

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

HENRY CANANI,

Plaintiff,

vs.

FORD MOTOR COMPANY; and DOES
1 through 50, inclusive,

Defendants.

Case No. 2:21-cv-03346-SB-JC

**STIPULATED JUDGMENT AND
ORDER**

Trial: December 28, 2021

Judge: Hon. Stanley Blumenfeld, Jr.
Magistrate: Hon. Jacqueline Chooljian

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 Plaintiff HENRY CANANI (“Plaintiff”) and Defendant FORD MOTOR
3 COMPANY (“Defendant”) (collectively, “the Parties”), by and through their
4 respective counsel of record, have entered into a stipulation for entry of judgment
5 on Plaintiff’s 1st Cause of Action to the Complaint for Violation of Civil Code
6 1793.2(d) and 5th Cause of Action to the Complaint for Breach of the Implied
7 Warranty of Merchantability (California Civil Code § 1791.1). The Complaint
8 was filed on March 17, 2020.

9 The Parties stipulate to the following Findings and Order:

10 **FINDINGS**

- 11 1. Plaintiff Henry Canani purchased a 2018 Ford F-150 distributed by
12 Ford Motor Company.
- 13 2. At the time of purchase, Ford Motor Company was in the business of
14 distributing 2018 Ford F-150 vehicles.
- 15 3. Ford Motor Company gave Henry Canani a written warranty
16 covering the 2018 Ford F-150.
- 17 4. The 2018 Ford F-150 had a defect covered by a written warranty and
18 that substantially impaired its use.
- 19 5. Henry Canani delivered the vehicle to Ford Motor Company or its
20 authorized repair facility for repair of the defect.
- 21 6. Ford Motor Company or its authorized repair facility failed to repair
22 the vehicle to match the written warranty after a reasonable number of
23 opportunities to do so.
- 24 7. Henry Canani’s 2018 Ford F-150 was not of the same quality as those
25 generally accepted in the trade or fit for the ordinary purpose for which it was
26 intended.
- 27 8. Plaintiff is entitled to recover \$38,979.85 with respect to Plaintiff’s
28

1 5th Cause of Action for Breach of the Implied Warranty of Merchantability.

2 9. Plaintiff is entitled to recover \$37,095.15 with respect to Plaintiff's
3 1st Cause of Action for Violation of Civil Code Section 1793.2(d).

4 10. Plaintiff elects recovery of \$38,979.85 for Plaintiff's 5th Cause of
5 Action for Breach of the Implied Warranty of Merchantability and does not seek
6 to recover \$37,095.15 for the Plaintiff's 1st Cause of Action.

7 11. This action came for Trial on December 28, 2021 in Department 6C
8 of the United States District Court, Central District of California, the Hon. Stanley
9 Blumenfeld, Jr., presiding. A unanimous jury of eight sworn-in individuals
10 reached a verdict finding that Ford Motor Company did not willfully fail to
11 repurchase or replace the 2018 Ford F-150.

12 **THEREFORE, it is ORDERED:**

13 1. Plaintiff is entitled to recover judgment for a total sum of \$38,979.85,
14 inclusive of damages for breach of both the express warranty and the implied
15 warranty.

16 2. The parties further agree that this Stipulated Judgment entitles
17 Plaintiff to pursue reasonable attorney fees, costs and expenses pursuant to
18 California Civil Code § 1794(d) and is the prevailing party.

19
20 CONSUMER LAW EXPERTS, PC
21 Dated: December 29, 2021

SANDERS ROBERT LLP
Dated: January 7, 2022

22
23 By: /s/ Benjeman Beck
24 BENJEMAN BECK
25 CAREY WOOD
26 SEAN CRANDALL
Attorneys for Plaintiff,
27 HENRY CANANI

By: /s/ Sabrina Narain
JUSTIN H. SANDERS, ESQ.
SABRINA NARAIN, ESQ.
Attorneys for Defendant
FORD MOTOR COMPANY

1 **JUDGMENT AND ORDER**

2
3 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT**
4 **JUDGMENT IS ENTERED IN FAVOR OF PLAINTIFF HENRY CANANI**
5 **AND AGAINST FORD MOTOR COMPANY.**

6
7 **JUDGMENT IS ENTERED IN FAVOF OF PLAINITFF AS FOLLOWS:**

- 8
9 1. Total payment of \$38,979.85 on Plaintiff’s election of remedy for the
10 breach of the implied warranty and not breach of the express warranty.
11 2. Attorney fees, costs and expenses are to be resolved informally.
12 3. If the parties are unable to informally resolve the attorney fees, costs
13 and expenses by motion then Plaintiff shall file a motion for attorney fees, costs
14 and expenses by January 10, 2022.
15 4. Defendant is to file any opposition by January 14, 2022.
16 5. Plaintiff may file a reply by January 17, 2022.

17
18 **SO ORDERED.**

19
20
21 Dated: January 7, 2022

22 

23 _____
24 Stanley Blumenfeld, Jr.
25 United States District Judge