne by the responsible parties. It will also have the salutary effect of deterring future sales of defective products in Montana and encouraging manufacturers to warn Montana residents about defects in their

products as quickly and as thoroughly as possible. The guarantee of full compensation for Montana residents who suffer injuries due to defective products certainly does not turn on such fortuitous circumstances as where the product was initially sold. Goodyear's and Kelly-Springfield's willingness to serve and sell to Montana consumers, its pervasive marketing on multiple platforms to Montana residents, and its accrual of benefits from Montana consumers buying its products make it reasonable for Goodyear and Kelly-Springfield to anticipate being haled into a Montana court. Goodyear's and Kelly-Springfield's actions show their willingness to serve the Montana market and that they derived benefits from Montanans owning Goodyear and Kelly-Springfield brand tires. Goodyear and Kelly-Springfield have the required minimum contacts with Montana in this case under a stream of commerce theory.

16. The Court has specific jurisdiction over Lloyd's for purposes of this litigation based on the facts. The Decedent and survivors reside in Montana. The decedent was a Montana resident prior to her death. The wreck at issue in this case occurred in Montana. The event that initiated the loss of control — the Lloyd's recapped tire failure — occurred in Montana. The subject tire had a Montana owner and was transported in the stream of commerce to Montana as upon information and belief Lloyd's fully expected it, and other tires, would be. All fact witnesses are in Montana, and at all times relevant to the subject Complaint, Lloyd's was doing business in Spokane, Washington, which is approximately 20 miles from the Idaho border. Upon information and belief, although the recapped tire was initially sold in

Washington, Lloyd's purposely availed itself of the privilege of doing business in Montana in that it designed, manufactured, marketed, and sold retread tires specifically built for interstate travel over road and highways which included Idaho and Montana. Lloyd's marketed and advertised its tires as safe passenger-carrying tires. The Court "does not exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that the products will be purchased by consumers in the forum State. Nor does the court exceed its powers under the Due Process Clause if it asserts personal jurisdiction over a corporation that delivers its products into the stream of commerce with the expectation that they will be purchased by consumers in the forum, primarily because a State has a "manifest interest" in providing its residents with a convenient forum for redressing injuries inflicted by out-of-state actors and, where individuals "purposefully derive benefit" from their interstate activities, it is unfair to allow them to escape having to account in other States for consequences that arise proximately from such activities because the Due Process Clause may not be wielded as a territorial shield to avoid interstate obligations that have been voluntarily assumed. This is particularly true in product liability actions and this case were Plaintiff, Plaintiff's decedent, and the heirs were all Montana residents at the time of Markkaya's death. The purposes sought to be achieved by Montana's product liability laws would be furthered by their application to this set of facts. One of the central purposes of Montana's product liability scheme is to prevent injuries to Montana residents caused by defectively

designed products. Montana has a direct interest in the application of its product liability laws because its resident was killed in this accident. Montana adopted a strict liability standard in order to afford maximum protection for consumers against dangerous defects in manufactured products with the focus on the condition of the product, and not on the manufacturer's conduct or knowledge. Montana law provides maximum protection and compensation to Montana residents with the focus on the condition of the product and not on the conduct of the manufacturer. Applying Montana's provisions guaranteeing strict liability and full compensation to a cause of action involving a Montana domiciliary injured by a defective product furthers the purposes of Montana law by insuring that the costs to Montana residents due to injuries from defective products are fully borne by the responsible parties. It will also have the salutary effect of deterring future sales of defective products in Montana and encouraging manufacturers to warn Montana residents about defects in their products as quickly and as thoroughly as possible. The guarantee of full compensation for Montana residents who suffer injuries due to defective products certainly does not turn on such fortuitous circumstances as where the product was initially sold. Lloyd's willingness to serve and sell to Montana consumers, its pervasive marketing on multiple platforms to Montana residents, and its accrual of benefits from Montana consumers buying its products make it reasonable for Lloyd's to anticipate being haled into a Montana court. Lloyd's actions show its willingness to serve the Montana market and that Lloyd's derived benefits from Montanans owning Lloyd's recapped tires. Lloyd's has the re-

quired minimum contacts with Montana in this case under a stream of commerce theory.

17. The Court has specific jurisdiction over Tires Plus based on the facts and its incorporation under the laws of the State of Montana. At all times relevant to the subject Complaint, Tires Plus was a Montana corporation registered to do business in Montana under business identifier A252558 since 2014, with its registered agent being Carol Fisher, 4879 Highway 200/59873, Trout Creek, Montana, 59874.

#### **VENUE**

18. Venue is proper in Cascade County, Montana, under § 25-2-122(2)(b), MCA, because of Ford's, Goodyear's, Kelly-Springfield's, and Lloyd's incorporation in states other than Montana, and the Plaintiff is a resident of Cascade County, Montana.

#### **BACKGROUND FACTS**

19. In the late winter or early spring of 2015, the Subject Tire was received as a gift from a family friend of the Gulletts and mounted on the rear passenger side of the Subject Vehicle where it remained until the accident occurred on May 22, 2015.

20. On May 15, 2015, the original tire carcass of the Subject Tire mounted on the rear passenger side of the Subject Vehicle was over 20 years old, and the tire had been retreaded by Lloyd's over 16 years earlier.

21. On or about April 29, 2015, the Subject Vehicle was taken to Tires Plus in Thompson Falls, Montana, for tire service and the replacement of the vehicle's two front tires. Tires Plus dismounted the two front



tires and balanced and mounted two used replacement tires on the front of the Subject Vehicle.

22. On May 22, 2015, Mrs. Gullett was driving the Subject Vehicle eastbound on Interstate 90 in Mineral County, Montana, at approximately Mile Post 65.7, when the Subject Tire mounted on the rear passenger side of the Ford Explorer suffered a catastrophic tread/belt separation.

23. The Subject Tire malfunctioned absent any adverse weather conditions, road hazards, unforeseeable misuse or interference from any other vehicles or obstructions.

24. Only a few miles were put on the Subject Vehicle from when Tires Plus performed tire service on the Subject Vehicle until the May 22, 2015, accident.

25. Immediately following the failure of the Subject Tire, the Ford Explorer lost stability and was rendered unstable and uncontrollable.

26. Mrs. Gullett took foreseeable corrective action and the Explorer responded by leaving the roadway, rolling into a ditch, and coming to rest upside down.

27. Mrs. Gullett was injured and died at the scene because of the injuries she sustained during the accident.

28. Mrs. Gullett's death was not instantaneous.

29. At all times relevant to this complaint, nothing had been done to change or alter the design of the Subject Tire, including its carcass and internal components, and all changes in its condition were foreseeable when sold and distributed by Goodyear and Kelly-Springfield and Lloyd's.

30. On May 22, 2015, the Subject Vehicle was in substantially the same condition as when it was originally sold and placed into the stream of commerce by Ford, and nothing had been done to change or alter the design of the Subject Vehicle

**COUNT I**  
**STRICT LIABILITY — DESIGN DEFECTS**  
**AGAINST FORD**

31. Plaintiff incorporates all previous paragraphs as if fully reproduced.

32. The Subject Vehicle Explorer was in a defective condition because of defective design when used as designed, developed, tested, assembled, manufactured, marketed, distributed, and sold by Ford.

33. Due to defects in Ford's design of the Subject Vehicle, the Ford Explorer lost stability and was rendered unstable and uncontrollable, resulting in the accident.

34. The defective nature of the design of the Subject Vehicle includes:

- (a) The Explorer is defective in design from a handling standpoint because it has an tendency to get sideways in emergency situations and does not remain controllable under all operating conditions as required by Ford guidelines, including the tendency to oversteer and skate when a tread/belt separation occurs on one of its tires;
- (b) The Explorer is defective in design from a stability standpoint because it rolls over instead of sliding when loss of directional control occurs on relatively flat level sur-

faces during foreseeable steering maneuvers;

- (c) The Explorer is defective in design because it performs in an unsafe manner when operated in foreseeable emergency situations and corrective maneuvers;
- (d) The Explorer is defective in that the design of the “package”, which includes the combination of track width and vertical center of gravity height, creates an unreasonable risk of rollover given the uses for which the vehicle was marketed;
- (e) The Explorer is defective in design because a combination of the foregoing creates an extreme risk of accident and injuries both beyond the reasonable expectations of consumers and creates a risk that far outweighs any benefit associated with the design given the uses for which the vehicle was marketed; and/or
- (f) The Explorer is defective in design because safer alternative designs regarding stability and control were economically and technologically feasible when the Explorer left the control of Ford.

35. As a direct and proximate result of the defective condition of the Subject Vehicle because of its defective design, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT II**  
**STRICT LIABILITY — FAILURE TO WARN**  
**AGAINST FORD**

36. Plaintiff incorporates all previous paragraphs as if fully reproduced.

37. The Explorer was in a defective condition because of Ford's failure to adequately warn consumers and users about risk of serious injury and death associated with the Explorer, including:

- (a) Its tendency to get sideways in emergency situations and to not remain controllable under all operating conditions as required by Ford guidelines, including the tendency to oversteer and skate when a tread/belt separation occurs on one of its tires;
- (b) Its tendency to roll to over instead of sliding when loss of directional control occurs on relatively flat level surfaces during foreseeable steering maneuvers; and/or
- (c) Its tendency to perform in an unsafe manner when operated in foreseeable emergency situations and corrective maneuvers.

38. As a direct and proximate result of the defective condition of the Subject Vehicle because of Ford's failure to warn, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT III**  
**NEGLIGENCE AGAINST FORD**

39. Plaintiff incorporates all previous paragraphs as if fully reproduced.

40. At all times relevant this Complaint, Ford held itself out to the public as having specialized knowledge in designing and manufacturing SUVs like the Subject Vehicle. Ford owed consumers, including Mrs. Gullett, a duty to use reasonable care in the testing, design, manufacture, assembling, preparation, instructing, and warnings concerning the Subject Vehicle.

41. Because of the knowledge Ford had or should have had related to SUVs and injuries and fatalities being sustained by occupants in SUV accidents, like its Bronco and Explorer model lines, the negligence of Ford includes:

- (a) Ford's failure to use the care in testing, designing, manufacturing, and assembling the Subject Vehicle that a reasonably careful designer, manufacturer or seller would use in similar circumstances to avoid exposing others to a foreseeable risk of harm;
- (b) Ford's failure to design the vehicle from a handling and stability standpoint given how it was marketed;
- (c) Ford's failure to design the vehicle without good rollover resistance given how it was marketed;
- (d) Ford's failure to reasonably test the vehicle from a handling and stability standpoint;
- (e) Ford's failure to meet or exceed internal corporate guidelines in the design and production of the Subject Vehicle;
- (f) Ford's marketing of the vehicle as a safe and stable passenger vehicle given the uses for which it was marketed;

- (g) Ford's advertising of the vehicle as safe and stable family vehicle;
- (h) Ford's failure to warn about the dangerous propensities of the Explorer which Ford knew or had reason to know would expose others to a foreseeable risk of harm;
- (i) Ford's failure to disclose known defects, dangers, and problems to both dealers and the public regarding the Subject Vehicle including: its tendency to get sideways in emergency situations and to not remain controllable under all operating conditions as required by Ford guidelines, including the tendency to oversteer and skate when a tread/belt separation occurs on one of its tires; its tendency to roll to over instead of sliding when loss of directional control occurs on relatively flat level surfaces during foreseeable steering maneuvers; its tendency to perform in an unsafe manner when operated in foreseeable emergency situations and corrective maneuvers; and/or
- (j) Ford's failure to inform consumers, including Mrs. Gullett, of the information Ford knew about rollover risks in Explorers like the Subject Vehicle Explorer, and its failure to disclose known problems with Explorers in foreign countries to conceal problems that Ford knew about from U.S. consumers, including Mrs. Gullett.

42. As a direct and proximate result of Ford's negligence, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and

losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT IV**  
**CLAIM FOR PUNITIVE DAMAGES AGAINST**  
**FORD**

43. Plaintiff incorporates all previous paragraphs as if fully reproduced.

44. Ford had actual knowledge of facts and/or intentionally disregarded facts that created a high probability of injury to Mrs. Gullet and users of Explorers and the Subject Vehicle.

45. Ford deliberately proceeded to act in conscious or intentional disregard of the high probability of injury to Mrs. Gullett and other such users and/or deliberately proceeded to act with indifference to the high probability of injury to Mrs. Gullett and other such users. Ford is guilty of malice as defined by Montana law, under § 27-1-221, MCA, and should be punished and made an example of to discourage Ford others from engaging in like conduct in the future, through an assessment of punitive damages.

**COUNT V**  
**STRICT LIABILITY — DESIGN DEFECTS**  
**AGAINST GOODYEAR AND KELLY-**  
**SPRINGFIELD**

46. Plaintiff incorporates all previous paragraphs as if fully reproduced.

47. The Subject Tire was in a defective condition because of defective design when used as designed, developed, tested, assembled, manufactured, marketed, distributed, and sold by Goodyear and Kelly Springfield.

48. Due to defects in Goodyear's and Kelly-Springfield's design of the Subject Tire, its carcass and internal components, said tire catastrophically failed, resulting in the subject accident.

49. The defective nature of the design of the Subject Tire includes:

- (a) The Subject Tire is defective because its design fails to incorporate nylon overlays, nylon belt edge layers, or nylon safety belts to reduce the hazard of tread/belt separation;
- (b) The Subject Tire is defective in design because its design does not include robust construction elements such as a nylon cap ply, Kevlar or other known means to resist tread/belt separation;
- (c) The Subject Tire is defective in design because it creates an extreme risk of accident and injuries both beyond the reasonable expectations of consumers and creates a risk that far outweighs any benefit associated with the design given the uses for which the vehicle was marketed; and/or
- (d) The Subject tire is defective in design because safer alternative designs were economically and technologically feasible when the Subject Tire left the control of Goodyear and Kelly-Springfield that would have reduced and/or eliminated tread/belt separations.

50. As a direct and proximate result of the defective condition of the Subject Tire because of its defective design, the accident occurred and Mrs.



Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT VI**  
**STRICT LIABILITY — FAILURE TO WARN**  
**AGAINST GOODYEAR AND KELLY-**  
**SPRINGFIELD**

51. Plaintiff incorporates all previous paragraphs as if fully reproduced.

52. The Subject Tire was in a defective condition because of Goodyear's and Kelly-Springfield's failure to adequately warn consumers and users about risk of tread/belt separation associated with tire aging; and that for consumer safety, the Subject Tire should have been removed from service by a date certain many years before the accident.

53. As a direct and proximate result of the defective condition of the Subject Vehicle because of Goodyear's and Kelly-Springfield's failure to warn, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT VII**  
**NEGLIGENCE AGAINST GOODYEAR AND**  
**KELLY-SPRINGFIELD**

54. Plaintiff incorporates all previous paragraphs as if fully reproduced.

55. At all times relevant this Complaint, Goodyear and Kelly-Springfield held themselves out to the public as having specialized knowledge in designing and manufacturing car and truck tires like the Subject Tire. Goodyear and Kelly-Springfield owed

consumers, including Mrs. Gullett, a duty to use reasonable care in the testing, design, manufacture, assembling, preparation, instructing, and warnings concerning the Subject Tire.

56. Because of the knowledge Goodyear and Kelly-Springfield had or should have had related to car and truck tires and injuries and fatalities suffered by motor vehicle occupants when catastrophic tread/belt separation occurs, the negligence of Goodyear and Kelly-Springfield includes:

- (a) Failing to use the care in testing, designing, manufacturing, and assembling the Subject Tire that a reasonably careful designer, manufacturer or seller would use in similar circumstances to avoid exposing others to a foreseeable risk of harm from catastrophic tire failure and tread/belt separation; and/or
- (b) Failing to adequately warn consumers and users about risk of tire aging, and that for consumer safety and to guard against catastrophic tire failure and tread-belt separation that the Subject Tire should have been removed from service by a date certain many years before the accident.

57. As a direct and proximate result of Goodyear's and Kelly-Springfield's negligence, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT VIII**  
**STRICT LIABILITY AGAINST LLOYD'S**  
**DESIGN**

58. Plaintiff incorporates all previous paragraphs as if fully reproduced.

59. The Subject Tire was in a defective condition because of defective design when used as designed, developed, tested, assembled, manufactured, marketed, distributed, and sold by Lloyd's.

60. Due to defects in Lloyd's design of the retreaded Subject Tire, it catastrophically failed, resulting in the accident.

61. The defective nature of the design of the retreaded Subject Tire includes:

- (a) The Subject Tire is defective because its design fails to incorporate nylon overlays, nylon belt edge layers, or nylon safety belts to reduce the hazard of tread belt separation;
- (b) The Subject Tire is defective in design because its design does not include robust construction elements such as a nylon cap ply, Kevlar or other known means to resist tread-belt separation;
- (c) The Subject Tire is defective in design because it creates an extreme risk of accident and injuries both beyond the reasonable expectations of consumers and creates a risk that far outweighs any benefit associated with the design given the uses for which the vehicle was marketed; and/or
- (d) The Subject Tire is defective in design because safer alternative designs were eco-

nomically and technologically feasible when the Subject Tire left the control of Lloyd's that would have reduced and/or eliminate tread/belt separations;

62. As a direct and proximate result of the defective condition of the Subject Tire because of Lloyd's design, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT IX**  
**STRICT LIABILITY — FAILURE TO WARN**  
**AGAINST LLOYD'S**

63. Plaintiff incorporates all previous paragraphs as if fully reproduced.

64. The Subject Tire was in a defective condition because of Lloyd's failure to adequately warn consumers and users about risk of tread/belt separation associated with tire aging, and that for consumer safety the Subject Tire should have been removed from service by a date certain many years before the accident.

65. As a direct and proximate result of the defective condition of the Subject Tire because of Lloyd's failure to warn, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT X**  
**NEGLIGENCE AGAINST LLOYD'S**

66. Plaintiff incorporates all previous paragraphs as if fully reproduced.

67. At all times relevant this Complaint, Lloyd's held itself out to the public as having specialized knowledge in designing and manufacturing retread car and truck tires like the Subject Tire. Lloyd's owed consumers, including Mrs. Gullett, a duty to use reasonable care in the testing, design, manufacture, assembling, preparation, instructing and warnings concerning the Subject Tire.

68. The negligence of Lloyd's includes:

- (a) Failing to use the care in testing, designing, manufacturing, and assembling the Subject Tire that a reasonably careful designer, manufacturer or seller would use in similar circumstances to avoid exposing others to a foreseeable risk of harm from catastrophic tire failure and tread/belt separation; and/or
- (b) Failing to adequately warn consumers and users about risk of tire aging, and that for consumer safety and to guard against catastrophic tire failure and tread-belt separation that the Subject Tire should have been removed from service by a date certain many years before the accident.

69. As a direct and proximate result of Lloyd's negligence, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

**COUNT XI**  
**NEGLIGENCE CLAIM AGAINST TIRES PLUS**

70. Plaintiff incorporates all previous paragraphs as if fully reproduced.

71. At all times relevant this Complaint, Tires Plus held itself out to the public as having specialized knowledge in tire and auto repair services

72. Tires Plus in performing tire service on the Subject Vehicle owed consumers and persons reasonably expected to use the Subject Vehicle, including Mrs. Gullett, a duty to use the care in inspecting and servicing the Subject Vehicle and its tires that a reasonable careful tire and automobile service center would use in similar circumstances to avoid exposing others to a foreseeable risk of harm from catastrophic tire failure and tread/belt separation and to warn the consumers or intended users of defects which it knew or should have known in exercising ordinary care, which defects rendered the Subject Vehicle and Subject Tire unreasonably dangerous to users.

73. On May 15, 2015, the Subject Tire had an adequate and safe tread depth, but clearly visible heavier wear was on the shoulder mounted toward the inside where the separation started, evidencing an imminent catastrophic tread/belt separation that should have been detected by Tires Plus.

74. Part of preserving a viable car requires switching out a faulty tire and when the Subject Vehicle was brought to it for tire service on May 15, 2015, Tires Plus had a duty to inspect and evaluate all the vehicle's tires for uneven tire wear, fracturing, or bulging treads or sidewalls that may suggest there is wear or weakness, tread pulling away from the body of the tire.

75. Tires Plus knew or should have known:

- (a) That tires, like the Subject Tire, ought to not be utilized for longer than 10 years;

- (b) That a replacement tire is needed if there is irregular tread wear or damage to a tire that cannot be repaired and is subject to a catastrophic tread/belt separation; and
- (c) That failure to take corrective action in such instances can cause catastrophic tire failure and loss of vehicle control leading to injury and death.

76. Tires Plus failed to use the care which a reasonably prudent automotive and tire service Center would use in the conduct of its business and breached its duty in various ways, including but not limited to one or more of the following negligent acts:

- (a) By failing to properly train and instruct its employees on proper tire inspection procedures;
- (b) By failing to properly inspect the tire which failed and failing to use due care in inspecting and/or servicing the Subject Vehicle and Subject Tire;
- (c) By failing to make a reasonable inspection to discover the defective, dangerous and hazardous condition relating to the Subject Tire's imminent tread/belt separation;
- (d) By failing to warn of the impending tread/belt separation in the Subject Tire which failed and the need to take it out of service;
- (e) By failing to make a reasonable inspection to discover the advanced age of the Subject Tire which should have been taken out of service;

- (f) By failing to warn of the advanced age of the Subject Tire and the need to take it out of service; and/or
- (g) By failing to exercise reasonable care for the safety of the Mrs. Gullett.

77. As a direct and proximate result of Tires Plus's negligence, the accident occurred and Mrs. Gullett was injured and killed, resulting in damages, harms, and losses to her heirs and estate, as detailed below, for which Plaintiff seeks to recover damages.

### **PLAINTIFF'S DAMAGES**

#### **A. Survival Cause of Action.**

1. As a direct and proximate legal result of the foregoing events and the wrongful acts and conduct of Defendants, Mrs. Gullett suffered serious injuries and eventually died. Said injuries resulted in damages to her and her estate, both prior to and after her death, including mental and physical pain and suffering, lost wages and loss of earning capacity, loss and destruction of her established course of life, and funeral and burial expenses, each for which this survival action is brought on behalf of the Estate of Markkaya Jean Gullett.

#### **B. Wrongful Death Cause of Action.**

2. At the time of her death, Mrs. Gullett left surviving her husband, Ross Gullett, and their minor children, Kiona Gullett and Kayah Gullett.

3. As a direct and proximate legal result of the foregoing events and the wrongful acts and conduct of Defendants, they suffered serious damages resulting from Mrs. Gullett's death, in both the past and in the future, including damages for the loss to Ross Gullett, Kiona Gullett, and Kayah Gullett for his



wife's and their mother's counsel, protection, aid, guidance, comfort, society, and support, and mental anguish, each for which this wrongful death action is now brought on their behalf.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff demands judgment against each of the Defendants for all damages allowed by law, together with costs of suit and for all such other and further relief to which Plaintiff may be justly entitled, including but not limited to:

1. All damages, special and general, recoverable under Montana law, including but not limited to all economic and non-economic damages, survival damages and wrongful death damages in a reasonable sum to be proven at trial;
2. All recoverable costs as allowed by law;
3. Pre-judgment interest on Plaintiff's damages as allowed by law; and
4. Such other relief as may be just and equitable.

And, WHEREFORE, Plaintiff also demands judgment against Ford for punitive damages in a sufficient amount to discourage it and others from engaging in like conduct in the future.

Dated this 2<sup>nd</sup> day of May, 2018.

By: /s/ Dennis Conner

Dennis P. Conner  
CONNER & MARR, PLLP  
P.O. Box 3028  
Great Falls, MT 59403-3028  
*Attorneys for Plaintiff*

**DEMAND FOR TRIAL BY JURY**

Plaintiff demands a trial by jury on all causes of action and/or claims for relief alleged in, and on all issues raised by, this Complaint.

Dated this 2<sup>nd</sup> day of May, 2018.

By: */s/ Dennis Conner*

Dennis P. Conner

CONNER & MARR, PLLP

P.O. Box 3028

Great Falls, MT 59403-3028

*Attorneys for Plaintiff*



I, Eric Kalis, being first duly sworn Upon oath, depose and say as follows:

1. My name is Eric Kalis. I am over the age of 18 and have no legal disability. I have personal knowledge of the matters set forth in this affidavit, unless otherwise stated, and if called as a witness, I would be competent to testify to the matters in this affidavit. The facts stated in this affidavit are true and correct.

2. I am employed by Ford Motor Company (“Ford”) in the Design Analysis Engineering Department as a Design Analysis Engineer. My current job title is Technical Leader, By virtue of my position, I am generally familiar with Ford’s design and development of the vehicle at issue in this matter, Ford’s United States business operations, and the locations of Ford’s manufacturing facilities. I am also familiar with certain records that Ford keeps on the vehicles it builds.

3. Ford is in the business of designing and manufacturing new cars and trucks.

4. Ford was incorporated in the state of Delaware and its principal place of business is in Dearborn, Michigan.

5. The vehicle described in Plaintiff’s Complaint is a 1996 Ford Explorer XL 4x4 with vehicle identification number 1FMDU34XXTUB09265. That particular vehicle was finally assembled by Ford in Louisville, Kentucky, on October 18, 1995. The Explorer was first sold by Ford to an independently-owned dealership in Washington.

6. Ford's design and development decisions with respect to this vehicle would not have been made in Montana.

7. Ford does not have a manufacturing plant in Montana.

8. This particular vehicle was not originally sold by Ford in Montana.

I declare under penalty of perjury under the laws of the State of Michigan that the foregoing is true and correct.

Further Affiant Sayeth Not.

Dated this 6<sup>th</sup> day of July, 2018.

/s/ E. Kalis \_\_\_\_\_

Erick Kalis

Subscribed and sworn to before me on this 6 day of July, 2018.

/s/ Linda G. Bingham \_\_\_\_\_

Notary Public for the  
State of Michigan

My Commission Expires:

08-15-2023 \_\_\_\_\_

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LINDA G. BINGHAM  
NOTARY PUBLIC – STATE  
OF MICHIGAN  
COUNTY OF WAYNE

My Commission Expires  
August 15, 2023

Acting in the County of  
Wayne

**PETITION FOR WRIT OF SUPERVISORY  
CONTROL – EXHIBIT C**

**CARFAX® Vehicle History Report™**

An independent company established in 1986

Vehicle Information:	Branded Titles: Not Actual Mileage, Rebuilt, Salvage
1996 FORD EXPLORER	3 Previous owners
VIN: 1FMDU34XXTUB09265	At least 1 open recall
4 DOOR WAGON/SPORT UTILITY	3 Service history records
4.0L V6 F	Personal vehicle
GASOLINE	Last owned in Montana
REAR WHEEL DRIVE W/ 4X4	
<a href="#">Standard Equipment</a>   <a href="#">Safety Options</a>	

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 7/5/18 at 12:27:40 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

<b>CARFAX Ownership History</b> The number of owners is estimated	Owner 1	Owner 2	Owner3
Year purchased	1996	2007	2009
Type of owner	Personal	Personal	Personal
Estimated length of ownership	11 yrs. 1 mo.	11 months	9 yrs. 2 mo.
Owned in the following states/provinces	See Details	Montana	Montana
Estimated miles driven per year	8,977/yr	-	-

Last reported odometer reading	100,213	-	-
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<b>CARFAX Title History</b> CARFAX guarantees the information in this section	Owner 1	Owner 2	Owner 3
Salvage / Junk / Rebuilt / Fire / Flood / Hail / Lemon	Alert! Problem Found	No Additional Problems	No Additional Problems
Not Actual Mileage / Exceeds Mechanical Limits	No Problem	No Problem	Alert! Problem Found
Alert! Severe problems were reported by a state Department of Motor Vehicles (DMV). This vehicle does not qualify for the CARFAX Buyback Guarantee.			

<b>CARFAX Additional History</b> Not all accidents / issues are reported to CARFAX.	Owner 1	Owner 2	Owner 3
Total Loss No total loss reported to CARFAX.	No Issues Reported	No Issues Reported	No Issues Reported
Structural Damage No structural damage reported to CARFAX.	No Issues Reported	No Issues Reported	No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	No Issues Reported	No Issues Reported	No Issues Reported
Odometer Check DMV title problems reported	No Issues Indicated	No Issues Indicated	Odometer Problem



Accident / Damage DMV title problems reported. Accident reported on 05/22/2015	Severe Damage	No New Issues Reported	Accident Reported
Manufacturer Recall At least 1 manufacturer recall requires service. Locate an authorized <u>Ford</u> or <u>Lincoln Mercury</u> dealer or call 866-436-7332 to obtain more information about this recall	No Recalls Reported	No Recalls Reported	Recall Reported
Basic Warranty Original manufacturer warranty likely voided by manufacturer after vehicle was severely damaged.	Warranty Voided	Warranty Voided	Warranty Voided

<b>CARFAX Detailed History</b>				
Owner 1 Purchased:	Date:	Mile-age:	Source:	Comments:
1996 Type: Personal Where: Oregon, Washing- ton, Montana Est. miles/year: 8,977/yr Est. length owned: 2/13/96 4/12/07 (11yrs. 1 mo.)	10/23/ 1995		NICB	Vehicle manufac- tured and shipped to original dealer
	02/13/ 1996	74	Oregon Motor Vehicle Dept. Weston, OR	Odometer reading reported
	03/01/ 1996		Oregon Motor Vehicle Dept. Weston, OR Title #9606119610	Title issued or updated First owner reported Titled or registered as personal vehicle Loan or lien reported

	03/16/ 1999	52,000	Washington Inspection Station Spokane, WA	Passed emissions inspection
	09/15/ 1999	56,200	Washington Motor Vehicle Dept. Liberty Lake, WA Title #9925838611	SALVAGE TITLE/CERTIFI CATE ISSUED REBUILT TITLE ISSUED
	03/28/ 2000	61,000	Washington Inspection Station Spokane, WA	Passed emissions inspection
	02/09/ 2001	66,884	Gus Johnson Ford Spokane Valley, WA 509- 924-1000 gusjohnson- ford.com	Vehicle serviced
	03/12/ 2001		Washington Motor Vehicle Dept. Liberty Lake, WA Title #9925838611	SALVAGE TITLE/CERTIFI CATE ISSUED REBUILT TITLE ISSUED
	02/20/ 2002		Washington Motor Vehicle Dept. Spokane, WA	Registration updated when owner moved the vehicle to a new location
	03/15/ 2003	75,617	Washington Inspection Station Spokane, WA	Passed emissions inspection
	03/17/ 2003		Washington Motor Vehicle Dept. Veradale, WA	Registration updated when owner moved the vehicle to a new location
	12/02/ 2003		Washington Motor Vehicle Dept. Spokane, WA Title #9925838611	Title or registra- tion issued Loan or lien reported Registration updated when

				owner moved the vehicle to a new location
03/26/2005	87,202	Washington Inspection Station Spokane, WA		Failed emissions inspection
03/29/2005		Autocraft Of Spokane Spokane Valley, WA 509-924-8738 autocraftspokane.com		Vehicle serviced
03/30/2005	87,300	Washington Inspection Station Spokane, WA		Passed emissions inspection
03/21/2006		Washington Motor Vehicle Dept. Veradale, WA Title #0333639207		REBUILT TITLE ISSUED Loan or lien reported Registration updated when owner moved the vehicle to a new location Vehicle color noted as Green
09/29/2006		Autocraft Of Spokane Spokane Valley, WA 509-924-8738 autocraftspokane.com		Serpentine belt replaced Brake pads replaced
04/12/2007	100,201	Montana Motor Vehicle Dept.		Vehicle purchase reported
06/04/2007	100,213	Montana Motor Vehicle Dept. Thompson Falls, MT Title #G868910		Registration issued or renewed Loan or lien reported Vehicle color

				noted as Green
Owner 2 Purchased: 2007 Type: Personal Where: Montana Est. length owned: 7/13/07 6/15/08 (11 months)	<b>Date:</b>	<b>Mile- age:</b>	<b>Source:</b>	<b>Comments:</b>
	07/13/ 2007		Montana Motor Vehicle Dept. Thompson Falls, MT Title #G868910	Title issued or updated New owner reported Loan or lien reported Vehicle color noted as Green
	Hold on, it looks like the rebuilt title from Washington didn't get transferred to Montana when this vehicle was sold. This may be a case of Title Washing. Get an inspection before you buy.			
	06/15/ 2008		Montana Motor Vehicle Dept.	Vehicle purchase reported
	07/28/ 2008		Montana Motor Vehicle Dept. Thompson Falls, MT Title #G868910	Title issued or updated Vehicle repos- sessed Vehicle color noted as Green
Owner 3 Purchased: 2009 Type: Personal Where: Montana Est. length owned: 4/24/09 - present (9 yrs 2 mo.)	<b>Date:</b>	<b>Mile- age:</b>	<b>Source:</b>	<b>Comments:</b>
	04/24/ 2009		Montana Motor Vehicle Dept.	Vehicle purchase reported
	06/19/ 2009		Montana Motor Vehicle Dept. Thompson Falls, MT Title #AA0065145	Title or registra- tion issued New owner reported Loan or lien reported Vehicle color noted as Green
	06/30/ 2009		Montana Motor Vehicle Dept	NOT ACTUAL MILEAGE

				<p>TITLE ISSUED</p> <p>CARFAX Advisor™</p> <p>A NAM title is issued when the owner discloses to a DMV mileage fraud, a broken odometer or that the actual mileage of this vehicle is unknown.</p> <p>Mileage reported after this reading is potentially unreliable.</p>
	10/05/2009		Ford Motor Company	<p>Manufacturer Safety recall issued</p> <p>NHTSA #09V399000</p> <p>Recall #09S09</p> <p>SPEED CONTROL SYSTEM MODIFICATION</p> <p>Status: Remedy Available</p> <p>Locate an authorized Ford or Lincoln Mercury dealer or call 866-436-7332 to obtain more information</p> <p>Learn more about this recall</p>
<p>Description: FORD IS RECALLING MODEL YEARS 1995-2003 WINDSTAR, 2000-2003 EXCURSION DIESEL, 1993-1997 AND 1999-2003 F-250 SD THROUGH F-550 SD DIESEL, 1992-2003 E-150 THROUGH E-550, 1995-2002 EXPLORER, 1997 AND 2002</p>				

MERCURY MOUNTAINEER, 1995-1997 AND 2001-2003 RANGER, AND 1994 F53 VEHICLES EQUIPPED WITH THE TEXAS INSTRUMENTS SPEED CONTROL DEACTIVATION SWITCH (SCDS). THE SCDS MAY LEAK INTERNALLY AND THEN OVERHEAT, SMOKE, OR BURN.

A VEHICLE FIRE COULD OCCUR WITH OR WITHOUT THE ENGINE RUNNING.

Remedy: FORD WILL NOTIFY OWNERS THAT DEALERS WILL INSTALL A FUSED WIRING HARNESS IN LINE WITH THE SCDS. ON 1999-2003 WINDSTAR VEHICLES WITH A LEAKING SCDS, DEALERS WILL ALSO INSPECT THE ABS CONTROL MODULE CONNECTOR AND REPAIR AS NECESSARY. REPAIRS WILL BE COMPLETED FREE OF CHARGE. THE SAFETY RECALL BEGAN ON OCTOBER 27, 2009. OWNERS MAY CONTACT FORD AT 1-888-222-2751.

08/16/2010	Montana Motor Vehicle Dept. Thompson Falls, MT Title #AA0065145	Registration issued or renewed Loan or lien reported Vehicle color noted as Green	
09/14/2011	Montana Motor Vehicle Dept. Thompson Falls, MT Title #AA0065145	Registration issued or renewed Loan or lien reported Vehicle color noted as Green	
08/29/2012	Montana Motor Vehicle Dept. Thompson Falls, MT Title #AA0065145	Registration issued or renewed Loan or lien reported Vehicle color noted as Green	
07/31/2013	Montana Motor Vehicle Dept. Thompson Falls, MT Title #AA0065145	Registration issued or renewed Loan or lien reported Vehicle color noted as Green	
08/06/2014	Montana Motor Vehicle	Registration issued or	

	Dept. Thompson Falls, MT Title #AA0065145	renewed Loan or lien reported Vehicle color noted as Green	
			Avoid financial headaches. Make sure the loan has been paid off if you're buying from a private seller.
05/22/2015	Montana Damage Report	Accident reported Vehicle over- turned It hit a utility pole / light support It hit an embankment Disabling damage reported Vehicle towed	
Print this CARFAX Report and take it to your pre-purchase inspection			

Have Questions? Please visit our Help Center at [www.carfax.com](http://www.carfax.com)

## CARFAX Glossary

### Accident Indicator

CARFAX receives information about accidents in all 50 states, the District of Columbia and Canada.

Not every accident is reported to CARFAX. As details about the accident become available, those additional details are added to the CARFAX Vehicle History Report. CARFAX recommends that you have this vehicle inspected by a qualified mechanic.

- According to the National Safety Council, Injury Facts, 2015 edition, 8% of the 254 million

registered vehicles in the U.S. were involved in an accident in 2013. Over 74% of these were considered minor or moderate.

- This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 7/5/18 at 12:27:40 PM (CDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

#### **Montana Damage Reports:**

- Provide an estimate of the extent of damage in its accident reports for the following:
  - **SEVERE/TOTALED:** The vehicle cannot be driven from the accident scene due to severe damage or an injury. This level of damage often results in a Salvage or Junk title.
  - **MODERATE:** The accident damage affects the operation of the vehicle and/or its parts. Examples include broken windows, trunk lids, doors, bumpers and tires.
  - **FUNCTIONAL:** The vehicle could be driven from the accident location.
  - **MINOR:** The accident damage does not affect the operation of the vehicle. Examples Include dented bumpers, fenders, grills and body panels. This level of accident should not compromise vehicle safety.
  - **NO DAMAGE:** The vehicle was not damaged,



- Are required if the estimated damage exceeds \$1000

**Failed Emissions Inspection**

The emissions check performed during a vehicle inspection indicated the vehicle was emitting more than allowable emissions standards and/or had missing or modified parts. Repeated failed emissions records can indicate engine problems and CARFAX recommends you have the vehicle inspected.

**Federal Odometer Act**

The Federal Odometer Act requires a seller to disclose the vehicle's mileage on the title when ownership is transferred. Congress enacted this Act to prohibit odometer tampering and to protect consumers from mileage fraud. Under this act, sellers must disclose any issues with the vehicle's odometer, These disclosures translate into the Exceed Mechanical Limits and Not Actual Mileage titles.

**First Owner**

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership,

**Ford or Lincoln Mercury Recall**

The Ford Motor Company provides Carfax with Field Service Action and recall information regarding safety, compliance and emissions programs announced since 2000 for a specific vehicle. For complete information regarding programs or concerns about this vehicle, please contact a local Ford or Lincoln Mercury Dealer.

**Manufacturer Recall**

Automobile manufacturers issue recall notices to inform owners of car defects that have come to the

manufacturer's attention, Recalls also suggest improvements that can be made to improve the safety of a particular vehicle. Most manufacturer recalls can be repaired at no cost to you.

**New Owner Reported**

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

**Not Actual Mileage Title**

When the seller certifies, under the Federal Odometer Act, that the odometer reading does not reflect the vehicle's actual mileage. This may occur because the odometer was tampered with, broken, or replaced.

**Ownership History**

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1901 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

**Rebuilt/Reconstructed Title**

A Rebuilt/Reconstructed vehicle is a salvage vehicle that has been repaired and restored to operation. These vehicles are often severely damaged before they are rebuilt and refurbished parts are typically

used during reconstruction. In most states, an inspection of the vehicle is required before the vehicle is allowed to return to the road.

### **Repossession**

When a repossession occurs a vehicle owner fails to make loan payments, and the financial institution holding the title takes possession of the vehicle.

### **Salvage Title**

A Salvage Title is issued on a vehicle damaged to the extent that the cost of repairing the vehicle exceeds approximately 75% of its pre-damage value. This damage threshold may vary by state. Some states treat Junk titles the same as Salvage but the majority use this title to indicate that a vehicle is not road worthy and cannot be titled again in that state. The following eleven states also use Salvage titles to identify stolen vehicles - AZ, FL, GA, IL, MD, MN, NJ, NM, NY, OK and OR.

### **Title Issued**

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

### **Title Washing**

Title Washing is the process through which a vehicle's title is altered to conceal information that would normally be included. This can be accomplished by either physically altering printed documents or reapplying for a title without disclosing its prior history. Since the CARFAX database retains information about branded titles from all 50 states and

the Canadian provinces, the CARFAX Report may help uncover potential title washing.

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Covered by United States Patent Nos, 7,113,853; 7,778,841; 7,596,512, 8,600,823; 8,595,079; 8,606,648; 7,505,838.

7/5/18 12:27:40 PM (CDT)

STATE OF MINNESOTA  
COUNTY OF HENNEPIN DISTRICT COURT  
FOURTH JUDICIAL DISTRICT

Case Type: Personal Injury

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ADAM BANDEMER,

*Plaintiff,*

v.

FORD MOTOR COMPANY, ERIC HANSON  
& GREG HANSON,

*Defendants.*

---

**COMPLAINT**

---

**THE PARTIES**

Plaintiff ADAM BANDEMER is an individual who is domiciled in Crow Wing County, Minnesota.

Defendant ERIC HANSON is an individual who is domiciled in Todd County, Minnesota. Defendant Hanson resides at 27159 Cty. 26, Browerville, MN 56438.

Defendant GREG HANSON is an individual who is domiciled in Todd County, Minnesota. Defendant Hanson resides at 27159 Cty. 26, Browerville, MN 56438.

Defendant FORD MOTOR COMPANY, hereinafter referred to as "FORD" is a foreign corporation organized in Delaware with a principle place of business in Michigan, who conducts business within the state of Minnesota. FORD may be served through its registered agent CT Corporation System Inc. at 100

South Fifth Street, Suite #1075 Minneapolis, MN 55402, USA.

### **STATEMENT OF FACTS**

On January 8, 2015 Plaintiff Adam Bandemer was the passenger traveling in a 1994 Ford Crown Victoria VIN No. 2FALP73WXRX136741 (hereinafter referred to as “the subject vehicle”), operated by Defendant Eric Hanson. The subject vehicle was traveling westbound on Azalea Road when Defendant Eric Hanson struck a snow plow truck from behind, eventually landing in a roadside ditch. The subject vehicle received significant frontal impact damage. The airbags of the subject vehicle did not deploy. Plaintiff suffered a severe brain injury as a result of the impact.

### **STATEMENT OF LAW**

When Defendant Ford manufactured the subject 1994 Crown Victoria, they had a duty to use reasonable care to design the vehicle so that it was not unreasonably dangerous to users and those exposed to the vehicle when it was used as intended, and or used in a way that the Defendant Ford reasonably could have anticipated.

When Defendant Ford designed and manufactured the subject vehicle, they had a duty to keep up with scientific knowledge and advances in the field. Defendant Ford had a duty to design its vehicle according to the knowledge and advances that existed in the field at the time the vehicle was designed and sold.

Defendant Ford had a duty to provide reasonable warnings for its vehicle.

Defendant Ford had a duty to not sell a defective automobile: An automobile is defective if it is in a condition unreasonably dangerous to the ordinary user. A defect in a product such as the subject Ford automobile may be caused by the way it was designed, manufactured, assembled, inspected and or tested. Further, an automobile is defective if not accompanied by appropriate warnings about any dangerous conditions of the vehicle.

Defendant Ford had a duty to use reasonable care to protect people, such as Adam Bandamer from being exposed to an unreasonable risk of harm from its product.

Defendant Ford had a duty to use reasonable care after the manufacture and sale of the subject Ford vehicle to provide post sale warnings of product dangers to those that may be exposed to harm.

Defendant Ford is legally responsible for a defect in any component part of the subject vehicle.

**CAUSE OF ACTION ONE**  
**NEGLIGENCE AGAINST HANSON**  
**DEFENDANTS**

On or about January 8, 2015, Defendant Eric Hanson breached a legal duty of care owed to Plaintiff. Specifically, Defendant Eric Hanson was negligent in the operation of a motor vehicle and caused the collision which resulted in the injuries sustained by Plaintiff.

Defendant Eric Hanson's acts and/or omissions constitute a failure to use ordinary care and was a proximate and producing cause of Plaintiffs injuries and damages as described more thoroughly herein. Defendant Hanson is therefore liable to Plaintiff for

the personal injuries and damages sustained as a direct result of his negligence.

That all times material, Eric Hanson was operating a motor vehicle legally owned and titled to his father, Defendant Greg Hanson with his consent, express and/or implied, and therefore Eric Hanson is deemed the agent of the owner within the meaning of Minn. Stat §169.09, subdivision 5a. As a result, Defendant Greg Hanson is vicariously and statutorily liable for the negligent acts and omissions of Defendant Eric Hanson.

**CAUSE OF ACTION TWO**  
**STRICT LIABILITY AGAINST DEFENDANT**  
**FORD**

Defendant Ford is the manufacturer of the subject vehicle, which is defective and unreasonably dangerous in its design and manufacture as marketed. Defendant Ford is liable to the Plaintiff on the basis of strict liability because it designed, manufactured, advertised, marketed, tested, inspected, furnished, sold and distributed the subject vehicle by placing it into the stream of commerce when it was neither merchantable nor reasonably suited for the use for which it was intended and was otherwise defective and unreasonably dangerous. At the time of the incident made the basis of Plaintiff's Complaint, the subject vehicle was in substantially the same condition as when designed, manufactured, furnished, sold and/or distributed, and the defective nature of the subject vehicle was the proximate and producing cause of the injuries and damages sustained by Plaintiff.



The defective airbag system sold by Defendant Ford contained an airbag system that failed to deploy upon significant frontal impact of the 1994 Crown Victoria.

The subject 1994 Crown Victoria and its component parts were also in a defective and unreasonably dangerous condition at the time of the aforesaid occurrence in that:

- a. The passenger front airbag inflators were defectively and/or inadequately designed, tested, manufactured, assembled and installed as they should have deployed during the subject impact.
- b. The vehicle was not reasonably crashworthy.
- c. The passenger side airbag and its component parts were defective due to inadequate or absent warnings and/or proper notice to alert users regarding the hazardous conditions, as herein described, involving their use and operation both before the sale of the Ford vehicle and thereafter.

The unreasonably dangerous nature of the subject vehicle created a high probability that the vehicle, when involved in foreseeable frontal impacts, would result in severe and permanent personal injuries. Defendant Ford knew or should have known of the risks associated with the use and operation of the vehicle prior to production and marketing of the subject vehicle, and in a conscious disregard of the consequences, willfully, wantonly, and recklessly manufactured and sold the subject vehicle. The aforesaid defects in the subject vehicle were not

known to the Plaintiff and were not discoverable through reasonable inspection.

**CAUSE OF ACTION THREE**  
**NEGLIGENCE AGAINST DEFENDANT FORD**

At the time Defendant Ford designed, developed, manufactured, engineered, tested, marketed, inspected, distributed and/or sold the subject vehicle, it had a duty to exercise reasonable care in order to provide a safe product and to design, manufacture, engineer, test, inspect, market, distribute and sell the product so as not to subject occupants to an unreasonable risk of injury, harm or death.

**CAUSE OF ACTION FOUR**  
**BREACH OF WARRANTY AGAINST**  
**DEFENDANT FORD**

Defendant Ford breached express and implied warranties of merchantability and fitness for a particular purpose to the motoring public and specifically to foreseeable users including the Plaintiff regarding the safety and crashworthiness of the subject vehicle.

The defective airbag system sold and placed into the stream of commerce by Defendant Ford was done with the representation to the motoring public and to Plaintiff that it was safe. The vehicle was used in a manner reasonably intended to be used and which Defendant Ford anticipated its use. Because of the aforementioned defects in the design, manufacture, marketing and Defendants' carelessness and negligence, the airbag system failed, causing significant permanent injuries to Plaintiff. The failure of the airbag system was a breach of the warranty of merchantability, fitness for a particular purpose and the express warranty that the vehicle was safe and

crashworthy. The breaches of the warranties were direct and proximate causes of the injuries and damages sustained by Plaintiff.

### **DAMAGES**

As a direct and proximate result of the negligent, careless, willful, wanton, fraudulent and intentional conduct of the named defendants, Plaintiff Adam Bandemer sustained severe, painful and permanent injuries including a lifelong lasting brain injury and disfigurement, thus satisfying the thresholds set forth in Minn. Stat § 65B.51. His injuries have in the past and will in the future require Plaintiff to incur substantial medical costs for care and treatment thus satisfying the thresholds set forth in Minn. Stat § 65B.51; that said injuries have in the past and will in the future cause pain, disability, disfigurement, emotional distress and loss of enjoyment of life; that Plaintiff Adam Bandemer has in the past and will in the future suffer lost wages and a permanent diminution in earning capacity.

WHEREFORE, Plaintiff prays for judgment against each Defendant in an amount in excess of Fifty Thousand and no/100 (\$50,000.00) Dollars together with interest, costs and disbursements incurred herein and for such other and further relief that the Court deems just and equitable, including pre and post-verdict interest.

I hereby acknowledge that sanctions may be awarded pursuant to Minn. Stat § 549.211.

KASTER LYNCH FARRAR & BALL, LLP

Dated: September 2, 2016 By /s/ Kyle Farrar

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ATTORNEYS FOR THE  
PLAINTIFF

STATE OF MINNESOTA  
COUNTY OF TODD DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT COURT

Case Type: Product Liability

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ADAM BANDEMER,

*Plaintiff,*

v.

FORD MOTOR COMPANY, ERIC HANSON  
& GREG HANSON,

*Defendants.*

---

Court File No.: 77-CV-16-1025

---

**FORD MOTOR COMPANY'S RESPONSE TO  
PLAINTIFF'S FIRST SET OF  
JURISDICTIONAL REQUEST FOR  
ADMISSIONS**

---

Defendant Ford Motor Company ("Ford"), by and through counsel, responds to Plaintiff's First Set of Jurisdictional Requests for Admissions as follows:

**PRELIMINARY STATEMENT**

Ford provides these Responses subject to and without waiving its jurisdictional objections set forth in Ford's forthcoming Motion to Dismiss for Lack of Personal Jurisdiction ("Motion to Dismiss"), which will be heard on February 3, 2017, specifically that this Court does not have personal jurisdiction over Ford in this case. In particular, Ford is not "at home"

in Minnesota for purposes of general jurisdiction because (1) Ford is incorporated in Delaware and (2) its principal place of business is in Michigan. Further, Ford is not subject to specific jurisdiction because this suit does not arise from any Ford conduct in Minnesota. Plaintiff's vehicle was not manufactured or first sold by Ford in Minnesota, and Ford had nothing to do with the vehicle's entry into the State. Plaintiff's vehicle was also not designed by Ford in Minnesota. Ford did not ship the vehicle to Minnesota. The subject Crown Victoria was assembled at Ford's St. Thomas Assembly plant located in Ontario, Canada, then later sold to an independently-owned Ford dealership in Bismarck, North Dakota.

By providing certain information in response to Plaintiff's discovery, Ford does not concede that such information is relevant to the inquiry regarding whether this Court has personal jurisdiction over Ford in this case.

These Responses are made solely for the purpose of this action. Ford has not completed its investigation of the facts relating to this matter and discovery is continuing. Accordingly, the following Responses are based upon, and therefore necessarily limited by, the records and information still in existence, presently recollected and thus far discovered in the course of preparing these responses. Ford reserves the right to produce at trial or at any hearing on Ford's challenge to personal jurisdiction and make reference to any evidence, facts, documents or information not yet discovered, or the relevance of which has not yet been identified, by Ford or its counsel.

Ford does not stipulate or otherwise admit that documents and other materials are deemed authentic, relevant or admissible merely because such materials were produced by Ford in this litigation.

### **REQUESTS FOR ADMISSION**

1. Admit Ford Motor Company advertises in Minnesota.

**RESPONSE:** Ford admits that it designs and directs the substance of advertising for Ford vehicles in nationally-based television, print, and online media, which may reach the Minnesota market as well as other U.S. markets. Ford also admits that, in some circumstances, Ford may send direct mail to consumers related to various Ford products and/or services, which may reach the Minnesota market as well as throughout the United States. Ford otherwise denies this Request because regional advertising is directed by 37 different Ford Dealer Advertising Funds (“FDAFs”). FDAFs are run by boards composed of representatives from independently owned and operated Ford dealerships, not Ford employees. While Ford may provide some creative content for the FDAFs’ use, FDAFs decide which advertisements to run in their particular region.

Ford otherwise objects to this Request as overly broad because it does not identify any particular aspect of marketing or a reasonable or relevant time frame. It is also not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

2. Admit Ford dealerships located in Minnesota communicate with Ford Motor Company regarding service and repairs of vehicles through the OASIS system.

**RESPONSE:** Ford admits that Ford dealerships, including those located in Minnesota, may access the OASIS system, which provides dealers with certain vehicle and technical service information and may contain information regarding the service or repair of Ford vehicles.

3. Admit Ford Motor Company sends direct mail advertisements to residents of Minnesota.

**RESPONSE:** Ford admits that it designs and directs the substance of advertising for Ford vehicles in nationally-based television, print, and online media, which may reach the Minnesota market as well as other U.S. markets, Ford also admits that, in some circumstances, Ford may send direct mail to consumers related to various Ford products and/or services, which may reach the Minnesota market as well as throughout the United States. Ford otherwise denies this Request because regional advertising is directed by 37 different Ford Dealer Advertising Funds (“FDAFs”). FDAFs are run by boards composed of representatives from independently owned and operated Ford dealerships, not Ford employees. While Ford may provide some creative content for the FDAFs’ use, FDAFs decide which advertisements to run in their particular region.

Ford otherwise objects to this Request as overly broad because it does not identify any particular



aspect of advertising or a reasonable or relevant time frame. It is also not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

4. Admit there are over twenty licensed Ford dealerships located in the state of Minnesota.

**RESPONSE:** Ford admits this Request. Ford also admits there are Ford dealerships located throughout the United States; in 2016, there were approximately 3,238 independently owned Ford dealerships in the United States. Ford further admits that Ford dealerships are independently-owned and operated.

5. Admit Ford Motor Company operated an assembly plant in Minnesota until 2011.

**RESPONSE:** Ford admits this Request. Ford denies that the subject vehicle was assembled at the Minnesota assembly plant.

6. Admit Ford Motor Company conducted its 2016 “Ford Experience Tour” in Minnesota in 2016.

**RESPONSE:** Ford admits that Ford conducted its 2016 “Ford Experience Tour” in Minnesota, as well as in other states.

7. Admit Ford Motor Company licensed its 1966 Ford Mustang to build a model car for the Minnesota Vikings.

**RESPONSE:** Ford admits this Request.

8. Admit that Ford Motor Company owns the property at 966 Mississippi Blvd S, St. Paul, MN.

**RESPONSE:** Ford admits this Request.

9. Admit that Ford Motor Company owns real property in Minnesota with an aggregate tax value of over \$30,000,000.

**RESPONSE:** Ford will submit its response to this Request as Exhibit A, pursuant to a protective order entered in this case.

10. Admit that Ford Motor Company sponsored the Ford Driving Skills for Life Free National Teen Driver Training Camp in Minnesota.

**RESPONSE:** Ford admits that it sponsored Ford Driving Skills for Life Free National Teen Driver Training Camp in Minnesota, as well as in other U.S. markets.

11. Admit Ford Motor Company is a member of the Alliance of Automotive Manufacturers.

**RESPONSE:** Ford admits this Request.

12. Admit that the Alliance of Automotive Manufacturers filed a lawsuit in Minnesota Federal Court in 2015 when Ford Motor Company was a member.

**RESPONSE:** Ford admits this Request.

13. Admit Ford Motor Company sued Denny Hecker's Stillwater Ford, Lincoln, Mercury, Inc. in Minnesota federal court.

**RESPONSE:** Ford admits that it sued Denny Hecker's Stillwater Ford, Lincoln, Mercury, Inc., in Minnesota Federal Court in 2009.

14. Admit Ford Motor Company is a coalition member of the Twin City's Clean Air Choice initiative.

**RESPONSE:** Ford admits this Request.

15. Admit that Ford Motor Company is registered to do business in Minnesota pursuant to Minnesota Statutes, Chapter 303.

**RESPONSE:** Ford admits this Request, as required by Minnesota Statute § 303.03.

16. Admit that Ford Motor Company maintains a registered agent in Minnesota pursuant to Minnesota Statutes, Chapter 303.

**RESPONSE:** Ford admits this Request, as required by Minnesota Statute § 303.10.

17. Admit that warranties over Ford Motor Company vehicles are applicable to vehicles operated on the roadways of Minnesota.

**RESPONSE:** Ford admits that its new vehicles and certified pre-owned vehicles are accompanied with a limited warranty, and the limited warranties speak for themselves. To the extent this Request seeks an admission inconsistent with the statements contained in the limited warranties, denied.

Although Ford responded to this Request, Ford does not agree it is relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

18. Admit Ford Motor Company engages in advertising specific to or targeted to the Minnesota market.

**RESPONSE:** Ford admits that it designs and directs the substance of advertising for Ford vehicles in nationally-based television, print, and online media, which may reach the Minnesota market as well as other U.S. markets. Ford also admits that, in some circumstances, Ford may send direct mail to consumers related to various Ford products and/or services, which may reach the Minnesota market as well as throughout the United States. Ford otherwise denies this Request because regional advertising is directed by 37 different Ford Dealer Advertising Funds (“FDAFs”). FDAFs are run by boards composed of representatives from independently owned

and operated Ford dealerships, not Ford employees. While Ford may provide some creative content for the FDAFs' use, FDAFs decide which advertisements to run in their particular region.

Ford otherwise objects to this Request as overly broad because it does not identify any particular aspect of advertising or a reasonable or relevant time frame. It is also not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

19. Admit Ford dealerships located in Minnesota communicate with Ford Motor Company regarding service and repairs of vehicles through the OASIS system.

**RESPONSE:** Ford admits only that Ford dealerships, including those located in Minnesota, may access the OASIS system, which provides dealers with certain vehicle and technical service information and may contain information regarding the service or repair of Ford vehicles.

20. Admit Ford Motor Company sends direct mail advertisements to residents of Minnesota.

**RESPONSE:** Ford admits that it designs and directs the substance of advertising for Ford vehicles in nationally-based television, print, and online media, which may reach the Minnesota market as well as other U.S. markets. Ford also admits that, in some

circumstances, Ford may send direct mail to consumers related to various Ford products and/or services, which may reach the Minnesota market as well as throughout the United States. Ford otherwise denies this Request because regional advertising is directed by 37 different Ford Dealer Advertising Funds (“FDAFs”). FDAFs are run by boards composed of representatives from independently owned and operated Ford dealerships, not Ford employees. While Ford may provide some creative content for the FDAFs’ use, FDAFs decide which advertisements to run in their particular region.

Ford otherwise objects to this Request as overly broad because it does not identify any particular aspect of advertising or a reasonable or relevant time frame. It is also not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

21. Admit there are over twenty licensed Ford dealerships located in the state of Minnesota.

**RESPONSE:** Ford admits this Request. Ford also admits there are Ford dealerships located throughout the United States; in 2016, there were approximately 3,238 independently-owned Ford dealerships in the United States. Ford further admits that Ford dealerships are independently-owned and operated.

22. Admit Ford Motor Company operated an assembly plant in Minnesota until 2011.

**RESPONSE:** Ford admits this Request. Ford denies that the subject vehicle was assembled at the Minnesota assembly plant.

23. Admit Ford Motor Company conducted its 2016 “Ford Experience Tour” in Minnesota in 2016.

**RESPONSE:** Ford admits that Ford conducted its 2016 “Ford Experience Tour” in Minnesota, as well as in other states.

24. Admit Ford Motor Company licensed its 1966 Ford Mustang to build a model car for the Minnesota Vikings.

**RESPONSE:** Ford admits this Request.

25. Admit that Ford Motor Company owns the property at 966 Mississippi Blvd S, St. Paul, MN.

**RESPONSE:** Ford admits this Request.

26. Admit that Ford Motor Company owns real property in Minnesota with an aggregate tax value of over \$30,000,000.

**RESPONSE:** Ford will submit its response to this Request as Exhibit A, pursuant to protective order entered in this case.

27. Admit that Ford Motor Company sponsored the Ford Driving Skills for Life Free National Teen Driver Training Camp in Minnesota.

**RESPONSE:** Ford admits that it sponsored Ford Driving Skills for Life Free National Teen Driver Training Camp in Minnesota, as well as in other U.S. markets.

28. Admit Ford Motor Company is a member of the Alliance of Automotive Manufacturers.

**RESPONSE:** Ford admits this Request.

29. Admit that the Alliance of Automotive Manufacturers filed a lawsuit in Minnesota federal Court in 2015 when Ford Motor Company was a member.

**RESPONSE:** Ford admits this Request.

30. Admit Ford Motor Company sued Denny Hecker's Stillwater Ford, Lincoln, Mercury, Inc. in Minnesota federal court.

**RESPONSE:** Ford admits that it sued Denny Hecker's Stillwater Ford, Lincoln, Mercury, Inc., in Minnesota Federal Court in 2009.

31. Admit Ford Motor Company is a coalition member of the Twin City's Clean Air Choice initiative.

**RESPONSE:** Ford admits this Request.

32. Admit that Ford markets its vehicles with the promise that service for the vehicle is available at any Ford Dealer in the 50 states.



**RESPONSE:** Ford admits that its new and certified pre-owned vehicles are accompanied with an owner guide, warranty guide and limited warranty, which contain information regarding service and repair work, and those documents speak for themselves. To the extent this Request seeks an admission inconsistent with the statements contained in the owner guide, warranty guide and limited warranty, denied.

Although Ford responded to this Request, Ford does not agree it is relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

33. Admit that between 2000 and the present, Ford engaged in marketing through sponsorship of athletic and racing events in Minnesota.

**RESPONSE:** Ford admits that it engages in sponsorship of athletic and racing events in Minnesota, as well as other U.S. Markets.

34. Admit that Ford certifies mechanics who work at the Ford dealerships in Minnesota.

**RESPONSE:** Ford admits that it provides certain training and certifications for Ford dealership technicians, personnel or mechanics, (e.g. for certain warranty repairs) that work in Ford service centers across the country, including in Minnesota.

Beyond this, Ford objects to this Request as overly broad, particularly as it does not specify which

mechanic is being referenced, what Ford dealership is being referenced, what certification is being referenced, or at what point in time.

35. Admit that Ford sends recall notices related to safety defects into Minnesota.

**RESPONSE:** Ford admits this Request, as well as into other states.

36. Admit that Ford sends technical service bulletins regarding work procedures related to Ford products into Minnesota.

**RESPONSE:** Ford admits this Request, as well as into other states.

37. Admit that Ford gathers data about its vehicle performance in Minnesota and uses that data in the redesign of its products.

**RESPONSE:** Ford admits that it receives information regarding vehicle performance across the United States, including in Minnesota, and that information may be used by Ford as it considers future designs.

Beyond this, Ford objects to this Request as overly broad and vague, particularly because it does not specify the “data,” vehicle, make, or model being referenced, the design at issue, or a particular time period.

38. Admit that Ford’s Critical Concern Review Group determines whether or not design and manu-

facturing issues raise safety concerns based in part on Ford's Global Common Quality Indiciary System ("CQIS" or "GCQIS") database of information Ford gathers from dealerships, including Ford's dealerships in Minnesota, and that Ford uses this data to redesign its products sold into Minnesota and elsewhere.

**RESPONSE:** Denied as stated. Ford's CCRG group may analyze a variety of information which may or may not include information from GCQIS.

Beyond this, Ford objects to this Request as overly broad, particularly as it does not identify the make, model, the purported safety concern or issue, or a time frame.

39. Admit that Ford holds trademarks which it enforces in Minnesota.

**RESPONSE:** Ford assumes this Request relates to U.S. trademarks held by Ford. Further, by "enforces," Ford assumes that Plaintiff means enforcement of trademarks with respect to litigation. Based on these assumptions, Ford denies this Request.

Beyond this, Ford objects to this Request as overly broad and vague and Ford is unclear what else Plaintiff is seeking.

40. Admit that Ford holds patents which it enforces in Minnesota.

**RESPONSE:** Ford assumes this Request relates to U.S. patents held by Ford. Further, by "enforces," Ford assumes that Plaintiff means enforcement of

patents with respect to litigation. Based on these assumptions, Ford denies this Request.

Beyond this, Ford objects to this Request as overly broad and vague and Ford is unclear what else Plaintiff is seeking.

41. Admit that Ford has contractual agreements with Minnesota companies to use Ford's trademarks within Minnesota.

**RESPONSE:** To the extent this Request is referring to Ford's agreements with independently-owned and authorized dealerships, Ford admits that Sales and Service Agreement contains provisions governing use of trademarks. Ford admits the terms of that agreement speak for themselves.

Ford otherwise objects to this Request as overly broad and unduly burdensome as it fails to reference which Minnesota company is at issue, the trademark being referenced, or limit the inquiry to a reasonable timeframe.

42. Admit Ford Motor Company built the Northland Edition F-150 for the Minnesota market.

**RESPONSE:** Ford admits that Ford built a Northland Edition F-150 for the Minnesota and other markets including North Dakota, South Dakota, Iowa, Wisconsin, and Nebraska.

43. Admit Ford Motor Company built the Northland Edition F-150 for a market which included the state of Minnesota.

**RESPONSE:** Ford admits that Ford built a Northland Edition F-150 for the Minnesota and other markets including North Dakota, South Dakota, Iowa, Wisconsin, and Nebraska.

**BOWMAN AND  
BROOKE LLP**

December 12, 2016

/s/ Michael R. Carey  
Michael R. Carey (MN  
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**ATTORNEYS FOR  
DEFENDANT  
FORD MOTOR  
COMPANY**

STATE OF MINNESOTA  
COUNTY OF TODD DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT

Case Type: Product Liability

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ADAM BANDEMER,

*Plaintiff,*

v.

FORD MOTOR COMPANY, ERIC HANSON  
& GREG HANSON,

*Defendants.*

---

Court File No.: 77-CV-16-1025

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**FORD MOTOR COMPANY'S RESPONSE AND  
OBJECTIONS TO PLAINTIFF'S FIRST SET OF  
JURISDICTIONAL REQUEST FOR  
PRODUCTION**

---

Defendant Ford Motor Company ("Ford"), by and through counsel, responds and objects to Plaintiffs First Set of Jurisdictional Requests for Production as follows:

**PRELIMINARY STATEMENT**

Ford provides these Responses subject to and without waiving its jurisdictional objections set forth in Ford's forthcoming Motion to Dismiss for Lack of Personal Jurisdiction ("Motion to Dismiss"), which will be heard on February 3, 2017, specifically that

this Court does not have personal jurisdiction over Ford in this case. In particular, Ford is not “at home” in Minnesota for purposes of general jurisdiction because (1) Ford is incorporated in Delaware and (2) its principal place of business is in Michigan. Further, Ford is not subject to specific jurisdiction because this suit does not arise from any Ford conduct in Minnesota. Plaintiff’s vehicle was not manufactured or first sold by Ford in Minnesota, and Ford had nothing to do with the vehicle’s entry into the State. Plaintiff’s vehicle was also not designed by Ford in Minnesota. Ford did not ship the vehicle to Minnesota. The subject Crown Victoria was assembled at Ford’s St. Thomas Assembly plant located in Ontario, Canada, then later sold to an independently-owned Ford dealership in Bismarck, North Dakota. By providing certain information in response to Plaintiff’s discovery, Ford does not concede that such information is relevant to the inquiry regarding whether this Court has personal jurisdiction over Ford in this case.

These Responses are made solely for the purpose of this action. Ford has not completed its investigation of the facts relating to this matter and discovery is continuing. Accordingly, the following Responses are based upon, and therefore necessarily limited by, the records and information still in existence, presently recollected and thus far discovered in the course of preparing these responses. Ford reserves the right to produce at trial or at any hearing on Ford’s challenge to personal jurisdiction and make reference to any evidence, facts, documents or information not yet discovered, or the relevance of which has not yet been identified, by Ford or its counsel.

Ford does not stipulate or otherwise admit that documents and other materials are deemed authentic, relevant or admissible merely because such materials were produced by Ford in this litigation.

**REQUEST FOR PRODUCTION**

1. Produce the complaints in all lawsuits filed by Ford Motor Company in state or federal court in Minnesota.

**RESPONSE:** Ford located one lawsuit filed by Ford Motor Company in Minnesota (State or Federal Court) during the 2000-2016 time period: Ford Motor Company v. Stillwater Ford, Lincoln-Mercury, Inc. Ford will produce a copy of the Complaint from this lawsuit.

Beyond this, Ford objects to this Request as overly broad and seeks irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame, it is not specific to any particular allegation, and is not specific to any particular claim or lawsuit. It is also not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Further, this Request seeks information that is otherwise publically available. Plaintiff may obtain and research the public dockets of Minnesota state or federal courts to find responsive information.

2. Produce all indemnity contracts/agreements between Ford Motor Company and all Minnesota Ford dealerships.



**RESPONSE:** Ford will produce a copy of the Sales and Service Agreement standard provisions that are generally made a part of any specific Sales and Service Agreement with an independent, authorized Ford/Lincoln dealership, including those located in Minnesota. Ford states that the Sales and Service Agreement contains information regarding indemnification and contains information responsive to this Request.

Beyond this, Ford objects to this Request as overly broad, unduly burdensome, and seeks irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame, it is not specific to any particular dealership, and is not specific to any particular claim or lawsuit. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Finally, Ford objects to this Request as it relates to indemnification because it could seek information protected by the work product doctrine, common interest privilege or joint defense privilege if related to pending or anticipated litigation.

3. Produce all Ford Motor Company contracts with Minnesota Ford dealerships.

**RESPONSE:** Ford will produce a copy of the Sales and Service Agreement standard provisions that are generally made a part of any specific Sales and Service Agreement with an independent, authorized

Ford/Lincoln dealership, including those located in Minnesota.

Beyond this, Ford objects to this Request as overly broad, unduly burdensome, and seeks irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame, it is not specific to any particular dealership, and is not specific to any particular claim or lawsuit. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Finally, Ford objects to this Request because it could seek information protected by the work product doctrine, common interest privilege or joint defense privilege if related to pending or anticipated litigation.

4. Produce the VIN FSA Details document regarding the subject vehicle.

**RESPONSE:** Ford will produce the VIN FSA Details document regarding the subject vehicle.

5. Produce all written agreements concerning advertising funds related to the marketing or advertisements of Ford products in Minnesota to the extent that such agreements were in force at any time from 2000 to the present and were either executed in Minnesota or agreed by persons or corporate entities in Minnesota.

**RESPONSE:** Ford refers Plaintiff to the Sales and Service Agreement offered in response to Request for Production No. 2, herein, which contains information regarding sales and advertising. Ford further states that regional advertising is directed by 37 different Ford Dealer Advertising Funds (“FDAFs”). FDAFs are run by boards composed of representatives from independently owned and operated Ford dealerships, not Ford employees. While Ford may provide some creative content for the FDAFs’ use, FDAFs decide which advertisements to run in their particular region.

Beyond this, Ford objects to this Request as overly broad, unduly burdensome and seeks irrelevant information in that it seeks information related to 16 years of activity between Ford and Ford dealerships, it is not specific to any particular dealership, and is not specific to any particular advertisement. Ford further objects to this Request as Ford’s contractual agreements, which may contain financial information, is highly proprietary and confidential, and the dissemination of such information could cause competitive harm to Ford. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

6. Produce a copy of any advertisement, whether video, printed, or audio, that includes the word “Minnesota” and was created or paid for in whole or part by Ford Motor Company.

**RESPONSE:** Ford will search for and produce, if located, copies of English-language national print, digital, and video advertising that it has received from its national advertising agency from 2011-2016 that include the word “Minnesota.” Ford will also search for and produce showroom brochures from 2011-2016 model years that contain the word “Minnesota.” Ford otherwise incorporates by reference its Response to Request to Produce No. 5, herein.

Beyond this, Ford objects to this Request because it is overly broad and unduly burdensome in that it seeks advertisements for an unspecified period of time, and is not specific to any vehicle or timeframe. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

**BOWMAN AND  
BROOKE LLP**

December 12, 2016

/s/ Michael R. Carey  
Michael R. Carey (MN  
#0388271)  
Scholastica N.S. Baker  
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**ATTORNEYS FOR  
DEFENDANT  
FORD MOTOR  
COMPANY**

STATE OF MINNESOTA  
COUNTY OF TODD DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT

Case Type: Product Liability

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ADAM BANDEMER,

*Plaintiff,*

v.

FORD MOTOR COMPANY, ERIC HANSON  
& GREG HANSON,

*Defendants.*

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Court File No.: 77-CV-16-1025

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Filed January 5, 2017

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**DECLARATION OF HOWARD E. SLATER IN  
SUPPORT OF FORD MOTOR COMPANY'S  
MOTION TO DISMISS**

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I, Howard E. Slater, hereby state and declare as follows pursuant to 28 U.S.C. § 1746:

1. My name is Howard E. Slater. I am 66 years of age and have personal knowledge of each fact stated in this declaration. If called as a witness, I could and would competently testify to the facts contained herein.
2. I have been employed by Ford Motor Company ("Ford") since June 1972. Since March 1995, I have worked in Ford's Automotive Safety Of-

fice as a Design Analysis Engineer. Before that, beginning in March 1989, I worked in Ford's Car Product Development group as a Product Planning Specialist. Before that, I served in various other engineering and product development roles at Ford.

3. Having served in various design and engineering roles at Ford, I have knowledge of where Ford designed the 1994 Crown Victoria. Ford's design and engineering decisions with respect to the subject 1994 Crown Victoria, in particular, as it relates to its front passenger restraint system, were made in Michigan.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on this 3<sup>rd</sup> day of January, 2017.

/s Howard E. Slater

STATE OF MINNESOTA  
COUNTY OF TODD DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT

Case Type: Product Liability

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Court File No.: 77-CV-16-1025

---

ADAM BANDEMER,

*Plaintiff,*

v.

FORD MOTOR COMPANY, ERIC HANSON & GREG  
HANSON,

*Defendants.*

---

Court File No.: 77-CV-16-1025

---

Filed January 5, 2017

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**DECLARATION OF MICHAEL DeYOUNG IN  
SUPPORT OF FORD MOTOR COMPANY'S  
MOTION TO DISMISS**

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I, Michael DeYoung, hereby state and declare as follows pursuant to 28 U.S.C. § 1746:

1. My name is Michael DeYoung. I am over 18 years of age and have personal knowledge of each fact stated in this declaration. If called as a witness, I could and would competently testify to the facts contained herein.



2. I have been employed by Ford Motor Company (“Ford”) in the US Retail Operations Department of the Marketing and Sales and Service Division. My job title is Retail Network Operations Manager. My responsibilities involve ensuring franchising policies and procedures are adhered to while maintaining contractual records for all active franchised Ford and Lincoln dealers in the United States. By virtue of my position, I am familiar with Ford’s business operations in the United States.
3. Ford is in the business of designing and manufacturing new cars and trucks.
4. Ford is incorporated in the State of Delaware and has its principal place of business in Dearborn, Michigan.
5. According to Ford's records, the 1994 Ford Crown Victoria, VIN 2FALP73WXRX136741 described in Plaintiffs Complaint was assembled in December 1993 at Ford's St. Thomas Assembly plant located in Ontario, Canada. Ford's records also reflect that the subject vehicle was ordered by and shipped to Eide Ford Lincoln, an independently-owned Ford dealership located in Bismarck, North Dakota.
6. Ford does not directly engage in servicing Ford vehicles in Minnesota. These activities are conducted exclusively by independent dealers, none of which is a corporate affiliate of Ford. According to Ford's records, all dealership warranty repair performed by Ford independently-owned dealerships on the subject

vehicle, took place in North Dakota and Arizona.

7. Upon appointment of each dealership, the owner and operator must agree to the standard provisions of the Ford Sales and Service Agreement. Each Ford Sales and Service Agreement refers to Ford Motor Company as the "Company," and includes the following paragraph:

DEALER NOT AGENT OF THE  
COMPANY

14. This agreement does not in any way create the relationship of principal and agent between the Company and the Dealer and under no circumstances shall the Dealer be considered to be an agent of the Company. The Dealer shall not act or attempt to act, or represent himself, directly or by implication, as agent of the Company or in any manner assumer or create any obligation on behalf or in the name of the Company.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on this 3 day of January, 2017.

*/s Michael DeYoung*

STATE OF MINNESOTA  
COUNTY OF TODD DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT

Case Type: Product Liability

---

ADAM BANDEMER,

*Plaintiff,*

v.

FORD MOTOR COMPANY, ERIC HANSON  
& GREG HANSON,

*Defendants.*

---

Court File No.: 77-CV-16-1025

---

Filed January 5, 2017

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**DECLARATION OF MICHAEL R. CAREY IN  
SUPPORT OF FORD MOTOR COMPANY'S  
MOTION TO DISMISS**

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I, Michael R. Carey, hereby state and declare as follows pursuant to 28 U.S.C. § 1746:

1. My name is Michael R. Carey. I work in the Minneapolis, Minnesota office of Bowman and Brooke LLP and am one of the attorneys for Ford Motor Company ("Ford") in this case. If called as a witness, I could and would competently testify to the facts contained herein.

2. Attached hereto as Exhibit A is a true and correct copy of Ford's Answers to Plaintiff's Jurisdictional Interrogatories with signed verification.

3. Attached hereto as Exhibit B is a true and correct copy of a Carfax Vehicle History Report for the subject 1994 Crown Victoria, VIN 2FALP73WXRX136741.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on this 5th day of January, 2017.

/s Michael R. Carey

**DECLARATION OF MICHAEL R. CAREY –  
EXHIBIT A**

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STATE OF MINNESOTA  
COUNTY OF TODD DISTRICT COURT  
SEVENTH JUDICIAL DISTRICT

Case Type: Product Liability

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ADAM BANDEMER,

*Plaintiff,*

v.

FORD MOTOR COMPANY, ERIC HANSON  
& GREG HANSON,

*Defendants.*

---

Court File No.: 77-CV-16-1025

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**FORD MOTOR COMPANY'S ANSWERS AND  
OBJECTIONS TO PLAINTIFF'S FIRST SET OF  
JURISDICTIONAL INTERROGATORIES**

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Defendant Ford Motor Company ("Ford"), by and through counsel, submits its Answers and objections to Plaintiff's First Set of Jurisdictional Interrogatories as follows:

**PRELIMINARY STATEMENT**

Ford provides these Answers subject to and without waiving its jurisdictional objections set forth in Ford's forthcoming Motion to Dismiss for Lack of

Personal Jurisdiction (“Motion to Dismiss”), which will be heard on February 3, 2017, specifically that this Court does not have personal jurisdiction over Ford in this case. In particular, Ford is not “at home” in Minnesota for purposes of general jurisdiction because (1) Ford is incorporated in Delaware and (2) its principal place of business is in Michigan. Further, Ford is not subject to specific jurisdiction because this suit does not arise from any Ford conduct in Minnesota. Plaintiff’s vehicle was not manufactured or first sold by Ford in Minnesota, and Ford had nothing to do with the vehicle’s entry into the State. Plaintiff’s vehicle was also not designed by Ford in Minnesota. Ford did not ship the vehicle to Minnesota. The subject Crown Victoria was assembled at Ford’s St. Thomas Assembly plant located in Ontario, Canada, then later sold to an independently-owned Ford dealership in Bismarck, North Dakota. By providing certain information in response to Plaintiff’s discovery, Ford does not concede that such information is relevant to the inquiry regarding whether this Court has personal jurisdiction over Ford in this case.

These Answers are made solely for the purpose of this action. Ford has not completed its investigation of the facts relating to this matter and discovery is continuing. Accordingly, the following Answers are based upon, and therefore necessarily limited by, the records and information still in existence, presently recollected and thus far discovered in the course of preparing these responses. Ford reserves the right to produce at trial or at any hearing on Ford’s challenge to personal jurisdiction and make reference to any evidence, facts, documents or information not yet

discovered, or the relevance of which has not yet been identified, by Ford or its counsel.

Ford does not stipulate or otherwise admit that documents and other materials are deemed authentic, relevant or admissible merely because such materials were produced by Ford in this litigation.

### **INTERROGATORIES**

1. How many new Ford vehicles were sold annually in Minnesota for the following years: 2013, 2014, 2015.

**ANSWER:** Ford sold the following approximate number of new vehicles to Ford dealerships in Minnesota in the following calendar years:

2013: 68,983

2014: 66,542

2015: 63,669

Ford also sold the following approximate number of new vehicles to dealerships in the United States for the same time period:

2013: 2,611,199

2014: 2,449,268

2015: 2,680,258

Although Ford answered this Interrogatory, Ford does not agree it is relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiffs or the underlying claims in this lawsuit. Further, Ford notes that this Answer is limited to vehicles sold by Ford to dealerships and not sold by dealerships. While such infor-

mation may be available to Ford from a third-party vendor, such as IHS Automotive (formerly R.L. Polk), it is subject to a licensing agreement and Ford is prohibited from disclosing it. Accordingly, Ford objects to this Interrogatory to the extent Plaintiff seeks additional or different information beyond which Ford provided above.

2. How many vehicles did Ford Motor Company sell to dealerships located in Minnesota for the following years: 2013, 2014, 2015.

**ANSWER:** Ford incorporates by reference its Answer and objections to Interrogatory No. 1, herein.

3. How many 1994 Ford Crown Victorias were sold by Ford Motor Company to dealerships located in Minnesota.

**ANSWER:** Ford sold approximately 2,100 1994 model year Ford Crown Victoria vehicles to dealerships in Minnesota. Ford also sold approximately 54,424 1994 model year Ford Crown Victoria vehicles to dealerships in the United States.

Although Ford responded to this Interrogatory, Ford does not agree it is relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

4. How many Ford vehicles are registered in Minnesota.



**ANSWER:** Ford refers Plaintiff to the Minnesota Department of Public Safety, which may maintain information responsive to this Interrogatory. To the extent Plaintiff seeks vehicle registration data that may be available to Ford from a third-party vendor, such as IHS Automotive (formerly R.L. Polk), such information could be used to estimate the number of Ford vehicles registered in Minnesota. Further, although Ford may receive certain registration information from IHS Automotive, it is subject to a licensing agreement and Ford is prohibited from disclosing it. Accordingly, Ford objects to this Interrogatory to the extent Plaintiff seeks additional or different information beyond which Ford provided above.

Ford also objects to this Interrogatory as overly broad, unduly burdensome, and seeks irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

5. How many Ford franchised dealerships exist in Minnesota.

**ANSWER:** There are currently 84 franchised Ford dealerships in Minnesota. Further, in 2016, there were 3,238 independently-owned Ford dealerships in the United States. Ford further states that these dealerships are independently-owned and operated.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame. In addition, Ford objects to this Interrogatory because it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

6. What was the total sales in dollars made to Minnesota dealerships in 2013, 2014 and 2015.

**ANSWER:** Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information. In particular, it is not limited to a reasonable or relevant time frame, it is not limited to any particular vehicle or product, and it is not specific to any particular dealership. It is also not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Ford also objects to this Interrogatory because it seeks information that is proprietary and commercially sensitive to Ford.

7. How many employees does Ford Motor Company have who maintain a Minnesota business address.

**ANSWER:** Ford currently has approximately 48 employees located in Minnesota. Ford also notes that in 2016, Ford employed between 75,000 and 80,000 people in the United States.

Beyond this, Ford objects to this Interrogatory because it is unclear what else Plaintiff is seeking regarding the request for a business address.

8. Identify all distribution centers and warehouses owned or leased by Ford Motor Company in Minnesota.

**ANSWER:** Ford does not have any distribution centers or warehouses owned or leased by Ford in Minnesota at this time.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame. In addition, Ford objects to this Interrogatory because it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

9. Identify all real property owned or leased by Ford Motor Company in Minnesota.

**ANSWER:** Ford currently owns or leases the following properties in Minnesota:

UAW-Ford Motor Company Technical	966 South Mississippi	St. Paul
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Training Facility (additional building on Twin Cities Assembly site)	River Blvd.	
Twin Cities Assembly Plant	966 South Mississippi River Blvd.	St. Paul
Twin Cities Service School	1693 Lake Drive West	Chanhassen
Twin Cities M & S Regional Office	3600 Minnesota Drive	Edina

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame. In addition, Ford objects to this Interrogatory because it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

10. Identify all products liability or negligence actions filed against Ford Motor Company in state or federal courts in Minnesota alleging an injury caused by a defective automobile or company part from 2000 to the present.

**ANSWER:** Ford has identified 87 product liability lawsuits filed against Ford in Minnesota State or

Federal courts alleging an injury caused by an automobile from January 1, 2000 - December 1, 2016.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome and seeks irrelevant information in that it seeks information related to 16 years of litigation. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Further, this Interrogatory seeks information that is otherwise publically available. Plaintiff may obtain and research the public dockets of Minnesota State or Federal courts to find responsive information.

11. Identify all lawsuits filed by Ford Motor Company in state or federal courts in Minnesota.

**ANSWER:** Ford has located one lawsuit filed by Ford Motor Company in Minnesota State or Federal Court from 2000-2016: Ford Motor Company v. Stillwater Ford, Lincoln-Mercury, Inc.

Beyond this, Ford objects to this Interrogatory as overly broad and seeking irrelevant information in that it seeks information that is not limited to any reasonable or relevant time period, is not limited to any type of allegation or claim and is unrelated to Plaintiff, his vehicle, or the claims in this lawsuit. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying

claims in this lawsuit. Further, this Interrogatory seeks information that is otherwise publically available. Plaintiff may obtain and research the public dockets of Minnesota State or Federal courts to find responsive information.

12. How many new Ford vehicles were sold annually in Minnesota for the following years: 2013, 2014, 2015.

**ANSWER:** Ford sold the following approximate number of new vehicles to Ford dealerships in Minnesota in the following calendar years:

2013: 68,983

2014: 66,542

2015: 63,669

In addition, Ford refers Plaintiff to the Minnesota Department of Public Safety, which may maintain information responsive to this Interrogatory. Ford also sold the following approximate number of new vehicles to dealerships in the United States for the same time period:

2013: 2,611,199

2014: 2,449,268

2015: 2,680,258

Although Ford responded to this Interrogatory, Ford does not agree it is relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiffs or the underlying claims in this lawsuit. Further, Ford notes that this

Answer is limited to vehicles sold by Ford to dealerships and not sold by dealerships. While such information may be available to Ford from a third-party vendor, such as IHS Automotive (formerly R.L. Polk), it is subject to a licensing agreement and Ford is prohibited from disclosing it. Accordingly, Ford objects to this Interrogatory to the extent Plaintiff seeks additional or different information beyond which Ford provided above.

13. How many vehicles did Ford Motor Company sell to dealerships located in Minnesota for the following years: 2013, 2014, 2015.

**ANSWER:** Ford incorporates by reference its Answer and objections to Interrogatory Nos. 1 and 12, herein.

14. How many 1994 Ford Crown Victorias were sold by Ford Motor Company to dealerships located in Minnesota.

**ANSWER:** Ford incorporates by reference its Answer and objections to Interrogatory No. 3, herein.

15. How many Ford vehicles are registered in Minnesota.

**ANSWER:** Ford incorporates by reference its Answer and objections to Interrogatory No. 4, herein.

16. Identify all Ford franchised dealerships which have existed in Minnesota since 2000.

**ANSWER:** Ford currently has 84 franchised Ford dealerships in Minnesota:

Dealer Trade Name	Dealer Legal Name	Address	City
Dokmo Ford	Northfield Motors, Inc.	1201 South Highway 3	Northfield
Owatonna Ford-Lincoln	Owatonna Motor Company	1001 Hoffman Drive	Owatonna
Park Rapids Ford	Park Avenue Automotive, Inc.	1205 Park Avenue South	Park Rapids
Yarmon Ford, Inc.	Yarmon Ford, Inc.	640 W Highway 23	Paynesville
Cavallin, Inc.	Cavallin, Inc.	630 13th Street	Pine City
Houston Ford, Inc.	Houston Ford, Inc.	2654 State 371 SW	Pine River
Superior/Brookdale Ford	Superior/Brookdale Ford, LLC	9700 56th Ave. North	Plymouth
Red Wing Ford	Red Wing Automotive Group, Inc.	3538 Highway 61 West	Red Wing



Kohls Weelborg Ford, Inc.	Kohls Weelborg Ford, Inc.	1307 E Bridge St	Redwood Falls
Rochester Ford	Rochester Motor Com- pany	4900 Highway 52 North	Rochester
Roseau County Ford	Roseau Coun- ty Ford, Inc.	406 5th Avenue SW	Roseau
Midway Ford Company	Midway Ford Company	2777 N Snelling	Roseville
Tenvoorde Ford, Inc.	Tenvoorde Ford, Inc.	185 Roo- sevelt Rd	Saint Cloud
Arlen Krantz Ford	Arlen Krantz Ford, Inc.	318 N. Main	Sandstone
John Wiese Ford, Inc.	John Wiese Ford, Inc.	203 10th St South	Sauk Cen- tre
Apple Ford Shakopee	Shakopee Valley Ford, Inc.	1624 Wes- ton Court	Shakopee
Thief River Ford, Inc.	Thief River Ford, Inc.	802 Third Street West	Thief Riv- er Falls
Sonju Ford	Sonju Two Harbors, LLC	893 Sce- nic Drive	Two Har- bors

Waconia Ford Sales, Inc.	Waconia Ford Sales, Inc.	235 Hwy 5 West	Waconia
Walker Ford	Loney Auto- motive, Inc.	8065 State 371 NW, Box 1090	Walker
Deml Ford Lin- coln, Inc.	Deml Ford Lincoln, Inc.	2100 Highway 14 West	Waseca
AutoNa- tion Ford White Bear Lake	Tousley Ford, Inc.	1493 East County Road E	White Bear Lake
Mills Ford of Willmar	Willmar Mo- tors, LLC	4100 Highway 71 South	Willmar
Higley Ford Sales Company	Higley Ford Sales Compa- ny	1065 Third Avenue	Windom
Sugar Loaf Ford, Inc.	Sugar Loaf Ford, Inc.	1222 W. Service Drive	Winona

Marthaler Ford of Worthing- ton	Marthaler Motors of Worthington, Inc.	611 Ox- ford Street	Worthing- ton
Zumbrota Ford	Zumbrota Ford Sales, LLC	1660 Main Street	Zumbrota
Bloomington Lincoln	Bloomington Lincoln Mer- cury, Inc.	1001 Clo- ver Drive	Bloomington
Krenzen Lincoln, Inc.	Krenzen Lin- coln, Inc.	2500 Mall Drive	Duluth
Adamson Motors, Inc.	Adamson Motors, Inc.	4800 Highway 52 North	Rochester
Miller Lincoln	Miller Lin- coln-Nissan Inc.	2930 2nd Street South	Saint Cloud
White Bear Lin- coln, Inc.	White Bear Lincoln- Mercury, Inc.	3425 Highway 61 North	St Paul

Further, in 2016, there were 3,238 independently owned Ford dealerships in the United States. Ford further states that Ford dealerships are independently-owned and operated.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame (16 years). In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

17. Identify any Minnesota Ford dealership with which Ford had any advertising fund agreement with that dealership or otherwise paid for some of the local advertising costs that the dealership incurs, from 2000 to the present.

**ANSWER:** Ford refers Plaintiffs to the Sales and Service Agreement standard provisions, which contains information regarding responsibilities related to vehicles, including sales and advertising. Ford further states that regional advertising is directed by 37 different Ford Dealer Advertising Funds (“FDAFs”). FDAFs are run by boards composed of representatives from independently owned and operated Ford dealerships, not Ford employees. While Ford may provide some creative content for the FDAFs’ use, FDAFs decide which advertisements to run in their particular region. Ford further states that, in certain circumstances, it may refund or reimburse dealer incurred marketing expenses.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not

limited to a reasonable or relevant time frame (16 years) and is not specific to any particular dealership or to any particular advertisement. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

18. Identify any Minnesota Ford dealership which has had access to or has contributed to the Global Common Quality Indicator System (“CQIS” or “GCQIS”).

**ANSWER:** Ford dealerships, throughout the United States and in Minnesota, have or had access to or has contributed to CQIS or GCQIS, and/or may access those databases or applications.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame. In addition, Ford objects to this Interrogatory because it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

19. Identify any Minnesota Ford dealership which has had access to or has contributed to the

Master Owner Relation System (“MORS” or “MORS II” or “MORS III”)

**ANSWER:** The FMC360 application has replaced and contains records formerly maintained in Ford’s Master Owner Relations System or “MORS.” Ford states that dealerships, including those in Minnesota, may access FMC360. Ford dealerships, including those in Minnesota, may access or contribute to FMC 360 (formerly MORS).

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame and it is not specific to any particular dealership. In addition, Ford objects to this Interrogatory because it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

20. Identify any Minnesota Ford dealership which has had access to or has contributed to the Customer Data Link (“CuDL”).

**ANSWER:** The FMC360 application has replaced and contains records formerly maintained in Ford’s Master Owner Relations System or “MORS,” and Customer Data Link (“CuDL”). Ford states that Ford dealerships, including those in Minnesota, may access or contribute to FMC360.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not

limited to a reasonable or relevant time frame and it is not specific to any particular dealership. It is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

21. Identify any Minnesota Ford dealership which has had access to or has contributed to OASIS or FORDSTAR.

**ANSWER:** Ford states that Ford dealerships, including those in Minnesota, may access or contribute to the OASIS or FORDSTAR databases or applications.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame and is not specific to any particular dealership. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

22. Identify any Minnesota Ford dealership website that Ford participated in creating, maintaining, or running.

**ANSWER:** Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking

irrelevant information. It seeks information related to an unlimited number of years of activity between Ford and Ford dealerships, it is not specific to any particular dealership, and it does not reference any specific website.

23. What was the total sales in dollars made to Minnesota dealerships in 2013, 2014 and 2015.

**ANSWER:** Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information. In particular, it is not limited to a reasonable or relevant time frame, it is not limited to any particular vehicle, and it is not specific to any particular dealership. Ford also objects to this Interrogatory because it seeks information that is proprietary and commercially sensitive to Ford. In addition, Ford objects to this Interrogatory because it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Ford also objects to this Interrogatory because it seeks information that is proprietary and commercially sensitive to Ford.

24. How many employees does Ford Motor Company have who maintain a Minnesota business address?

**ANSWER:** Ford currently has approximately 48 employees located in Minnesota. Ford also notes that in 2016, Ford employed between 75,000 and 80,000 people in the United States.



Beyond this, Ford objects to this Interrogatory because it is unclear what else Plaintiff is seeking regarding the request for a business address.

25. Identify all distribution centers and warehouses owned or leased by Ford Motor Company in Minnesota.

**ANSWER:** Ford does not have any distribution centers or warehouses owned or leased by Ford in Minnesota at this time.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame. In addition, Ford objects to this Interrogatory because it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

26. Identify all real property owned or leased by Ford Motor Company in Minnesota.

**ANSWER:** Ford currently owns or leases the following properties in Minnesota:

UAW-Ford Motor Company Technical Training Facility (additional building on Twin Cities Assembly site)	966 South Mississippi River Blvd.	St. Paul
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Twin Cities Assembly Plant	966 South Mississippi River Blvd.	St. Paul
Twin Cities Service School	1693 Lake Drive West	Chanhassen
Twin Cities M & S Regional Office	3600 Minnesota Drive	Edina

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame. In addition, Ford objects to this Interrogatory because it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

27. Please state the dollar amount spent annually by Ford Motor Company in advertising specific to or targeted to the Minnesota market between 2000 and the present.

**ANSWER:** Ford designs and directs the substance of advertising for Ford vehicles in nationally-based television, print, and online media, which may reach the Minnesota market as well as other U.S. markets. Ford also admits that, in some circumstances, Ford may send direct mail to consumers related to various Ford products and/or services, which may reach the

Minnesota market as well as throughout the United States. Ford further states that regional advertising is directed by 37 different Ford Dealer Advertising Funds (“FDAFs”). FDAFs are run by boards composed of representatives from independently owned and operated Ford dealerships, not Ford employees. While Ford may provide some creative content for the FDAFs’ use, FDAFs decide which advertisements to run in their particular region.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame (16 years). In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Ford also objects to this Interrogatory because it seeks information that is proprietary and commercially sensitive to Ford.

28. How many pieces of mail has Ford sent to Minnesota residents annually between 2010 to the present.

**ANSWER:** Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information. It is not limited to a reasonable or relevant time frame (16 years), to a particular resident or to particular subject matter, product, or service. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks infor-

mation unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

29. Identify all products liability or negligence actions filed against Ford Motor Company in state or federal courts in Minnesota alleging an injury caused by a defective automobile or company part from 2000 to the present.

**ANSWER:** Ford has identified 87 product liability lawsuits filed against Ford in Minnesota State or Federal courts alleging an injury caused by an automobile from January 1, 2000 - December 1, 2016.

Beyond this, Ford objects to this Interrogatory as overly broad, unduly burdensome and seeks irrelevant information in that it seeks information related to 16 years of litigation. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Further, this Interrogatory seeks information that is otherwise publically available. Plaintiff may obtain and research the public dockets of Minnesota State or Federal courts to find responsive information.

30. Identify all lawsuits filed by Ford Motor Company in state or federal courts in Minnesota.

**ANSWER:** Ford has located one lawsuit filed by Ford Motor Company in Minnesota State or Federal

Court from 2000-2016: Ford Motor Company v. Stillwater Ford, Lincoln-Mercury, Inc.

Beyond this, Ford objects to this Interrogatory as overly broad and seeking irrelevant information in that it seeks information that is not limited to any reasonable or relevant time period, is not limited to any type of allegation or claim and is unrelated to Plaintiff, his vehicle or the claims in this lawsuit. In addition, it is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Further, this Interrogatory seeks information that is otherwise publically available. Plaintiff may obtain and research the public dockets of Minnesota State or Federal courts to find responsive information.

31. Identify all lawsuits in which Ford removed the case to federal court in Minnesota upon an assertion that the federal court in Minnesota had jurisdiction.

**ANSWER:** Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame or to any particular lawsuit, allegation or claim. It is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit.

Further, this Interrogatory seeks information that is otherwise publically available. Plaintiff may obtain and research the public dockets of Minnesota state or federal courts to find responsive information.

32. Identify all lawsuits in which Ford sought transfer of the case to a court in Minnesota.

**ANSWER:** Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame or to any particular lawsuit, allegation or claim. It is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Further, this Interrogatory seeks information that is otherwise publically available. Plaintiff may obtain and research the public dockets of Minnesota state or federal courts to find responsive information.

33. Identify all lawsuits in Minnesota in which Ford sought any relief as a cross-claimant or counterclaimant.

**ANSWER:** Ford objects to this Interrogatory as overly broad, unduly burdensome, and seeking irrelevant information, particularly in that it is not limited to a reasonable or relevant time frame or to any particular lawsuit, claim or allegation. It is not relevant to establishing whether this Court has personal jurisdiction (general or specific) over Ford in this case and it seeks information unrelated to the

subject vehicle (a 1994 Ford Crown Victoria), the Plaintiff, or the underlying claims in this lawsuit. Further, this Interrogatory seeks information that is otherwise publically available. Plaintiff may obtain and research the public dockets of Minnesota state or federal courts to find responsive information.

**BOWMAN AND  
BROOKE LLP**

December 12, 2016

/s/ Michael R. Carey  
Michael R. Carey (MN  
#0388271)  
Scholastica N.S. Baker  
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**ATTORNEYS FOR  
DEFENDANT FORD  
MOTOR COMPANY**





Richard N. Newcome and P.O. Box 258829  
R.J. Newcome, P.A. Oklahoma City, OK  
1360 Energy Park Drive, 73125-8829  
Suite 150  
St. Paul, MN 55108

by placing a true and correct copy directed to said individuals at the addresses listed above in the U.S. mail at 150 South Fifth Street, Minneapolis, Minnesota 55402.

/s/ Kelly M. Mills  
Kelly M. Mills

Subscribed and sworn to before me  
this 12th day of December, 2016.

/s/ Debra A. Palmquist  
Notary Public

DEBRA A. PALMQUIST  
NOTARY PUBLIC – MINNESOTA  
MY COMMISSION EXPIRES 01/31/20



**DECLARATION OF MICHAEL R. CAREY –  
EXHIBIT B**

**CARFAX® Vehicle History Report™**

An independent company established in 1986

Vehicle Information:	Accident / Damage reported
1994 FORD CROWN VICTORIA	
VIN: 2FALP73WXR136741	5 Previous owners
SEDAN 4 DR	
4.6L V8 FI SOHC 32V	Personal vehicle
GASOLINE	
REAR WHEEL DRIVE	Last owned in Minnesota
CARFAX Report Provided By:	16 Detailed records available
Bowman & Brooke	
150 S 5th St Ste 3000	24 Last reported odometer reading
Minneapolis, MN 55402	
612-672-3266	

This CARFAX Vehicle History Report is based only on information supplied to CARFAX and available as of 10/6/16 at 4:50:04 PM (EDT). Other information about this vehicle, including problems, may not have been reported to CARFAX. Use this report as one important tool, along with a vehicle inspection and test drive, to make a better decision about your next used car.

<b>CARFAX Ownership History</b> The number of owners is estimated	Owners 1-3	Owners 4	Owners 5
Year purchased	1994	2011	2013
Type of owner	Personal	Personal	Personal
Estimated length of ownership	17 yrs. 1 mo.	1 yrs. 5 mo.	3 yrs. 4 mo.
Owned in the following	North	Minnesota	Minnesota

states/provinces	Dakota		
Estimated miles driven per year	-	-	-
Last reported odometer reading	24	-	-

<b>CARFAX Title History</b> CARFAX guarantees the information in this section	Owners 1-3	Owner 4	Owner 5
Salvage / Junk / Rebuilt / Fire / Flood / Hail / Lemon	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem
Not Actual Mileage / Exceeds Mechanical Limits	Guaranteed No Problem	Guaranteed No Problem	Guaranteed No Problem
<p>CARFAX GUARANTEED - None of these major title problems were reported by a state Department of Motor Vehicles (DMV). If you find that any of these title problems were reported by a DMV and not included in this report, CARFAX will buy this vehicle back. Register / View Terms</p>			

<b>CARFAX Additional History</b> Not all accidents / issues are reported to CARFAX.	Owners 1-3	Owner 4	Owner 5
Total Loss No total loss reported to CARFAX.	No Issues Reported	No Issues Reported	No Issues Reported
Structural Damage No structural damage reported to CARFAX.	No Issues Reported	No Issues Reported	No Issues Reported
Airbag Deployment No airbag deployment reported to CARFAX.	No Issues Reported	No Issues Reported	No Issues Reported
Odometer Check No indication of an odometer-	No Issues Indicated	No Issues Indicated	No Issues Indicated

ter rollback.			
Accident / Damage Accident reported on 01/08/2015	No Issues Reported	No Issues Reported	Accident Reported
Manufacturer Recall A current list of recalls is available at <a href="#">Ford Motor Company</a>	No Recalls Reported	No Recalls Reported	No Recalls Reported

<b>CARFAX Detailed History</b>				
Owner 1 Purchased: 1994 Type: Personal Where: North Dakota Est. length owned: 10/10/94 - 10/10/04 (10 years)	<b>Date:</b> 12/21/1993	<b>Mileage:</b>	<b>Source:</b> NICB	<b>Comments:</b> Vehicle manufac- tured and shipped to original dealer
	10/10/1994	24	North Dakota Motor Vehicle Dept. Ruso, ND Title #3644746	Title or registra- tion issued First owner reported Titled or registered as personal vehicle
Owner 2 Purchased: 2004 Type: Personal Where: North Dakota Est. length owned: 10/10/04 - 8/29/08 (3 yrs. 10 mo.)	<b>Date:</b> 10/10/2004	<b>Mileage:</b>	<b>Source:</b> North Dakota Motor Vehicle Dept. Minot, ND Title #3644746	<b>Comments:</b> Title or registra- tion issued New owner reported
	10/11/2005		North Dakota Motor Vehicle Dept. Minot, ND	Title or registra- tion issued

			Title #3644746	
	07/25/2007		North Dakota Motor Vehicle Dept. Minot, ND Title #3644746	Title or registra- tion issued
Owner 3 Purchased: 2008 Type: Personal Where: North Dakota Est. length owned: 8/29/08 - 11/16/11 (3 yrs. 2 mo.)	<b>Date:</b>	<b>Mileage:</b>	<b>Source:</b>	<b>Comments:</b>
	08/29/2008		North Dakota Motor Vehicle Dept. Minot, ND Title #3644746	Title or registra- tion issued New owner reported
	10/03/2008		North Dakota Motor Vehicle Dept. Minot, ND Title #3644746	Title or registra- tion issued
	07/29/2009		North Dakota Motor Vehicle Dept. Phoenix, AZ Title #3644746	Title or registra- tion issued  Registration updated when owner moved the vehicle to a new location
	10/02/2009		North Dakota Motor Vehicle Dept.	Title or registra- tion issued

			Minot, ND Title #3644746	
	08/18/2010		North Dakota Motor Vehicle Dept. Minot, ND Title #3644746	Title or registra- tion issued
Owner 4 Purchased: 2011 Type: Personal Where: Minnesota Est. length owned: 11/16/11 - 5/14/13 (1 yr. 5 mo.)	<b>Date:</b>	<b>Mileage:</b>	<b>Source:</b>	<b>Comments:</b>
	11/16/2011		Minnesota Motor Vehicle Dept. Baxter, MN Title #H3200V104	Vehicle purchase reported Title or registration issued New owner reported Exempt from odometer reporting Vehicle color noted as White
	07/05/2012		Minnesota Motor Vehicle Dept. Baxter, MN Title # H3200V104	Registration issued or renewed Exempt from odometer reporting Vehicle color noted as White
Owner 5 Purchased: 2013 Type: Personal	<b>Date:</b>	<b>Mileage:</b>	<b>Source:</b>	<b>Comment</b>
	05/14/2013		Minnesota Motor Vehicle Dept.	Title issued or updated New owner reported

Where: Minnesota Est. length owned: 5/14/13 – present (3 yrs. 4 mo.)			Browerville, MN Title #C134A0414	Exempt from odometer reporting Vehicle color noted as White
	08/05/2013		Minnesota Motor Vehicle Dept. Browerville, MN Title #C134A0414	Registration issued or renewed Exempt from odometer reporting Vehicle color noted as White
	07/31/2014		Minnesota Motor Vehicle Dept. Browerville, MN Title #C134A0414	Registration issued or renewed Exempt from odometer reporting Vehicle color noted as White
	01/08/2015		Minnesota Damage Report	Accident reported Involving from impact with another motor vehicle It hit roadway equipment / snowplow Vehicle towed

## CARFAX Glossary

### Accident / Damage Indicator

CARFAX receives information about accidents in all 50 states, the District of Columbia and Canada. Different information in a vehicle's history can indicate an accident or damage, such as: salvage auction, fire damage, police-reported accident, crash



test vehicle, damage disclosure, collision repair facility and automotive recycler records. Not every accident or damage event is reported and not all reported are provided to CARFAX. Details about the accident or damage event when reported to CARFAX (e.g. severity, impact location, airbag deployment) are included on the Vehicle History Report. CARFAX recommends you obtain a vehicle inspection from your dealer or an independent mechanic.

- According to the National Safety Council, Injury Facts, 2015 edition, 8% of the 254 million registered vehicles in the U.S. were involved in an accident in 2013. Over 74% of these were considered minor or moderate.
- CARFAX depends on many sources for its accident / damage data. CARFAX can only report what is in our database on 10/6/16 at 4:50:04 PM (EDT). New data will result in a change to this report.

#### **Minnesota Damage Reports:**

- Provide an estimate of the extent of damage in its accident reports for the following:
  - **SEVERE/TOTALED:** The vehicle cannot be driven from the accident scene due to severe damage or an injury. This level of damage often results in a Salvage or Junk title.
  - **MODERATE:** The accident damage affects the operation of the vehicle and/or its parts. Examples include broken windows, trunk lids, doors, bumpers and tires.
  - **MINOR:** The accident damage does not affect the operation of the vehicle. Examples

include dented bumpers, fenders, grills and body panels. This level of accident should not compromise vehicle safety.

- NO DAMAGE: The vehicle was not damaged.
- Are required if the estimated damage exceeds \$500

### **First Owner**

When the first owner(s) obtains a title from a Department of Motor Vehicles as proof of ownership.

### **Ford or Lincoln Mercury Recall**

The Ford Motor Company provides Carfax with Field Service Action and recall information regarding safety, compliance and emissions programs announced since 2000 for a specific vehicle. For complete information regarding programs or concerns about this vehicle, please contact a local Ford or Lincoln Mercury Dealer.

### **New Owner Reported**

When a vehicle is sold to a new owner, the Title must be transferred to the new owner(s) at a Department of Motor Vehicles.

### **Ownership History**

CARFAX defines an owner as an individual or business that possesses and uses a vehicle. Not all title transactions represent changes in ownership. To provide estimated number of owners, CARFAX proprietary technology analyzes all the events in a vehicle history. Estimated ownership is available for vehicles manufactured after 1991 and titled solely in the US including Puerto Rico. Dealers sometimes opt to take ownership of a vehicle and are required to in

the following states: Maine, Massachusetts, New Jersey, Ohio, Oklahoma, Pennsylvania and South Dakota. Please consider this as you review a vehicle's estimated ownership history.

**Title Issued**

A state issues a title to provide a vehicle owner with proof of ownership. Each title has a unique number. Each title or registration record on a CARFAX report does not necessarily indicate a change in ownership. In Canada, a registration and bill of sale are used as proof of ownership.

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Covered by United States Patent Nos. 7,113,853; 7,778,841; 7,596,512, 8,600,823; 8,595,079; 8,606,648; 7,505,838.

10/6/16 4:50:04 PM (EDT)