

# EXHIBIT A

MONROE COUNTY CLERK'S OFFICE

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Receipt # 2901396

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Instrument: EFILING INDEX NUMBER

Control #: 202111150869

Index #: E2021010285

Date: 11/15/2021

Time: 2:00:49 PM

Return To:  
STEVEN H. BLATT  
200 Old Country Road  
Mineola, NY 11501

Van Bortel, Mary Catherine  
Van Bortel, Howard G.

Ford Motor Company

State Fee Index Number	\$165.00	
County Fee Index Number	\$26.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: MJ
<b>Total Fees Paid:</b>	<b>\$210.00</b>	

State of New York

MONROE COUNTY CLERK'S OFFICE  
WARNING – THIS SHEET CONSTITUTES THE CLERKS  
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &  
SECTION 319 OF THE REAL PROPERTY LAW OF THE  
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF MONROE

-----X

MARY CATHERINE VAN BORTEL, a/k/a KITTY  
VAN BORTEL, and HOWARD G. VAN BORTEL,

Plaintiffs,

-against-

FORD MOTOR COMPANY,

Defendant.

-----X

To the above-named Defendant:

You are hereby summoned to answer the Complaint in this action and serve a copy of your answer upon the Plaintiff's Attorney(s) within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York). In the event you fail to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint, together with the costs of this action.

Dated: November 15, 2021  
Mineola, New York

BELLAVIA BLATT, P.C.

By: Leonard Bellavia

LEONARD A. BELLAVIA  
*Attorneys for Plaintiffs*  
200 Old Country Road, Ste. 400  
Mineola, New York 11501  
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TO: Ford Motor Company  
1 American Rd.  
Dearborn, Michigan 48126

Index No.  
Date Purchased:

**SUMMONS**

Plaintiff designates Monroe County as the place of trial, and venue is proper pursuant to CPLR 503 as Plaintiff's principal place of business is in Monroe County.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF MONROE

-----X  
MARY CATHERINE VAN BORTEL, a/k/a KITTY  
VAN BORTEL, and HOWARD G. VAN BORTEL,

Index No.:

Plaintiffs,

**COMPLAINT**

-against-

FORD MOTOR COMPANY,

Defendant.

-----X

Plaintiffs Mary Catherine Van Bortel, a/k/a Kitty Van Bortel and Howard G. Van Bortel (hereinafter collectively referred to as the “Plaintiffs”), complaining of the defendant, set forth and allege, upon information and belief, as follows:

**THE PARTIES**

1. Plaintiff Mary Catherine Van Bortel, a/k/a Kitty Van Bortel (“Van Bortel”), is an individual residing in the State of New York.

2. Plaintiff Howard Van Bortel is an individual residing in the State of New York.

3. Plaintiffs own and operate several dealerships in the New York area, including Van Bortel Ford (“Van Bortel Ford”) which is, and at all relevant times hereinafter mentioned was, a corporation duly organized and existing under and by virtue of the laws of the State of New York, with offices at 71 Marsh Road, East Rochester, New York 14445, where it maintained its principal place of business.

4. Defendant Ford Motor Company (“Ford” or “Defendant”) is, and at all relevant times hereinafter mentioned was, a foreign corporation duly organized and existing under and by virtue of the laws of the State of Delaware, with offices at 1 American Road, Dearborn, Michigan, 48126, where it maintains its principal place of business.

**BACKGROUND**

5. Van Bortel is a female dealer who has owned and operated a Ford dealership in the Rochester, New York area for the past twenty (20) years.

6. During that time, Van Bortel Ford has consistently had the highest monthly ratings for sales and customer service in the market.

7. The dealership has exceeded other local dealership sales by at least twenty percent (20%), and its customer service ratings are beyond comparison.

8. Further, Van Bortel has been the recipient of the Ford President’s Award for each of the past ten (10) years and received the prestigious Time Dealer of the Year Award, in addition to the Ford Salute to Dealer’s Award, the ONE Ford Elite Award, and the Rochester ATHENA Award.

9. On or about September 8, 2021, Ford area representative Paul Bucek contacted Van Bortel and informed her that the Henderson Ford dealership, located in Webster, New York, was being sold, subject to Ford’s right of first refusal.

10. Bucek, on behalf of Ford, further promised, offered and represented to Van Bortel that, if Plaintiffs were interested in purchasing the Henderson Ford dealership, Ford would exercise its right of first refusal and assign the Purchase and Sale Agreement (“PSA”) to Plaintiffs. On behalf of Plaintiffs, Van Bortel accepted and agreed to Ford’s offer, promise and representations concerning the assignment of the PSA (the “First Ford Agreement”).

11. Both Van Bortel Ford and Henderson Ford are located on the east side of Rochester, New York.

12. The Henderson Ford dealership is located only seven (7) miles north of Van Bortel Ford’s dealership.

13. Moreover, Van Bortel Ford has 3,000 customers within Henderson Ford’s zip code.

14. As such, Plaintiffs, in reliance of Ford’s offer, promise and representations, which were accepted and agreed to by Van Bortel on behalf of Plaintiffs (i.e., the First Ford Agreement), entered into a nondisclosure agreement with Ford.

15. On or about September 17, 2021, Bucek and Ford representative Brennen Murray called Van Bortel and, in breach of the First Ford Agreement, informed her that Ford had decided not to approve the Henderson Ford PSA and therefore could not assign the PSA to Plaintiffs.

16. Notwithstanding Ford’s breach of the First Ford Agreement, during the September 17 phone call, Van Bortel reiterated Plaintiffs’ interest in purchasing the Henderson Ford dealership and proposed the following offer to Ford - in the event that another approvable Ford dealer were to enter into a PSA with Henderson Ford, Ford would exercise its right of first refusal and assign the contract to Plaintiffs.

17. Bucek, on behalf of Ford, accepted this offer and verbally promised and represented to Van Bortel that, if another approvable Ford dealer were to enter into a PSA with Henderson Ford, Ford would exercise its right of first refusal and assign the contract to Plaintiffs (the “Second Ford Agreement”).

18. On October 25, 2021, Bucek informed Van Bortel that Henderson Ford had entered into a PSA with another Ford dealer, West-Herr.

19. Notwithstanding the First Ford Agreement and The Second Ford Agreement (collectively, the “Agreements”) verbally entered into between Ford and Plaintiffs, through Van Bortel, Bucek informed Van Bortel that, in breach of the Agreements, Ford would not be exercising its right of first refusal and would therefore not assign the PSA to Plaintiffs.

20. Upon information and belief, West-Herr currently owns a Ford dealership in the Rochester area, but it is located on the west side of Rochester.

21. Upon information and belief, West-Herr is owned and operated by a male dealer.

22. On or about October 27, 2021, Van Bortel spoke with Ford's Retail Network U.S. Franchise Manager Edie Lukas regarding the Agreements. In the course of their conversation, Van Bortel explained how she had fought to establish herself as a successful female Ford dealer. In response, Lukas stated that "minority dealers are not a priority right now" for Ford.

23. Plaintiffs are ready, willing and able to proceed with the purchase of the Henderson Ford dealership on the same terms agreed to in the West-Herr PSA.

24. Plaintiffs are clearly the most qualified candidate to purchase the Henderson Ford dealership.

25. Van Bortel has repeatedly demanded that Ford honor the Agreements by exercising its right of first refusal and assigning the PSA to Plaintiffs.

26. To date, Ford has failed and/or refused to abide by the clear and unambiguous terms of the parties' Agreements.

**AS AND FOR A FIRST CAUSE OF ACTION  
(BREACH OF CONTRACT)**

27. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in paragraphs "1" through "26" above, as if set forth at length herein.

28. The Agreements constitute valid and enforceable contracts.

29. Defendant Ford materially breached the Agreements.

30. Defendant Ford materially breached the Agreements by, inter alia, failing and/or refusing, on two different occasions, to exercise its right of first refusal and assign the PSAs to Plaintiffs.

31. As a result of Defendant Ford's breaches of the Agreements, Plaintiffs have been damaged.

32. Based on the foregoing, Plaintiffs are entitled to judgment against defendant Ford for damages in an amount to be determined at the trial of this action, plus interest at the greatest extent permitted by law, costs, disbursements and attorneys' fees.

**AS AND FOR A SECOND CAUSE OF ACTION**

**INJUNCTIVE RELIEF)**

33. Plaintiffs repeat, reiterate, and reallege each and every allegation contained in paragraphs "1" through "32" above, as if set forth at length herein.

34. In the event that Ford refuses to exercise its right of first refusal and assign the Henderson Ford PSA to Plaintiffs, it will result in substantial losses to the Plaintiffs.

35. In the event that Ford refuses to exercise its right of first refusal and assign the Henderson Ford PSA to Plaintiffs, Plaintiffs will suffer irreparable injury.

36. Plaintiffs have no adequate remedy at law.

37. By reason of the foregoing, the Plaintiffs are entitled to a permanent injunction enjoining defendant Ford from issuing any approval of the Henderson Ford PSA.

WHEREFORE, as a result of the foregoing, Plaintiff demands judgment as follows:

(a) On the First Cause of Action: Plaintiffs are entitled to judgment against defendant Ford for damages in an amount to be determined at the trial of this action, plus interest at the greatest extent permitted by law, costs, disbursements and attorneys' fees;

(b) On the Second Cause of Action: Plaintiffs are entitled to a permanent injunction enjoining defendant Ford from issuing any approval of the Henderson Ford PSA;

(c) Awarding Plaintiffs the costs, attorney's fees and disbursements incurred in this action; and

(d) Awarding Plaintiffs such other and further relief as may be deemed just and proper.

Dated: Mineola, New York  
November 15, 2021

BELLAVIA BLATT, P.C.

By: Leonard Bellavia

LEONARD A. BELLAVIA  
*Attorneys for Plaintiffs*  
200 Old Country Road, Suite 400  
Mineola, NY 11501  
(516) 873-3000