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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Pasquale Venezia,	)	No. CV 07-1511-PHX-SMM
Plaintiff,	)	<b>ORDER</b>
vs.	)	
Bentley Motors, Inc.,	)	
Defendant.	)	

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This matter arises on the Court’s review of the file. In the Order RE: Final Pretrial Conference, the Court ordered that “[t]he parties shall jointly file a description of the case to be read to the jury” (Dkt. 92, Order dated July 25, 2008). On September 2, 2008, Plaintiff Venezia unilaterally filed a statement of the case with a proposed pretrial order (Dkt. 104, Ex. A; Dkt. 103). On September 17, 2008, the parties then jointly filed the proposed pretrial order, along with Defendant Bentley’s proposed voir dire questions, but did not jointly file a description of the case (Dkt. 130). To date, the parties have not jointly filed a description of the case to be read to the jury.

Accordingly,

**IT IS HEREBY ORDERED** that the following description of the case will be read to the jury:

Ladies and gentlemen of the jury, here is a brief description of the case:

Plaintiff Pasquale Venezia purchased a new 2005 Bentley Arnage manufactured by Defendant Bentley Motors, Inc. Mr. Venezia purchased the vehicle from an authorized Bentley

1 dealership in Scottsdale, Arizona and all manufacturer's warranty work was performed by the  
2 same dealership. The dealership, however, is not a party in this lawsuit. Mr. Venezia claims  
3 the Arnage failed to conform to the product warranty that guaranteed the vehicle would be free  
4 of defects. Mr. Venezia brings claims under the federal Magnuson-Moss Warranty Act (the  
5 "MMWA") and the Arizona Motor Vehicles Warranties Act, which may be referred to as the  
6 "Arizona Lemon Law."

7 Under the MMWA, Mr. Venezia seeks an amount for the diminished value of the vehicle  
8 and also incidental and consequential damages. Under the Arizona Lemon Law, Mr. Venezia  
9 may recover a different kind of damages, including a full refund of the purchase price less a  
10 reasonable allowance for his use of the vehicle.

11 Bentley denies Mr. Venezia's claims and maintains that the Arnage conformed to the  
12 warranty. Bentley affirmatively alleges that the Arnage's defects were caused by either damage  
13 while in the possession of Mr. Venezia or unreasonable use. Bentley also affirmatively alleges  
14 under the Arizona Lemon Law that the Arnage's defects do not substantially impair the use and  
15 market value of the vehicle.

16 DATED this 4<sup>th</sup> day of December, 2008.

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20 Stephen M. McNamee  
21 United States District Judge  
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