

IN THE CIRCUIT COURT OF THE 15<sup>th</sup>  
JUDICIAL CIRCUIT, IN AND FOR  
PALM BEACH COUNTY, FLORIDA

CASE NO.:

JUSTIN VANDERWIELE,

Plaintiff,

vs.

FORD MOTOR COMPANY and  
FORD OF KENDALL LLC,

Defendants.

---

**COMPLAINT**

COMES NOW, the Plaintiff, JUSTIN VANDERWIELE, by and through the undersigned attorneys and sues the Defendants FORD MOTOR COMPANY and FORD OF KENDALL LLC (hereinafter “Ford” and “Ford of Kendall,” respectively) and alleges:

**JURISDICTIONAL ALLEGATIONS**

1. This is a cause of action for damages in excess of Fifty Thousand Dollars (\$50,000.00) and is therefore within the subject matter jurisdiction of this Court.
2. At all times material hereto, the Plaintiff was a resident of the State of Florida.
3. At all times material hereto, the Defendant, Ford, was a foreign profit corporation licensed to do business throughout the State of Florida.
4. At all times material hereto, the Defendant, Ford of Kendall, was a limited liability company licensed to do business throughout the State of Florida.
5. The alleged defective product injured the Plaintiff in Palm Beach County, and therefore venue is proper in this Court.

Page | 1

Vastola Legal, 7000 Southeast Federal Highway, Ste. 310, Stuart, Florida 34997  
Telephone: (772) 419-0999 / Facsimile: (772) 419-0998

## **GENERAL ALLEGATIONS COMMON TO ALL COUNTS**

6. At all times material hereto, the Defendant, Ford, was in the business of car manufacturing, dealing, ordering, inspecting, selling, and distributing cars including the one that caused injury to the Plaintiff, identified as a 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383.
7. At all times material hereto, the Defendant, Ford of Kendall, was in the business of car dealership, ordering, inspecting, selling, and distributing cars including the one that caused injury to the Plaintiff, identified as a 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383.
8. On June 25, 2022, the Plaintiff unknowingly purchased a patently defective 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383 from the Defendant, Ford of Kendall, located at 15551 S Dixie Hwy, Miami Florida 33157.
9. The subject vehicle was manufactured by Defendant, Ford.
10. On September 24, 2024, the Plaintiff sustained significant injuries when the front seatbelt pretensioner in his 2019 Ford Expedition Max exploded without impact or reason. The Plaintiff suffered permanent hearing loss.
11. On February 12, 2024, the Defendant, Ford, issued a Safety Recall Notice 24S6 / NHTSA Recall 24V099 for the Front Seatbelt Retractor Date Code Inspection for the 2019 Ford Expedition Max series of vehicle like that owned by the Plaintiff.
12. The Front Seatbelt Retractor at issue ultimately caused injury to the Plaintiff when the seatbelt retractor pretensioner deployed inadvertently and failed to work in a safe, non-defective manner.

## **COUNT I: NEGLIGENCE OF DEFENDANT, FORD MOTOR COMPANY**

13. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
14. Ford owed a duty to the Plaintiff to provide him with a vehicle that was fit for his purposes and assembled in a workmanlike manner. Wallace further owed the Plaintiff a duty to give appropriate warnings about particular risks of the vehicle which Ford knew or should have known were in the reasonably foreseeable use of the product.
15. Ford breached the duties owed to the Plaintiff by failing to inspect the vehicle, by providing him a vehicle assembled in a non-workmanlike manner, and by failing to provide him with appropriate warnings about the particular risks of the vehicle which the Defendant knew or should have known are involved in the reasonably foreseeable use of product.
16. As a direct and/or proximate result of Ford's negligence, the Plaintiff suffered bodily injury and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD MOTOR COMPANY, costs, and any additional relief the Court deems just and proper.

**COUNT II: NEGLIGENCE OF DEFENDANT FORD OF KENDALL LLC**

17. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.

18. Ford of Kendall owed a duty to the Plaintiff to provide him with a vehicle that was fit for his purposes and assembled in a workmanlike manner. Wallace further owed the Plaintiff a duty to give appropriate warnings about particular risks of the vehicle which Ford knew or should have known were in the reasonably foreseeable use of the product.
19. Ford of Kendall breached the duties owed to the Plaintiff by failing to inspect the vehicle, by providing him a vehicle assembled in a non-workmanlike manner, and by failing to provide him with appropriate warnings about the particular risks of the vehicle which the Defendant knew or should have known are involved in the reasonably foreseeable use of product.
20. As a direct and/or proximate result of Ford of Kendall's negligence, the Plaintiff suffered bodily injury and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD OF KENDALL LLC, costs, and any additional relief the Court deems just and proper.

**COUNT III: NEGLIGENCE FAILURE TO WARN AGAINST FORD MOTOR COMPANY**

21. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.

22. Ford owed a duty to the Plaintiff to give appropriate warnings about the vehicle which the Defendant knew or should have known are involved in the reasonably foreseeable use of the product.
23. Ford breached the duties owed to the Plaintiff by failing to provide him with appropriate warnings about particular risks of the vehicle which the Defendant knew or should have known are involved in the reasonably foreseeable use of the product.
24. As a direct and/or proximate result of Ford's negligence, the Plaintiff suffered bodily injury and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD MOTOR COMPANY, costs, and any additional relief the Court deems just and proper.

**COUNT IV: NEGLIGENT FAILURE TO WARN AGAINST FORD OF KENDALL LLC**

25. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
26. Ford of Kendall owed a duty to the Plaintiff to give appropriate warnings about the vehicle which the Defendant knew or should have known are involved in the reasonably foreseeable use of the product.
27. Ford of Kendall breached the duties owed to the Plaintiff by failing to provide him with appropriate warnings about particular risks of the vehicle which the Defendant

knew or should have known are involved in the reasonably foreseeable use of the product.

28. As a direct and/or proximate result of Ford of Kendall's negligence, the Plaintiff suffered bodily injury and resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD OF KENDALL LLC, costs, and any additional relief the Court deems just and proper.

**COUNT V: STRICT LIABILITY FOR DESIGN AND/OR MANUFACTURING DEFECT AGAINST FORD MOTOR COMPANY**

29. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
30. Ford manufactured the vehicle purchased by the Plaintiff, a 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383, and provided said vehicle to the Plaintiff in a defective and unreasonably dangerous condition such that it caused injury to the Plaintiff.
31. The vehicle supplied to Ford of Kendall and then to the Plaintiff was defective in design and/or manufacturing such that, when used by the Plaintiff in a regular and reasonably foreseeable manner, caused him injury. The product reached the Plaintiff as the consumer without substantial alteration in the condition in which the vehicle was designed and manufactured.

32. As a direct and/or proximate result of the design and/or manufacturing defects inherent in the vehicle, the Plaintiff suffered bodily injury and the resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and loss of ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD MOTOR COMPANY, costs, and any additional relief the Court deems just and proper.

**COUNT VI: STRICT LIABILITY FOR DESIGN AND/OR MANUFACTURING DEFECT AGAINST FORD OF KENDALL LLC**

33. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.

34. Ford of Kendall sold the vehicle to the Plaintiff, a 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383 and provided said vehicle in a defective and unreasonably dangerous condition such that it caused injury to the Plaintiff.

35. The vehicle supplied to the Plaintiff was defective in design and/or manufacturing such that, when used by the Plaintiff in a regular and reasonably foreseeable manner, caused him injury. The product reached the Plaintiff as the consumer without substantial alteration in the condition in which the vehicle was designed and manufactured.

36. As a direct and/or proximate result of the design and/or manufacturing defects inherent in the vehicle, the Plaintiff suffered bodily injury and the resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life,

expense of hospitalization, medical care and treatment, loss of earnings, and loss of ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD OF KENDALL LLC, costs, and any additional relief the Court deems just and proper.

**COUNT VII: STRICT LIABILITY FOR FAILURE TO WARN AGAINST FORD  
MOTOR COMPANY**

37. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
38. Fords manufactured the vehicle, a 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383, and provided said vehicle to Ford and Kendall and then Plaintiff without reasonable instructions or warnings to the Plaintiff.
39. A product is defective when the foreseeable risks of harm from the product could have been reduced or avoided by providing reasonable instructions or warnings, and the failure to provide those instructions or warnings makes the product unreasonably dangerous even if the seller has exercised all possible care in the preparation and sale of the product.
40. The vehicle supplied to the Plaintiff was unreasonably dangerous such that, when used by the Plaintiff in a normal and foreseeable manner, it caused him injury. The product reached the Plaintiff as the consumer without substantial alteration in the condition in which the vehicle was designed and manufactured.
41. As a direct and/or proximate result of the design and/or manufacturing defects inherent in the vehicle, the Plaintiff suffered bodily injury and the resulting pain

and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and loss of ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD MOTOR COMPANY, costs, and any additional relief the Court deems just and proper.

**COUNT VIII: STRICT LIABILITY FOR FAILURE TO WARN AGAINST FORD OF KENDALL LLC**

42. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
43. Ford of Kendall marketed and sold the vehicle, a 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383, and provided said vehicle to the Plaintiff without reasonable instructions or warnings to the Plaintiff.
44. A product is defective when the foreseeable risks of harm from the product could have been reduced or avoided by providing reasonable instructions or warnings, and the failure to provide those instructions or warnings makes the product unreasonably dangerous even if the seller has exercised all possible care in the preparation and sale of the product.
45. The vehicle supplied to the Plaintiff was unreasonably dangerous such that, when used by the Plaintiff in a normal and foreseeable manner, it caused him injury. The product reached the Plaintiff as the consumer without substantial alteration in the condition in which the vehicle was designed and manufactured.
46. As a direct and/or proximate result of the design and/or manufacturing defects inherent in the vehicle, the Plaintiff suffered bodily injury and the resulting pain

and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and loss of ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD OF KENDALL LLC, costs, and any additional relief the Court deems just and proper.

**COUNT IX: BREACH OF EXPRESS WARRANTY AGAINST FORD MOTOR COMPANY**

47. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
48. A product is defective if it does not conform to presentations of fact made by Ford, orally or in writing, in connection with the sale on which the Plaintiff relied in the purchase and use of the vehicle at issue.
49. As a direct and/or proximate result of the design and/or manufacturing defects inherent in the vehicle sold to the Plaintiff, the Plaintiff suffered bodily injury and the resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and loss of ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD MOTOR COMPANY, costs, and any additional relief the Court deems just and proper.

**COUNT X: BREACH OF EXPRESS WARRANTY AGAINST FORD OF KENDALL LLC**

50. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
51. A product is defective if it does not conform to presentations of fact made by Ford of Kendall, orally or in writing, in connection with the sale on which the Plaintiff relied in the purchase and use of the vehicle at issue.
52. As a direct and/or proximate result of the design and/or manufacturing defects inherent in the vehicle sold to the Plaintiff, the Plaintiff suffered bodily injury and the resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and loss of ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD OF KENDALL LLC, costs, and any additional relief the Court deems just and proper.

**COUNT XI: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY**  
**AGAINST FORD MOTOR COMPANY**

53. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
54. The vehicle, a 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383, supplied to the Plaintiff was unreasonably dangerous such that, when used by the Plaintiff it caused him injury. The product reached the Plaintiff as the consumer without substantial alteration in the condition in which the vehicle was designed and manufactured.

55. The vehicle at issue was defective because it was not reasonably fit for either the uses intended or the uses reasonably foreseeable by Ford.
56. As a direct and/or proximate result of the design and/or manufacturing defects inherent in the vehicle, the Plaintiff suffered bodily injury and the resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical care and treatment, loss of earnings, and loss of ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD MOTOR COMPANY, costs, and any additional relief the Court deems just and proper.

**COUNT XII: BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY  
AGAINST FORD OF KENDALL LLC**

57. The Plaintiff hereby repeats and re-alleges the allegations contained in paragraphs one through twelve above.
58. The vehicle, a 2019 Ford Expedition Max bearing VIN 1FMJK1LT9KEA08383, supplied to the Plaintiff was unreasonably dangerous such that, when used by the Plaintiff it caused him injury. The product reached the Plaintiff as the consumer without substantial alteration in the condition in which the vehicle was designed and manufactured.
59. The vehicle at issue was defective because it was not reasonably fit for either the uses intended or the uses reasonably foreseeable by Ford of Kendall.
60. As a direct and/or proximate result of the design and/or manufacturing defects inherent in the vehicle, the Plaintiff suffered bodily injury and the resulting pain and suffering, disability, mental anguish, loss of capacity for the enjoyment of life,

expense of hospitalization, medical care and treatment, loss of earnings, and loss of ability to earn money.

WHEREFORE the Plaintiff, JUSTIN VANDERWIELE, demands judgement for damages in excess of Fifty Thousand Dollars (\$50,000.00) against the Defendant, FORD OF KENDALL LLC, costs, and any additional relief the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

The Plaintiff, JUSTIN VANDERWIELE, further demands trial by jury of all issues so triable.

Respectfully submitted,

BY: /s/ Jeff D. Vastola  
Jeff D. Vastola, Esq.  
Florida Bar Number 0090255  
VASTOLA LEGAL  
*Attorneys for the Plaintiff*  
Mariner Village Square, Suite 310  
7000 Southeast Federal Highway  
Stuart, Florida 34997  
Telephone: (772) 419-0999  
Facsimile: (772) 419-0998

**E-MAIL DESIGNATION:**

[jvastola@vastolalegal.com](mailto:jvastola@vastolalegal.com)

[slewis@vastolalegal.com](mailto:slewis@vastolalegal.com)

[mccott@vastolalegal.com](mailto:mccott@vastolalegal.com)

[messel@vastolalegal.com](mailto:messel@vastolalegal.com)