

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

DAVID LYMAN, MARC BAUS,)	
VINCENT BRADY, DENNIS)	Case No.: 2:21-cv-10024-GAD-EAS
GABEL, GORDON MCCARDY,)	
JASON PIERCE, JAMES)	PLAINTIFFS' FIRST AMENDED
RITTMANIC, MICHELLE)	CLASS ACTION COMPLAINT
SHAWLEY, RICHARD)	
SHAWLEY, THERMON STACY,)	
RONNIE SWINDELL, TIMOTHY)	
THUERING, JUDSON)	DEMAND FOR JURY TRIAL
WESSBECHER, and JOHN)	
WILEY on behalf of themselves and)	
all others similarly situated,)	
)	
Plaintiffs,)	
v.)	
)	
FORD MOTOR COMPANY,)	
)	
Defendant.)	

PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT
AND JURY DEMAND

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PLAINTIFFS' FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiffs David Lyman, Marc Baus, Vincent Brady, Dennis Gabel, Gordon McCardy, Jason Pierce, James Rittmanic, Michelle Shawley, Richard Shawley, Thermon Stacy, Ronnie Swindell, Timothy Thuring, Judson Wessbecher, and John Wiley bring this action against Ford Motor Company, (“Defendant” or “Ford”), by and through their attorneys, individually and on behalf of all others similarly situated, and allege as follows:

INTRODUCTION

1. The Plaintiffs and members of the classes they propose to represent purchased or leased Ford F-150 pickup trucks, beginning with Model Year 2018, that were equipped with 5.0L engines (hereinafter referred to collectively as the “F-150 Vehicles” or “Class Vehicles”). Ford designed, manufactured, marketed, and warranted the Class Vehicles.¹

2. Ford introduced the marketing campaign “Built Ford Tough” almost 40 years ago; it is an indelible part of the Ford brand. Ford markets its F-150 trucks as “strong,” “rugged,” “durable,” and “tough.” Ford touts the F-150’s “best-in-class towing,” and states that the F-150 is a real “workhouse” that will prove itself “year after punishing year.” Ford’s marketing conveys the message that the F-150 is a

¹ Plaintiffs reserve the right to amend or add to the vehicle models included in the definition of Class Vehicles after conducting discovery.

durable, dependable vehicle suitable for activities like hauling and towing. Ford ads depicting the F-150 almost invariably show these vehicles hauling, towing, or driving on challenging terrain. For the Class Vehicles however, these marketing messages do not reflect reality.

3. The Class Vehicles all suffer from a defect that renders these vehicles substantially less durable and dependable than Ford advertises. The Class Vehicles consume engine oil at an excessive rate, far beyond what a reasonable consumer would expect based on Ford's own representations – referred to below as the Oil Consumption Defect. As a result, the engine is not capable of maintaining the proper level of engine oil based on the care and maintenance instructions set forth in the Owner's Manual. Instead, an owner must monitor the oil level more frequently than recommended in the Owner's Manual and add more oil to the engine than is typically required to keep the engine properly lubricated.

4. Excessive oil consumption is a serious issue for vehicle longevity and safety. If the defect is not detected by the owner, continued operation of a vehicle with low levels of oil can cause premature wear on an engine, requiring the replacement of small parts, expensive vehicle system components, and even the entire engine – long before replacement would be needed under a normal maintenance schedule. Left unaddressed, low oil levels can also lead to unexpected engine stalling and even engine failure. Stalling and failure can occur while the Class

Vehicles are in operation, at any time, and under any driving condition or speed. This increases the risk of an accident and injury to everyone on the road.

5. To avoid these negative outcomes, owners of the Class Vehicles must take on an unexpected burden: checking and filling their engine's oil much more frequently than a reasonable consumer would expect and more frequently than Ford represents in the Owner's Manual.

6. Over-filling the oil pan or sump is not a solution. If the oil pan is filled above its optimal level, marked by the maximum fill line, the crankshaft will be submerged partially or fully. When operating in this condition, the crankshaft will cause aeration or foaming of the oil, which in turn reduces the efficacy of the lubrication system and thus lubrication of the engine. Excess oil will also strain and then damage the gaskets and seals protecting the engine, leading to more significant oil leaks.

7. Even when vehicle owners are successful in maintaining the proper oil level in their engines, problems remain because oil is leaking inside the engine. The Oil Consumption Defect does not cause the Class Vehicles' engines to simply use more oil; it allows oil to migrate to places it should not be. Excessive oil residue and the by-products of burning oil will then damage the combustion and exhaust systems and keep them from operating efficiently or even adequately over time.

8. On information and belief, Plaintiffs allege that Ford has known about the excessive oil consumption of the Class Vehicles for years. Ford has had access to the numerous complaints it has received, information from dealers, National Highway Traffic Safety Administration (“NHTSA”) complaints, and its own internal warranty and service records describing the excessive oil consumption problem.

9. Notwithstanding all these sources of information, Ford has not disclosed to Plaintiffs and similarly situated consumers at, or before, point of sale that the Class Vehicles are predisposed to an excessively high rate of engine oil consumption. Ford has yet to recall the Class Vehicles to repair the Oil Consumption Defect. Indeed, in many cases Ford has even refused to disclose the Oil Consumption Defect when a Class Vehicle displaying symptoms consistent with the defect is brought in for service. Nor has Ford offered its customers a suitable repair or replacement or offered to reimburse its customers who have incurred out-of-pocket expenses or repair or mitigate the effects of the defect.

10. When owners of the Class Vehicles have asked Ford (or Ford’s agents) to honor its warranty and address the Oil Consumption Defect and any resultant damage at no expense, Ford does not adequately repair the Class Vehicles. Instead, Ford either ignores the defect until it causes significant mechanical problems necessitating costly repairs or, worse, provides oil servicing or makes mechanical

adjustments that mask and even exacerbate, but do not fix, the Oil Consumption Defect.

11. Since Ford knows, or should know, that some of the most expensive repairs and serious safety consequences of the Oil Consumption Defect may occur outside the warranty period, any attempt to limit the warranty with respect to the Oil Consumption Defect is unconscionable and should be held unenforceable.

12. As a result of Ford's unfair, deceptive and/or fraudulent business practices, owners and/or lessees of the Class Vehicles, including Plaintiffs, have suffered an ascertainable loss of money and/or property and/or loss in value. Ford committed these unfair and deceptive trade practices in a manner giving rise to substantial aggravating circumstances—including deceptive “repairs” and a continued practice of obfuscation and concealment.

13. Had Plaintiffs and the Class members known about the Oil Consumption Defect at the time of purchase or lease, they would not have purchased or leased the Class Vehicles or would have paid substantially less for them.

14. As a result of the Oil Consumption Defect and the monetary costs associated with attempting to repair such a defect and purchasing additional engine oil, Plaintiffs and the Class members have suffered injury in fact, incurred damages, and have otherwise been harmed by Ford's conduct.

15. As a direct result of Ford's wrongful conduct, Plaintiffs and members of the Classes have been harmed and are entitled to actual damages, including damages for the benefit of the bargain they struck when purchasing their vehicles, the diminished value of their vehicles, out-of-pocket costs, statutory damages, attorneys' fees, costs, restitution, and injunctive and declaratory relief.

16. Accordingly, Plaintiffs bring this action to redress Ford's violations of the Magnuson Moss Warranty Act and the consumer fraud statutes of their respective states, and also seek recovery for Ford's breach of express warranty, breach of implied warranty, unjust enrichment, negligent misrepresentation, and fraudulent concealment.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332(d) because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding \$5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because the majority of Plaintiffs and Ford are citizens of different States. This court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 and jurisdiction over the Magnuson Moss Warranty Act claim by virtue of diversity jurisdiction being exercised under 28 U.S.C. § 1332(d).

18. This Court has personal jurisdiction over Ford pursuant to 18 U.S.C. § 1965(b) & (d). This Court has personal jurisdiction over Ford because it has its principal place of business here, minimum contacts with the United States, this judicial district, and this State, and it intentionally availed itself of the laws of the United States and this state by conducting a substantial amount of business throughout the state, including the design, manufacture, distribution, testing, sale, lease, and/or warranty of Ford vehicles in this State and District. At least in part because of Ford's misconduct as alleged in this lawsuit, the Class Vehicles ended up on this state's roads and in dozens of franchise dealerships.

19. Venue properly lies in this District and vicinage pursuant to 28 U.S.C. § 1391(a), (b) and (c) because Ford maintains its principal place of business in this District, because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this District, and because Ford conducts a substantial amount of business in this District. Accordingly, Ford has sufficient contacts with this District to subject Ford to personal jurisdiction in this District and venue is proper.

PARTIES

Plaintiffs

20. Plaintiff David Lyman is a citizen and resident of the State of New York who resides in Oneida County. Plaintiff Lyman owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased new from Nye

Automotive Group, an authorized Ford dealership, in Oneida, New York on or about April 15, 2018.

21. Plaintiff Marc Baus is a citizen and resident of the State of New Jersey who resides in Gloucester County. Plaintiff Baus owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased New from Lilliston Ford Inc, an authorized Ford dealership, in Vineland, New Jersey on or about February 15, 2019.

22. Plaintiff Vincent Brady is a citizen and resident of the State of California who resides in San Joaquin County. Plaintiff Brady owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased new from Heritage Ford Lincoln, an authorized Ford dealership, in Modesto, California in July 2019.

23. Plaintiff Dennis Gabel is a citizen and resident of the State of Texas who resides in Randall County. Plaintiff Gabel owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased new from All Star Family Ford, an authorized Ford dealership, in Amarillo, Texas on or about November 2, 2019.

24. Plaintiff Gordon McCardy is a citizen and resident of the State of Michigan who resides in Macomb County. Plaintiff McCardy owns a 2020 Ford F-150 for personal, family, and/or household use that he purchased new from Moore

Motor Sales, an authorized Ford dealership, in Caro, Michigan on or about February 19, 2020.

25. Plaintiff Jason Pierce is a citizen and resident of the State of Florida who resides in Clay County. Plaintiff Pierce purchased a 2018 F-150 for personal, family, and/or household use that he purchased new from Duval Ford, an authorized Ford dealership, in Jacksonville, Florida on or about February 2018. Transmission problems with the vehicle caused him to return it to the dealer and with a cash incentive, he purchased a second new 2018 F-150 in December 2018 or January 2019.

26. Plaintiff James Rittmanic is a citizen and resident of the State of Illinois who resides in Kendall County. Plaintiff Rittmanic owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased New from River View, an authorized Ford dealership, in Oswego, Illinois on or about April 26, 2019.

27. Plaintiffs Michelle and Richard Shawley (hereafter “Shawleys”) are citizens and residents of the State of Pennsylvania who reside in Somerset County. The Shawleys own a 2018 Ford F-150 for personal, family, and/or household use that they purchased New from Laurel Ford, an authorized Ford dealership, in Windber, Pennsylvania on or about October 21, 2018.

28. Plaintiff Thermon Stacy is a citizen and resident of the State of Kentucky who resides in Pike County. Plaintiff Thermon owns a 2020 Ford F-150 for personal, family, and/or household use that he purchased new from Yes Ford, an authorized Ford dealership, in Huntington, West Virginia on or about September 16, 2020.

29. Plaintiff Ronnie Swindell is a citizen and resident of the State of Georgia who resides in McIntosh County. Plaintiff Swindell owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased Certified Pre-Owned (CPO) from Bozard Ford Lincoln, an authorized Ford dealership, in St. Augustine, Florida on or about January 15, 2019.

30. Plaintiff Timothy Thuring is a citizen and resident of the State of Ohio who resides in Williams County. Plaintiff Thuring owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased used from Darrow Shirkey Ford Lincoln, an authorized Ford dealership, in Montpelier, Ohio in November 2019.

31. Plaintiff Judson Wessbecher is a citizen and resident of the State of Illinois who resides in Logan County. Plaintiff Wessbecher owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased New from Anderson Ford of Clinton, an authorized Ford dealership, in Clinton, Illinois on or about December 23, 2019.

32. Plaintiff John Wiley is a citizen and resident of the State of Florida who resides in Santa Rosa County. Plaintiff Wiley owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased New from World Ford, an authorized Ford dealership, in Pensacola, Florida on or about December 21, 2018.

Defendant

33. Ford is a corporation formed under Delaware law with its principal place of business located at One American Drive, Dearborn, Michigan 48126. Ford designs, tests, manufactures, distributes, warrants, sells, and leases various vehicles under several prominent brand names, including Ford and Lincoln in this District and throughout the United States. At all times relevant to this action, Ford and/or its agents manufactured, distributed, marketed, sold, leased, and warranted the Class Vehicles throughout the United States. Ford and/or its agents manufactured the Class Vehicles knowing about the Oil Consumption Defect, without either disclosing it at the time of sale or attempting to remedy it. Ford and/or its agents also developed and disseminated the Owner's Manuals, warranty booklets, advertisements, and other promotional materials relating to the Ford F-150.

34. Ford sells the Class Vehicles through Ford franchise dealerships. Ford distributes information about the Class Vehicles to its dealers for the purpose of passing that information to consumers. Ford also understands that its dealers pass on

information from Ford about the characteristics, benefits, and quality of its vehicles to consumers. The dealers act as Ford's agents in selling the Class Vehicles and disseminating information about the Class Vehicles to customers and potential customers. Ford also disseminates information about its vehicles on its website. At the point of sale, as well as in written materials and on its website, Ford could have disclosed the Oil Consumption Defect.

FACTUAL ALLEGATIONS

A. Ford's Marketing of the F-150

35. Ford designs, engineers, manufactures and sells vehicles throughout the United States through its network of authorized motor vehicle dealers.

36. Ford's F-Series truck has been the best-selling vehicle in the United States for 37 years. The F-Series maintains a dominant market share, representing nearly one-third of all pickup trucks sold in the United States. Over the past three years, Ford has sold an average of 900,000 F-150s per year.² Worldwide, an F-Series truck is sold every 29.3 seconds.

37. The F-Series has been immensely profitable for Ford. As of 2018, approximately \$50 billion dollars of Ford's annual \$160 billion in sales come from the sale of the F-Series truck alone. To put this in context, reporting indicates that if

² <https://www.autoweek.com/news/trucks/a32945300/ford-averages-over-100-f-150-pickups-sold-per-hour-247/> (last visited Jan. 4, 2021) (Exhibit A).

the Ford F-Series was its own Fortune 500 company, it would exceed the annual revenue of companies like Oracle, American Express, and Best Buy.

38. In 2018, Ford debuted new and enhanced engines for the F-150 line. Ford advertised them as “reengineered, upgraded, improved . . . the most advanced F-150 engine lineup ever.” The “enhanced” 5.0L engine was highlighted as “Horsepower and torque – increased. Fuel efficiency – improved. The trusted 5.0L V8 engine – better than ever. A new dual-injection system increases compression ratio to 12:1. Upgraded main and connecting rod bearings provide greater durability.”

39. The 2018 F-150 product brochure emphasized durability, reliability, efficiency, and safety, promising:

- “A segment-exclusive combination of advanced materials that are durable and inhibit corrosion help the 2018 Ford F-180 deliver mightily on its Built Ford Tough promise.”
- “Optimize[d] fuel usage during city driving with Auto Start-Stop Technology, standard on F-150. It can shut off the engine when the truck comes to a complete stop, the restart it automatically when the brake is released. . . . An integrated electric pump works with Auto Start-Stop Technology to keep the transmission staged for seamless restarts and improved driving efficiency.”
- A full page of safety features including a lane-keeping system, electric power-assisted steering, roll stability control, cross traffic alerts, pre-collision assist with pedestrian detection, curve control, a blind spot information system, and trailer sway control.

40. In the 2019 F-150 brochure, Ford’s marketing emphasized the tagline “Built Ford Tough,” explaining the phrase as follows: “It’s more than just a brutal testing regimen. Built Ford Tough is a battle cry. One filled with honor, courage, and determination to never rest – until the job’s done right. With well over 10 million customer-equivalent miles of testing, the F-150 earned its [Ford nameplate]. Being tortured in the lab. On the proving grounds. And working in the real world. Have no doubt, this truck is engineered for the long haul. Having repeatedly passed our toughest tests, it’s more than ready for yours.”

41. The 2020 brochure, like those of 2018 and 2019, emphasized the vehicles’ durability, reliability, efficiency, and safety with pages devoted to the strength of the materials and construction of the truck, fuel efficiency improvements, and more than ten highlighted safety features. Ford added to its 2019 Built Ford Tough battle cry with a new promise: Built To Get It Done. According to Ford, “This workhorse takes your ‘to dos’ and gets them ‘done.’ Time after time after time. Hauling cinder block to another section of the job site. Done. Loading the bed with mulch at the landscape supply company. Done. Towing your 32’ boat to the lake for an extended holiday weekend. Oh so done.”

42. Ford advertises that its rigorous evaluation of its vehicles continues after pre-market testing. According to Ford’s website, “[the company] use[s] warranty repairs per thousand vehicles at three months in service as a key metric for

measuring initial quality. Initial quality goes beyond warrantable defects, to include measures of customer excitement with new product features.”³

43. Ford also makes many public representations about the safety of its vehicles and the company’s commitment to developing advancing technologies to promote safety. For instance, Ford touts that “we continue to develop new, innovative technologies that enhance vehicle safety and help customers feel safe and confident on the road.”⁴

44. Ford also advertises the connection between the quality and safety of its vehicles: “Quality is critical to the safety of our customers and, therefore, to our responsibilities and success as a company. Safety continues to be one of the highest priorities in the design of our vehicles. We are committed to designing and manufacturing vehicles that achieve high levels of safety over a wide range of real-world conditions.”⁵

45. In order to achieve Ford’s safety goals, it further advertises that it “is continuously working to enhance the safety of our products, a fundamental aspect of

³ <https://corporate.ford.com/microsites/sustainability-report-2020/putting-people-first.html> (last visited Jan. 4, 2021) (Exhibit B).

⁴ *Id.*

⁵ <http://ophelia.sdsu.edu:8080/ford/03-30-2018/microsites/sustainability-report-2016-17/customers-products/safety/index.html> (last visited Jan. 4, 2021) (Exhibit C).

our Quality Operating System (QOS).”⁶ In order to achieve this, Ford states that it “conduct[s] engineering analyses, computer simulations and crash testing to evaluate the performance of vehicles and components at a number of sites around the world.”⁷

46. Finally, Ford states that “[i]n addition to meeting or exceeding regulatory requirements, our processes, tools and facilities confirm that our vehicles align with our own stringent internal guidelines on safety design, as well as Ford-specified levels of performance for Public Domain tests. We regularly re-evaluate and update these guidelines as appropriate.”⁸

B. Oil Consumption in the Class Vehicles

47. The 5.0 liter engine in the Class Vehicles is manufactured by Ford at its Essex Engine Plant in Windsor, Ontario. The 5.0L engine, named the “Coyote” by Ford, is a modular V-8 piston engine with Port Fuel Injection (“PFI”) and Direct Fuel Injection (“GDI” or “DI”), four-valve per cylinder, dual overhead cylinder heads cast, forged steel crankshaft and a high 12.0:1.0 compression ratio.

48. The Class Vehicles were put to market with a feature known as Deceleration Fuel Shut Off (“DFSO”). This feature will shut off fuel delivery when the engine is decelerating in an attempt to reduce fuel consumption and increase

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

overall MPG. When the driver accelerates, the fuel automatically begins flowing again and the vehicle accelerates as the driver commands.

49. According to Ford's Owner's Manual, the 5.0L Coyote engines in the Class Vehicles have an engine oil capacity of 8.8 quarts, including the oil within the oil filter.⁹ The Owner's Manual warns owners to not over-fill the engine oil: "Do not add oil further than the maximum mark. Oil levels above the maximum mark may cause engine damage."

50. According to Ford's Owner's Manual, each Class Vehicle contains an Intelligent Oil-Life Monitor that determines when the owner should change the engine oil based on how the vehicle is used.¹⁰ The oil change indicator may illuminate as early as 3,000 miles since a prior oil change but under no circumstances does Ford recommend oil change intervals exceed 10,000 miles or one year between intervals.¹¹ If the monitor fails, Ford recommends changing the oil every 5,000 miles.

⁹ *See, e.g.*, <https://media.ford.com/content/dam/fordmedia/North%20America/US/product/2020/f150/2020-F150-TechSpecs.pdf> (last visited Jan. 4, 2021) (Exhibit D).

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https://www.fordservicecontent.com/Ford_Content/vdirsnet/OwnerManual/Home/Content?variantid=7026&languageCode=en&countryCode=USA&Uid=G2042723&ProcUid=G2042724&userMarket=USA&div=f&vFilteringEnabled=False (last visited Jan. 4, 2021) (Exhibit E).

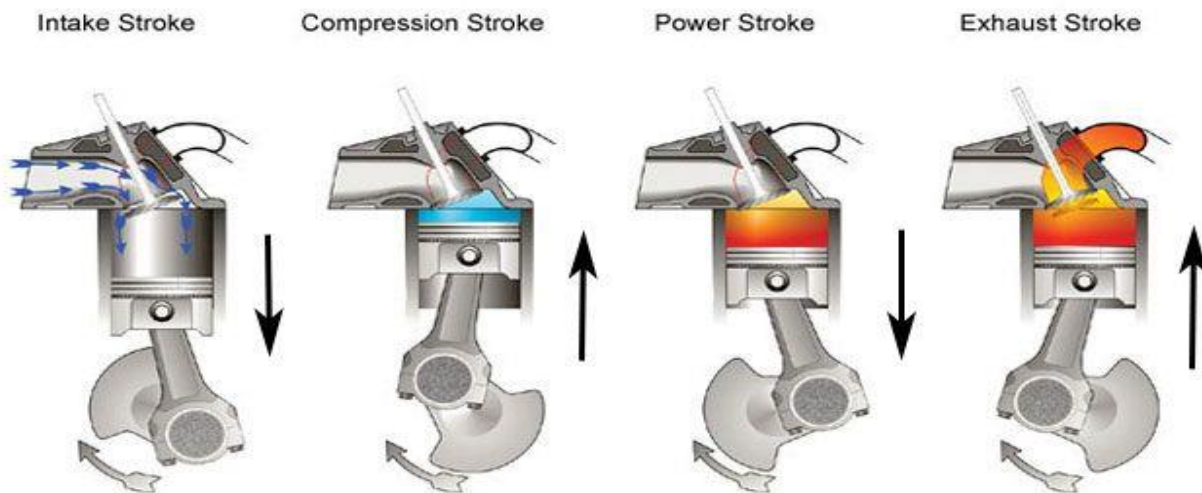
¹¹ *Id.*

51. The Ford Owner's Manual encourages owners to check their oil levels monthly. Given that the average motorist in the United States drives approximately 13,000 miles per year, Ford knows, or should know, that a monthly check, on average, will happen at intervals of approximately 1,080 miles and possibly much greater. While encouraging owners to check their oil on a periodic basis between oil changes, Ford does not instruct them to add oil to their engines regularly; instead, the Owner's Manual advises that oil should only be added between oil changes if the oil level is at (or presumably below) the *minimum* fill line on the dipstick.

52. As described in more detail below, Ford has recognized that oil consumption exceeding 1 quart per 3,000 miles traveled in Ford F-150 trucks is excessive and should be investigated and repaired.

53. The 5.0L Coyote engines installed in the Class Vehicles use eight reciprocating pistons to convert the pressure created by the combustion of gasoline mixed with air into a rotating motion. Gasoline, and only gasoline as a fuel, is mixed with air in the combustion chamber of the engine. To generate such rotating motion, a four-step sequence (the "Combustion Cycle") is used. First, the intake stroke begins with the inlet valve opening and an atomized fuel mixture is pulled into the combustion chamber. Second, the compression stroke begins with the inlet valve closing and the piston beginning its movement upward, compressing the air in the combustion chamber. Third, the power stroke begins when the spark plug ignites the

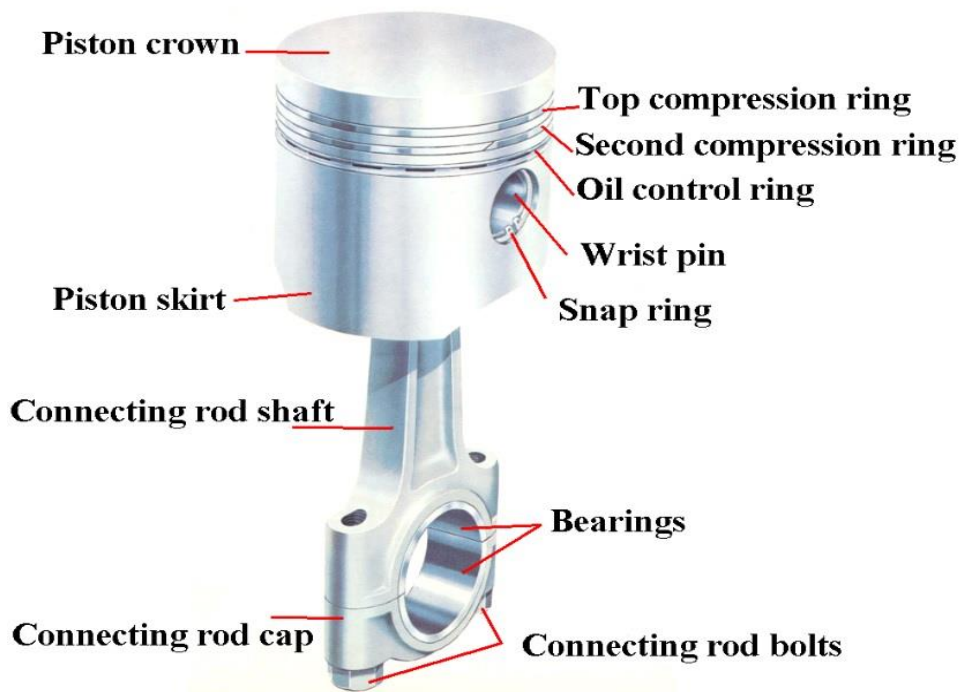
fuel/air mixture, expanding the gases and generating power that is transmitted to the crankshaft. Fourth, the exhaust stroke begins with the exhaust valve opening and the piston moving up, pushing the exhaust gases out of the cylinder. The exhaust valve then closes, the inlet valve opens, and the Combustion Cycle repeats itself. A diagram of the Combustion Cycle is below:



54. During this process, engine oil is used to lubricate the piston, piston rings, and the cylinder wall as the piston moves up and down. Engine oil reduces wear on moving parts throughout the engine, improves sealing, and cools the engine by carrying heat away from the moving parts. If there is an insufficient amount of engine oil, the engine will not have the necessary lubrication or cooling, thereby

causing premature wear of internal parts, inadequate performance, and even catastrophic engine failure.

55. The top sidewall of each engine piston contains flexible metal rings that when correctly sized, installed, and properly tensioned, prevent engine oil from entering the combustion chamber, as well as optimizing compression. On each piston, there are three rings: the top compression ring, the second compression ring, and the oil control ring.



Each ring plays a role in preventing oil from entering the combustion chamber of the engine.

56. The top ring is a compression ring, which means it is responsible, in part, for separating the combustion chamber from the engine oil sump. It is also

responsible for forming a seal between the piston (the movable part of the combustion chamber) and the remaining fixed combustion chamber geometry such that the intake gases can be compressed. It is the closest ring to the inlet valve which controls the flow of the combustion gases. As such, the top compression ring is exposed to a significant amount of chemical corrosion and very high operating temperatures. The top compression ring transfers approximately 70% of the combustion chamber heat from the piston to the cylinder wall.

57. The second piston ring is also a compression ring and is used to augment and complete the seal of the combustion chamber. It also acts as the final seal to wipe the cylinder wall clean of any remaining engine oil. Combustion gases that pass by the top compression ring are stopped by the second compression ring.

58. The bottom ring, the oil control ring, is actually two rings in one piston groove. Its function is to control the amount of engine oil present on the surface of the cylinder bore and to wipe excess oil from the cylinder wall during piston movement. The return of excess oil through the opening between the two rings, through the oil drain holes, is directed to the engine oil pan (sump). The oil control ring includes two thin rails or running surfaces.

59. The pistons move up and down within the cylinders of the engine block in sliding contact. In this particular class of engines, the surface of the cylinder walls

is coated with a plasma intended to maximize efficient operation, defined as minimizing sliding friction and increasing combustion chamber efficiency.

60. If engine oil is able to get past any of these piston rings, the engine oil will enter the combustion chamber. Once engine oil is in the combustion chamber, it will contribute as fuel to the Combustion Cycle sequence. However, even though the engine oil is a hydrocarbon (fuel), it combusts significantly slower than gasoline. Thereby, excess oil in the combustion chamber decreases combustion efficiency (the power produced), increases emissions, poisons the catalytic converter, and finally causes the reduction of the overall amount of oil contained in the engine.

61. Upon information and belief, the piston ring assembly and cylinder coating in the Class Vehicles are defective. Rather than preventing oil from bypassing the rings and entering the combustion chamber, they permit engine oil to seep into the combustion chamber of the engine. As a result, engine oil is not adequately separated from the Combustion Cycle. Instead, engine oil is burned and consumed during the Combustion Cycle. Additionally, and as a result, the crankcase becomes pressurized since gases from the Combustion Cycle are allowed to enter the crankcase.

62. Throughout the combustion process, engine oil is pumped from the crankcase, circulated throughout the engine, filtered and then returned to the crankcase to begin the cycle again. To reduce the risk of crankcase contamination

and improve vehicle emissions, the positive crankshaft ventilation (“PCV”) system was invented in the early 1960s. The PCV system involves the recycling of these unwanted vapors through a valve (the “PCV valve”) and circulates them back into the intake manifold, where they are pumped back into the engine sump to be re-entrained into the engine oil.

63. In the Class Vehicles, the PCV system is inadequate and fails to reduce pressure within the crankcase caused by combustion gases escaping from the combustion chamber, past the piston and oil rings, and into the crankcase. This is because the increased blow-by as a result of the reduced piston and oil control ring tensions in an effort to decrease overall friction within the engine in the hopes of gaining greater MPG. As a result, this has a direct negative impact on the vehicles’ durability, life expectancy, performance, emissions, and safety.

64. If the loss of oil is not detected and the engine oil is not refilled to the minimum level, the engine will be marginally lubricated or under-lubricated. Inadequate lubrication will cause premature, substantial wear and then substantial damage throughout the engine necessitating expensive repairs. Lack of oil can culminate in engine failure, which is a serious safety risk. If the loss of oil is detected and the engine oil is over-filled, similar damage results. Even if the loss of oil is detected and the owner is able to maintain proper oil levels, the escaping oil burns

off in the combustion and exhaust systems, causing damage to key emission-related components in the exhaust system.

C. The Oil Consumption Defect Damages Engine Parts and Vehicle Systems, Impairs Efficiency, and Causes Higher Emissions.

65. As discussed above, on information and belief, the engine oil control system in the Class Vehicles does not work as intended, allowing oil to pass into the combustion chamber during the combustion process. Once in the combustion chamber, the by-passing oil is burned off rather than returned for further lubrication. This not only causes a decrease in engine performance, but also decreases fuel efficiency, causes carbon deposits to form, and will damage the engine and various ignition and emission components.

66. Engine oil is a hydrocarbon; when it is present in the combustion chamber during the combustion cycle, it ignites and burns as any other hydrocarbon. However, due to the chemical nature of oil – which is more viscous and denser than gasoline -- it burns slower and generates heat over a longer period of time. Because of these characteristics, engine oil contributes practically nothing to the combustion part of the cycle, and only generates heat in the exhaust system due to the longer burn (combustion) times. It does, however, consume some of the oxygen in the combustion chamber, thereby reducing both ignition and combustion efficiency. This in turn increases emissions, which causes the fuel management system to

introduce a different and most often non-optimal fuel-to-air ratio during the next cycle.

67. Optimum combustion depends on the correct fuel/air ratio in order to provide a near stoichiometric mixture (*i.e.*, the fuel amount is neither excessive nor lacking).¹² The oxygen sensors monitor unburned oxygen in the exhaust gases and send this information to the engine control module, which then uses this information to determine if the fuel mixture is rich (too much fuel) or lean (not enough fuel) and adjusts the fuel/air mixture as necessary. The oxygen sensors also measure oxygen levels after the exhaust reacts with the catalytic converter, to help the engine run efficiently and to minimize emissions. The catalytic converters are emission control devices designed to convert toxic pollutants, contained in exhaust gases, to less toxic pollutants by catalyzing a redox reaction (oxidation or reduction).

68. While a significant amount of the unwanted engine oil is burned within the combustion chamber during the Combustion Process, any remaining and as-yet unburned oil exits the combustion chamber *via* the exhaust valve and is passed on to the catalytic converter. Excess oil entering into the exhaust system can cause damage to that system and increases harmful emissions.

¹² The stoichiometric mixture for a gasoline engine is the ideal ratio of air to fuel that burns all fuel with no excess air. For gasoline fuel, stoichiometric air/fuel mixture is about 14.7:1 -- *i.e.*, for every one gram of fuel, 14.7 grams of air are required.

69. The Oil Consumption Defect can contaminate oxygen sensors and catalytic converters of the Class Vehicles. Contamination can impair the accuracy of the oxygen sensors, for example, hampering the catalytic converters and causing the engine to not properly detect emission issues. Likewise, the catalytic converters can become poisoned as an effect of engine oil burning during the combustion cycle. The burnt oil is incorporated into the expelled exhaust gases of the engine, with the exhaust containing substances that coat the working surfaces of the catalytic converters, encapsulating the catalyst materials so that they cannot contact and treat the exhaust.

70. The catalytic converter is the central component of the emission system of any vehicle equipped with an internal combustion engine. Since 1975, almost all cars and light-duty trucks have come equipped with catalytic converters to comply with Clean Air Act standards on harmful emissions. The catalytic converter converts dangerous compounds produced in the combustion process into less harmful compounds.

71. A catalytic converter is designed to last the entire useful life of a vehicle. The catalytic converter converts harmful chemical compounds like carbon monoxide and nitrogen oxide into more inert compounds prior to being returned to the atmosphere. The exhaust system does this by using the pressurized gases from the exhaust stroke of the engine to push these exhaust gases through honeycomb

structures made of heat resistant ceramic, coated with the catalytic materials and contained within a stainless-steel case. Each of the channels within the honeycomb structure are lined with precious metals such as platinum, rhodium, and palladium that act as catalysts to the conversion process. When dangerous compounds like carbon monoxide (CO), unburnt hydrocarbons (HC), and nitrogen oxides (NOx) molecules come into contact with the platinum, rhodium, and palladium, the molecules are either reduced catalytically or oxidized into recumbent gases that are less harmful – typically carbon dioxide (CO₂) and nitrogen (N₂) -- and water (H₂O).

72. If excess oil enters into the catalytic converter, the conversion process is disrupted and reduced in efficiency and efficacy. Excess oil will coat the working surfaces of platinum, rhodium, and palladium and mask the catalysts, preventing them from reacting with the toxic exhaust gases. This is called “catalyst poisoning” and causes the vehicle to make changes (sometimes drastic changes) to the fuel/air ratio through the fuel management system and to release higher levels of harmful emissions.

73. Excess oil in the exhaust system can cause other problems that lead to higher emissions. On both sides of the catalytic converter, O₂ sensors monitor the concentration of oxygen in exhaust gases. The O₂ sensors transmit that data to the Engine Control Unit (“ECU”).

74. Another effect is that phosphorus is released when the excess oil is burned and will foul (*i.e.*, plate on to) the O2 sensor, causing the O2 sensor to degrade or fail. When the O2 sensor is fouled, it will incorrectly communicate to the ECU, which will then make incorrect adjustments to the fuel/air ratio being provided to the engine. The ECU may adjust the fuel/air ratio and make it too lean - meaning that there is too little fuel and too much air in the mixture. A lean mixture, if not corrected will cause the exhaust/emission systems to allow excess amounts of NOx to pass to the environment.

75. The ECU may also respond by adding fuel to the fuel/air mixture creating a “rich” fuel mixture (“rich” because there is too much gasoline and too little air). When engines run using a “rich” fuel mixture, fuel economy is reduced because the engine is receiving more fuel than it can consume during the combustion process. This excess fuel then continues through the exhaust system and is released into the environment as unburned or partially burned hydrocarbons.

76. If the issue is not addressed or corrected, the excess fuel will burn when it mixes with oxygen inside the catalytic converter and can melt the internal working surfaces of the catalytic converter. As a result, the ability of the catalytic converter to reduce harmful emissions will be compromised.

77. When the catalytic converter or O2 sensors are compromised, the Check Engine light should illuminate on the display panel informing the driver of a

problem. Upon information and belief, the Class Vehicles do not provide notice of an issue to the driver. The result is that drivers are left completely unaware that the dangerous Oil Consumption Defect is also causing the Class Vehicles to have an emissions system that is defective, pollutes at levels that exceed the intended levels, and violate state and federal emissions standards.

D. Ford's Longstanding Knowledge of the Defect

78. Upon information and belief, Ford, through a variety of sources including (1) its own records of customers' complaints, (2) dealership repair records, (3) warranty and post-warranty claims, (4) comments posted on public websites devoted to automotive reviews and vehicle defect reports, (5) and internal pre-sale durability testing and internal investigations (sometimes referred to as "star" reports), was well aware of the Oil Consumption Defect.

1. TSBs and SSMs Demonstrate Ford’s Longstanding Knowledge of Oil Consumption Issues in Its Vehicles

79. Ford issues Technical Service Bulletins (“TSBs”) and Special Service Messages (“SSMs”) to its authorized dealerships in order to provide instructions on how to repair Ford vehicles or respond to particular consumer complaints. These communications are not meant for consumer review. Rather, they are intended to standardize service throughout Ford’s agent dealership network. Further, these communications often do not reveal the root cause of a problem, only describe a complaint and a remedy, frequently in terms that a lay person would not understand, and do not disclose the severity or scope across all the vehicles to which the TSB or SSM relates.

80. Evidence of Ford’s knowledge of the Oil Consumption Defect are apparent in TSBs and SSMs as early as August 2018.

81. In August 2018, Ford issued an SSM regarding malfunction indicator lights associated with the camshaft system that might be triggered by low engine oil level (“SSM 47441”).

82. In November 2018, Ford issued a TSB advising that some 2018 F-150 vehicles equipped with a 5.0L engine may exhibit engine rattle noise under normal deceleration and acceleration maneuvers (“TSB 18-2354”). This type of noise is a telltale sign of under-lubrication in engines.

83. In December 2018, Ford issued a TSB that regarding malfunction indicator lights associated with the camshaft system that might be triggered by low engine oil level (“TSB 18-2360”).

84. In February 2019, Ford issued an SSM that advised some F-150 vehicles equipped with a 5.0L engine may exhibit a ticking noise at idle after an oil change (“SSM 47787”). Ford stated that the noise is “not detrimental to engine function and has no short- or long-term effect on engine durability.” This type of noise is, however, indicative of under-lubrication.

85. In March 2019, Ford issued a TSB regarding excessive oil consumption in the 2018 Ford F-150 vehicles equipped with a 5.0L engine (“TSB 19-2058”).

- a. TSB 19-2058 explains that the 5.0L engine in the 2018 F-150 vehicles may exhibit excessive oil consumption with no visible oil leaks. As a result, technicians are instructed to replace the positive crankcase ventilation (PCV) valve as a component of the PCV system.
- b. After replacement of the PCV valve, the technician is instructed to change the engine oil and oil filter and, *inter alia*, must explain to the customer that they are to check the oil every 200 miles in order to diagnose the excessive oil consumption.

- c. After driving the vehicle for not less than 3,000 miles, the customers were instructed to bring the vehicles back to the Ford service center for assessment of the excessive oil consumption. If the amount of oil consumed exceeded 3,000 miles per quart then the technician was instructed to replace the engine long block assembly, i.e. this equates to an entire engine replacement. Ford calculated that a technician would require approximately twelve (12) hours to conduct this repair.

86. In May 2019, Ford issued a second TSB regarding excessive oil consumption in the 2018 Ford F-150 vehicles equipped with a 5.0L engine (“TSB 19-2133”). TSB 19-2133 is generally the same as TSB 19-2058, except for an additional step related to marking and measuring the oil consumption.

87. In May 2019, Ford issued a TSB (“TSB 19-2144”) advising that some 2018-2019 F-150 vehicles may exhibit a light moderate knocking noise at idle. The TSB stated that the noise was “not detrimental to engine function and has no short- or long-term effects on engine durability.” This type of sound is, however, indicative of under-lubrication in the engine.

88. In November 2019, Ford issued a third TSB regarding excessive oil consumption in the 2018 Ford F-150 vehicles equipped with a 5.0L engine and also included the MY 2019 as well (“TSB 19-2338”).

a. TSB 19-2338 explains that the 5.0L engine in the 2018 and 2019 F-150 vehicles may exhibit excessive oil consumption with no visible oil leaks.

b. TSB 19-2338 goes on to state that:

Engineering analysis of the engine assemblies replaced under warranty for a customer concern of excessive oil consumption has found that the majority of engines did not require replacement. Additional engineering analysis has found an excessive oil consumption condition may have been caused by the powertrain control module (PCM) strategy which purposely closes the throttle plate during the deceleration fuel shut off (DFSO) events resulting in high intake manifold vacuum which can pull oil past the piston rings and into the combustion chamber. To correct the condition, a revised PCM calibration is in the process of being released to adjust the throttle plate opening angle to reduce engine manifold vacuum during DFSO events.

If the only symptom exhibited is excessive oil consumption do not attempt diagnosis or repairs for this condition at this time. The revised calibration is expected to be available December 2019. Monitor OASIS for updates.

c. Check the oil level on the oil level indicator. Add oil as necessary to bring the oil level to the MAX fill line on the oil level indicator.

d. Accordingly, TSB 19-2338 instructed technicians to stop replacing engines and instead do nothing but add oil to the

engine “as necessary” to bring the oil level to the MAX fill line on the oil level indicator.

89. In December 2019, Ford issued a fourth technical service bulletin regarding MY 2018-2019 of the Class Vehicles (“TSB 19-2365”).

- a. Similar to TSB 19-2338, TSB 19-2365 attributed the excessive oil consumption to the possibility of high intake manifold vacuum during deceleration fuel shut off (DFSO) resulting in oil being pulled into the combustion chamber. The proposed correction under the TSB includes reprogramming of powertrain control module (“PCM”), installing a new engine oil level indicator (a/k/a “dipstick”), and changing the engine oil and oil filter.
- b. Most notably, the redesigned dipstick “uses a wider 1.9 liter (2 quart) normal operating range.” As a result, and rather than adequately repair the Oil Consumption Defect, Ford simply changed the length of the dipstick to mask the oil consumption problem in the Class Vehicles. On information and belief, the new dipsticks encourage owners to over-fill the engine oil sump and thus prolong the time/mileage interval between filling the engine oil and registering a low oil level reading. In other

words, an oil level that once registered at or below the minimum fill line on the factory-installed dipstick – which would have caused customers to become alarmed or concerned about excessive oil consumption and possibly qualified for an engine replacement under TSB 2058 -- is now considered normal and within Ford’s acceptable parameters. This change only sought to save Ford the cost of repairs and did nothing to correct the Oil Consumption Defect.

- c. Upon information and belief, Ford’s change to the operation of the DFSO also reduced the fuel efficiency or MPG of the Class Vehicles.

90. In January 2020, Ford issued a TSB advising that some 2018-2020 F-150 vehicles might exhibit a light to moderate knocking type noise at idle (“TSB 20-2023”). Ford stated that the noise is “not detrimental to engine function and has no short- or long-term effects on engine durability.” Such noise is, however, an indicator of under-lubrication of the engine.

91. On information and belief, Plaintiffs allege that Ford knew of the Oil Consumption Defect months before issuing the earliest SSMs and TSBs related to it. Plaintiffs also allege that on or about March 20, 2017, Ford issued a TSB related to excessive oil consumption in MY 2015-2017 Mustangs, notified Mustang owners

of the issue, and published a post-sale supplement to the Mustang Owner's Manual regarding the same. At a minimum, these developments should have alerted Ford to potential problems with the F-150 engine that subsequently debuted in 2018.

2. Numerous Reports to NHTSA Should Have Given Ford Knowledge of the Oil Consumption Defect

92. The National Highway Traffic Safety Administration ("NHTSA") is a federal agency responsible for ensuring safe roadways and enforcing federal motor vehicle safety standards. Consumers may file vehicle safety-related complaints with NHTSA's Office of Defects Investigation, where they are logged and published.

93. NHTSA has received numerous complaints about the Oil Consumption Defect in the few years since this engine model was launched.

94. NHTSA received the following consumer reports regarding excessive oil consumption in MY 2018 Ford F-150 trucks:

- a. A consumer in GUYTON, GA wrote on February 18, 2021: ON OR ABOUT THE WEEK OF 10/26/2020, I TOOK MY TRUCK TO J.C. LEWIS FORD IN SAVANNAH, GA FOR A TRANSMISSION SHIFTING ISSUE TO BE LOOKED AT. WHILE THERE, THEY ALSO CHECKED THE OIL IN THE VEHICLE AND NOTED IT WAS VERY LOW. AS A RESULT OF THIS, THEY COMPLETED AN ENGINE OIL CHANGE, REPROGRAMMED THE COMPUTER AND REPLACED THE OIL LEVEL INDICATOR PER TSB 19-2365, AND I COULD PICK UP THE TRUCK, WHICH I DID. THIS PAST TUESDAY, 2/16/2021, I CHECKED THE OIL LEVEL IN MY TRUCK AND FOUND IT TO BE OVER A QUART LOW. THE VEHICLE HAS ONLY HAD A LITTLE OVER 3000 MILES PUT ON IT SINCE THE FORD PROVIDE WARRANTY OIL CHANGE. I PHONED J.C

LEWIS FORD AFTER NOTICING THE OIL WAS LOW AND THEY REQUESTED THAT I BRING MY VEHICLE IN TO BE LOOKED AT. THE VEHICLE IS CURRENTLY AT THE DEALERSHIP.

- b. A consumer in AURORA, CO wrote on January 30, 2021: ENGINE OIL IS LEAKING.
- c. A consumer in GALLATIN, TN wrote on December 10, 2020: LEAKS OIL[.] DEALER CAN[']T STOP THE PROBLEM. CONSTANT LEAK. 2018 SHOULD NOT HAVE THIS TYPE PROBLEM[.] GOING TO CAUSE ENGINE FAILURE. NOT SAFE[.] THIS IS AN ONGOING ISSUE.
- d. A consumer in PASADENA, MD wrote on July 17, 2020: MY 2018 FORD F150 HAS AN ISSUE WITH THE ENGINE CAM PHASER MAKING A KNOCKING NOISE DURING STARTUP. I HAD THEM REPLACED BY MY DEALER. I HAVE HAD MY TRUCK BACK TO THE DEALER 4 TIMES DO TO OIL LEAKS AND CHECK ENGINE LIGHTS COMING ON. ALSO I AM HAVING WHAT LOOKS LIKE MY ENGINE OIL MIXING WITH MY COOLANT AND ALSO THE COOLANT MIXING IN MAY OIL. THE DEALER TELLS ME THIS IS NORMAL. I TRIED TO TAKE MY VEHICLE TO THREE DIFFERENT DEALERS AND THEY ALL REFUSED TO WORK ON MY TRUCK THEY SAID TAKE IT BACK TO THE DEALER THAT DID THE ORIGINAL REPAIRS. I CALLED THE DEALER THAT DID THE ORIGINAL REPAIRS AND THEY TOLD ME THEY REFUSED TO WORK ON MY TRUCK SINCE I HAD MY LLAWYER CONTACT FORDS CUSTOMER RELATIONS I HAVE REPAIR ORDERS BUT THE FILE WAS TO LARGE TO ATTACH.
- e. A consumer in TERRE HAUTE, IN wrote on March 11, 2020: TL* THE CONTACT OWNS A 2018 FORD F-150. THE CONTACT STATED THAT WHILE DRIVING AND TURNING LEFT, THE VEHICLE STALLED WITH THE SHIFT TO PARK WARNING DISPLAYED. THE CONTACT STATED THAT THE POWER STEERING ASSIST WAS

INOPERABLE. THE CONTACT ALSO STATED THAT THE BACK-UP CAMERA FAILED INTERMITTENTLY. THE VEHICLE WAS TAKEN TO MACE FORD LOCATED AT (4501 US-41, TERRE HAUTE, IN 47802) TWICE TO BE DIAGNOSED. THE MECHANIC WAS UNABLE TO DUPLICATE THE FAILURE OR RETRIEVE A FAULT CODE FOR THE CAUSE OF THE FAILURE. THE CONTACT WAS CONCERNED ABOUT OIL CONSUMPTION. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 6,000.*DT*JB

- f. A consumer in GLOUCESTER, VA wrote on February 20, 2020: VEHICLE CONSUMED A FEW QUARTS OF OIL BEFORE IT'S NEXT OIL CHANGE WAS DUE. JUST BOUGHT THE TRUCK WITH LOW MILEAGE. NO REASON FOR IT TO CONSUME LIKE THAT. NO LEAKS. NOTICED WHEN A CHANGE OIL SOON WARNING CAME UP AS I BACKED OUT OF MY DRIVEWAY.THOUGH IT WAS ODD CONSIDERING IT WAS PREMATURE. WHEN I CHECKED, ALMOST NO OIL WAS ON THE DIPSTICK. IT WAS FULL 5 WEEKS AGO WHEN I CHECKED IT LAST.
- g. A consumer in BERKELEY SPRINGS, WV wrote on December 23, 2019: FIRST COMPLAINT ON AUGUST 21/19. TO HAGERSTOWN FORD DEALERSHIP THAT THIS TRUCK DOES NOT OPERATE CORRECTLY! THE HARDSHIFT CLUCK, USING OIL 1QT LOW AT 2400 MILES, WARPING DASH, RATTLING SOUNDS BAD.(LIKE VALUES RATTLING) MY DOOR LATCHES FREEZE.. I HAVE NOW AS OF 12/23/19 HAVE ADDED A TOTAL OF 5QTS OF OIL TO THIS TRUCK WITH ONLY JUST OVER 5000 MILES ON IT.YOU CAN SMELL BURNED OIL COMING FROM UNDER THE HOOD AND EXHAUST.I HAVE SEVERAL VIDEO DOCUMENTATION TO MY STATEMENT! I SPOKE WITH LARRY WHEN THE TRUCK WAS DROPPED OFF IN NOVEMBER TO HAVE DASH REPLACED FOR A WEEK,TO CALL ME AND

TELL ME THEY DIDN'T HAVE THE CORRECT DASH? I HAVE CONTACTED LARRY IN REGARDS TO THIS VECHILE OIL USE IS UNREAL!!! NO NEW VECHILE GOES THROUGH OIL LIKE THIS! I AM TOLD TO KEEP ADDING OIL. WHY ARE YOU NOT COVERING THE OIL, IT'S UNDER WARRANTY? THIS TRUCK IS BY FAR THE WORST VECHILE I HAVE EVER OWNED!!!! I FEEL I'M GETTING THE RUN AROUND N IF SOMETHING ISN'T RESOLVE SOON I WILL TAKE FURTHER ACTION. SO I'VE ALSO BEEN ADVISE THAT THE OIL BACKFLOW THAT'S BURNING OUT THE EXHAUST THE FILTERS WILL HAVE OIL CONSUMPTION THROUGH THEM AS WELL!! DID I GET A LEMON! I THINK SO!

- h. A consumer in TERRE HAUTE, IN wrote on December 10, 2019: BOUGHT THE TRUCK NEW AUGUST 28, 2018 AT 6000 MILES THE TRUCK CONSUMED 3 1/2 QUARTS OF OIL YES THAT'S 6000 MILES SINCE THEN THE TRUCKS HAD AN EXCESSIVE OIL USAGE STILL HASN'T BEEN FIXED 15 MONTHS LATER IT'S BURNED OVER 2 GALLONS OF OIL AND 26,000 MILES FORD REPLACE THE ENGINE AND IT'S BURNING MORE OIL NOW THAN IT EVER HAS IT BURNED 2 QUARTS OF OIL IN 1500 MILES
- i. A consumer in YOUNGSMVILLE, LA wrote on October 26, 2019: THE TRANSMISSION WILL TWIST THE DRIVESHAFT AT STARTUP, STATIONARY, AND CAUSE THE REAR END TO POP VERY LOUDLY. I'VE SHOWN FORD ENGINEERING A VIDEO OF IT, I WAS TOLD THAT IT WAS NORMAL. I'VE NEVER HEARD OF A VEHICLE DOING THIS BEFORE. THERE IS A RATTLING SOUND ON DECELERATION, LOUDEST WHEN THE ENGINE IS COLD AND LESSONS OR MAYBE EVEN GOES AWAY AFTER WARMED UP. THE ENGINE WAS REPLACED EARLIER THIS YEAR BECAUSE OF AN OIL CONSUMPTION ISSUE. THE TRUCK HAS MEMORY POWER DRIVER'S SEAT AND POWER MIRRORS THAT SHOULD GO INTO PLACE DEPENDING ON THE KEY FOB THAT IT DETECTS. RANDOMLY BOTH SIDE

MIRRORS WILL START MOVING AND POPPING BEFORE GOING BACK INTO POSITION. THIS ALWAYS OCCURS BEFORE THE VEHICLE IS STARTED. I'VE NOTICED THAT IT IS USUALLY WHEN IT DETECTS THE KEY FOB OR WHEN I USE THE FOB FOR SOME FUNCTION. THE SEAT RANDOMLY DOESN'T GO INTO THE MEMORY POSITION AT STARTUP.

- j. A consumer in CUMMING, GA wrote on September 5, 2019: TRANSMISSION ISSUE: INTERMITTENT LOUD BANG UPON STARTING THE ENGINE. INTERMITTENT RATTLE DURING NORMAL ACCELERATION AND DECELERATION. THERE IS ALSO HARSH UP AND DOWNSHIFTS IN THE VEHICLE. DURING NORMAL DRIVING CONDITIONS, THE VEHICLE WILL BE UP SHIFTING AND THEN IT WILL LOSE POWER UNTIL IT FINDS THE CORRECT GEAR, WHEN IT WILL THEN SLAM INTO GEAR. AGAIN THESE ARE ALL INTERMITTENT AND HARD TO MAKE HAPPEN ON DEMAND. ON OCCASION THE VEHICLE WILL BE SITTING AT A STOP LIGHT AND THE TRANSMISSION WILL BANG INTO ANOTHER GEAR, ALL WHILE BEING COMPLETELY STATIONARY. THE VEHICLE HAS A 13,200 MILES ON IT, AND IS CURRENTLY UNDERGOING AN OIL CONSUMPTION SURVEY THROUGH THE DEALERSHIP DUE TO THE MOTOR BURNING OIL. ALL OF THESE ARE ONGOING ISSUES THAT HAPPEN ON RANDOM DAYS AND TIMES, WHILE BOTH COLD AND WARM.
- k. A consumer in LOGAN, OH wrote on July 31, 2019: TL* THE CONTACT OWNS A 2018 FORD F-150. WHILE DRIVING 60 MPH, THE OIL PRESSURE WARNING INDICATOR ILLUMINATED ON THE INSTRUMENT PANEL. THE CONTACT STATED THAT THE IGNITION TURNED OFF IN THE MIDDLE OF THE ROAD; HOWEVER, SHE MANAGED TO PARK THE VEHICLE ON THE SIDE OF THE ROAD. THE CONTACT CHECKED THE OIL PRESSURE AND ADDED OIL TO THE VEHICLE. THE CONTACT RESTARTED THE VEHICLE AND

DROVE HOME. THE CONTACT ASSOCIATED THE FAILURE WITH NHTSA CAMPAIGN NUMBER: 17V672000 (ENGINE). THE VEHICLE WAS TAKEN TO DON WOOD FORD LINCOLN (LOCATED AT 2065 E STATE ST, ATHENS, OH 45701, (740) 593-6642), BUT THEY WERE UNABLE TO DUPLICATE THE FAILURE. THE CONTACT STATED THAT THE FAILURE CONTINUED AND SMOKE APPEARED COMING FROM THE LEFT TAIL PIPE. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 22,000.*DT*JB

- l. A consumer in PROCTORVILLE, OH wrote on May 23, 2019: 5.0 V-8. MY TRUCK CONSUMES OVER 2 QUARTS OF OIL EVERY 2500 MILES. FORD SAYS THIS IS NORMAL. MY TRUCK'S FUEL ECONOMY IN ANY DRIVING CONDITIONS IS NEVER BETTER THAN 11.9 MPG'S WHICH SHOULD BE AND WAS MUCH BETTER THAN THIS WHEN I FIRST BOUGHT IT. MY ENGINE KNOCKS. MY ENGINES WHINES AND WHISTLES. MY ENGINE IS DOWN ON POWER NOTICEABLY ON THE INTERSTATE WHICH MAKES DRIVING THE TRUCK DANGEROUS. ALL OF THIS FORD SAYS IS NORMAL. NONE OF THIS IS NORMAL UNLESS IT WAS A 1976 PINTO. THIS TRUCK SHOULD BE REMOVED FROM THE ROAD PERMANENTLY
- m. A consumer in GALVESTON, TX wrote on May 14, 2019: EXCESSIVE OIL CONSUMPTION APPROXIMATELY ONE QUART PER 1000-1500 MILES
- n. A consumer in BLOOMINGTON, IN wrote on April 15, 2019: THIS NEW TRUCK'S, WHICH WAS PURCHASED IN JANUARY OF 2019, 5.0 LITER ENGINE USED 2.5 QUARTS OF ENGINE OIL IN THE FIRST 3500 MILES. THE TRUCK IS CURRENTLY UNDERGOING AN OIL CONSUMPTION TEST AT MY EXPENSE.
- o. A consumer in TUSCALOOSA, AL wrote on July 1, 2018: VEHICLE SHUDDERS AND MAKES A POPPING NOISE FORM ENGINE. SOUNDS LIKE A MISFIRE. CHECK

ENGINE LIGHT FLASHES ON SOMETIMES DURING THIS EVENT. ALSO WHEN CRANKING IT MISFIRES SOMETIMES. THIS HAS BEEN ONGOING SINCE I DROVE THE VEHICLE HOME DAY ONE BRAND NEW.

- p. A consumer in PORT CHARLOTTE FL, wrote on March 16, 2018: THIS ISSUE IS HAPPENING WIDESPEAD AMONGST OWNERS OF FORD'S NEW 3.5L HIGH OUTPUT POWERTRAIN. UPON OPEN THROTTLE, THE ENGINE WILL INSTANTLY DROP OFF ALL POWER, CAUSING THE TRUCK TO DANGEROUSLY AND UNEXPECTEDLY DROP TO ZERO MILES PER HOUR. VERY DANGEROUS AND LIFE THREATENING WHILE ENTERING ROADWAYS OR INTERSTATE ROADS WITH TRAFFIC. UPON OPEN THROTTLE, A "LOW OIL PRESSURE" LIGHT TAKES OVER THE VIEWING AREA ON THE DASH CLUSTER AND THEN DISAPPEARS AFTER RESTARTING THE VEHICLE. UPON RESTARTING, THE TRUCK WILL FAIL AND PROVIDE A "LOW OIL PRESSURE" SIGNAL AGAIN AFTER APPLYING OPEN THROTTLE. THIS CAN HAPPEN WHEN TAKING OFF FROM A DEAD STOP OR UNDER CRUISING SPEEDS, WHEN OPEN THROTTLE IS APPLIED, THE ENGINE FAILS AND CUTS OFF ALL POWER. IT DOESNT MATTER IF YOU ARE TURNING OR GOING STRAIGHT, THE ISSUE HAPPENS REGARDLESS. ALWAYS HAPPENS UNDER OPEN THROTTLE. THIS HAS BECOME A WIDESPEAD ISSUE WITH OWNERS OF THE TRUCK FROM MODEL YEAR 2017-2018. FORD NEEDS TO RESPOND AND FIX THIS ISSUE FOR THE SAFETY OF THEIR CUSTOMERS.
- q. A consumer in BEDFORD CORNERS, NY wrote on March 15, 2018: TL* THE CONTACT OWNS A 2018 FORD F-150. WHILE DRIVING, THE VEHICLE LOST POWER AND THE LOW OIL AND CHECK ENGINE INDICATORS ILLUMINATED. THE VEHICLE WAS TAKEN TO ARROWAY FORD (519 N BEDFORD RD, BEDFORD HILLS, NY 10507) WHERE IT WAS DIAGNOSED THAT THE OIL PUMP FAILED. THE VEHICLE WAS NOT

REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS 1,519.

95. NHTSA received the following complaints from consumers regarding excessive oil consumption in MY 2019 Ford F-150 trucks.

- a. A consumer in SUTTON, MA wrote on January 3, 2021: OIL CONSUMPTION ENGINE USING AT LEAST 2 QUARTS OF OIL EVERY 1500 TO 2000 MILES SINCE I BOUGHT THIS VEHICLE I HAVE CHANGED THE OIL TWICE AND EACH TIME IT GOES THREW 2 PLUS QUARTS WITHIN 1500 TO 2000 MILES OF BEING CHANGED..ADDED 5W20 SYNTHETIC OIL EACH TIME 4 TO 5 QTS. SINCE HAVING THE TRUCK. MILEAGE NOW 14,230 THIS IS NOT ACCEPTABLE FOR A NEW ENGINE!
- b. A consumer in LAS CRUCES, NM wrote on July 12, 2020: THE VEHICLE ONLY HAS 13,500 MILES ON IT AND IT CONSUMES OIL DRAMATICALLY AND THERE IS AN OFF THROTTLE RATTLE IN THE ENGINE. ADDITIONALLY, ONE OF THE CYLINDERS DOES NOT APPEAR TO BE FIRING AND IT HAS NO OIL PRESSURE.
- c. A consumer in ANNA, IL wrote on July 31, 2019: EXCESSIVE OIL CONSUMPTION IN FIRST 500 MILES (USED 2 QUARTS) 5.0 LITER ENGINE
- d. A consumer in GILBERT, WV wrote on December 25, 2019: ENGINE BURNING OIL SHUTS DOWN MAKING NOISE IT'S BEEN HAULED IN GARAGE. FOUR TIMES IT'S A NEW PICKUP I'VE NOT HAD BUT TROUBLE OUT OF IT I WON'T IT FIXED
- e. A consumer in FULSHEAR, TX wrote on December 11, 2019: EXCESSIVE OIL CONSUMPTION. I AM A QUART LOW AT JUST UNDER 2000 MI. TIMING CHAIN RATTLE DURING DECELERATION WHEN COLD. WARPED DASH PANEL PASSENGER SIDE.

96. NHTSA received the following complaints from consumers regarding excessive oil consumption in MY 2020 Ford F-150 trucks.

- a. A consumer in OKLAHOMA CITY, OK wrote on February 20, 2021: MY 2020 FORD F-150 5.0L V8 HAS AN EXCESSIVE OIL CONSUMPTION PROBLEM. THE DAY I TOOK IT TO GET IT'S VERY FIRST OIL CHANGE (JANUARY 2021), BEFORE I DROVE IT TO THE DEALERSHIP TO GET CHANGED, I CHECKED THE OIL LEVEL AND IT WAS LOW. IT ONLY HAD 5K MILES ON IT. THEY CHANGED THE OIL AND TOPPED IT OFF. WHEN I CHECKED IT YESTERDAY (FEBRUARY 19TH, 2021), IT WAS READING HALF FULL ON THE DIPSTICK, WITH 6,600 MILES ON THE VEHICLE.
- b. A consumer in ANOKA, MN wrote on December 16, 2020: MY NEW 2020 F150 WITH 5.0 V8 TRUCK OVER CONSUMES OIL, ADDING A QUART OF OIL EVERY 1000 MILES. BROUGHT TO DEALER EVERY WEEK AFTER ABOUT 500 MILES AND THEY ADD AT LEAST A HALF QUART OR MORE EVERY TIME. I BOUGHT IN OCTOBER 2020 AND IN THE FIRST MONTH I WENT THROUGH 4 QTS OF OIL.
- c. A consumer in ANOKA, MN wrote on November 23, 2020: BOUGHT THE TRUCK NEW OCTOBER 2020 AND CHECKED THE OIL AFTER A MONTH HAVING THE TRUCK HAVING 1600 MILES ON IT AND THERE WAS NO OIL ON THE DIPSTICK. IT'S A 5.0 COYOTE V8. TOOK IT TO THE DEALER IMMEDIATELY AND THEY ADDED 5 QTS OF OIL! THERE IS A TSB OUT WHERE THEY CHANGE PCM SOFTWARE AND REPLACE THE DIPSTICK. SHOULDN'T THIS BE DONE BEFORE I TOOK THE TRUCK HOME IF THEY KNEW ABOUT IT??
- d. A consumer in CENTREVILLE, VA wrote on November 11, 2020: EXCESSIVE OIL CONSUMPTION. I HAVE ALREADY HAD THE SERVICE APPLIED FROM THE TECHNICAL BULLETIN, BUT NOT MUCH RELIEF FROM THE LOSS OF OIL. I HAVE TO ADD AT LEAST A QUART

HALF WAY BETWEEN OIL CHANGES. I WOULD LIKELY LOSE 2 QUARTS OR MORE BETWEEN OIL CHANGES IN TOTAL. I HAVE BARELY 5000 MILES, "FIX" APPLIED AT 2500 MILES. AT 5100 MILES ALREADY OVER A QUART LOW. MOSTLY CITY DRIVING. SOME PULLING OF SMALLER RV TRAILER. TRAILER WEIGHT IS 5800 POUNDS.

- e. A consumer in ANNISTON, AL wrote on November 2, 2020: OIL CONSUMPTION ON THE 5.0 LITER V8 ENGINE. THE ENGINE IS CONSUMING OIL WITHOUT EVIDENCE OF AN OIL LEAK. FORD HAS A TSB FOR THIS 19-2365 WHICH COVERS YEAR MODEL 2018-2020. THERE ARE OTHER TSBS FOR OLDER YEAR MODELS WITH THIS SAME ENGINE. FORD SAYS LESS THAN 1 QUART OF OIL CONSUMED IN 3000 MILES OR LESS IS NORMAL. THEIR FIX IS A LONGER AND WIDER DIP STICK AND A SOFTWARE UPDATE. THIS DOES NOT FIX THE OIL CONSUMPTION. THERE IS A PROBLEM WITH THE DESIGN OF THE ENGINE BLOCK WITHIN THE CYLINDERS.

97. In addition to the reports that specifically reference the Oil Consumption Defect, there are a similar number of reports describing persistent, unexplained rattling (a sign of under-lubrication) and total engine failure in new vehicles with very low mileage. It is likely that these complaints are related to excessive oil consumption, even if the complainants were not aware of the root cause of their car problems.

98. Under the TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000), all vehicle manufacturers, including Ford, are legally obligated to routinely monitor and analyze NHTSA complaints in order to determine whether vehicles or automotive

components should be recalled due to safety concerns. Thus, Ford has known, or should have known, about these NHTSA/ODI consumer complaints close in time to the dates they were filed.

99. Moreover, the content, consistency, and number of these complaints should have alerted Ford to the Oil Consumption Defect.

3. Complaints on Heavily Trafficked Internet Forums for Car Owners Should Have Given Ford Knowledge of the Oil Consumption Defect

100. Consumer complaints regarding the Oil Consumption Defect are present on numerous websites devoted to automotive reviews, automobile repairs, car complaints, Ford vehicles, and even the F-150 truck line specifically. Over the last four years, thousands of comments have been published on these sites in response to posts related to excessive oil consumption in the Ford F-150 trucks.

101. On “Ford F-150 Forum – Community of Ford Truck Fans,” more than 1,800 comments accumulated under a thread opened to specifically discuss “Excessive Oil Consumption *** TSB-2058***.”¹³ More than 80 commenters posted complaints about their personal experiences with the Oil Consumption Defect.

¹³ <https://www.f150forum.com/f118/2018-f150-5-0l-excessive-oil-consumption-tsb-2058-a-440924/> (last visited Apr. 26, 2021) (excerpt attached as Exhibit F)

102. Another dozen links on f150forum.com -- with names like “gen-3-coyote-eats-qt-oil-every-1k-miles,” “2019-f-150-01-consuming oil,” “anyone-riding-out-5-0-oil-consumption,” and “2018-2020-f150-5-01-excessive-oil - consumption-tsb-2365” specifically reference oil consumption problems.¹⁴ These posts drew more than 1,000 comments which included dozens of commenters posting personal experiences with excessive oil consumption in their Ford F-150s.

103. On ford-trucks.com a few hundred comments have been published in response to a handful of posts addressing oil consumption in Ford F-150s. These titles – including “ford-replacing-2018-5-0s” and “2018-5-0-oil-consumption-ford-now-says-its-software-related” elicited two dozen commenters offering personal experiences similar to Plaintiffs’ experiences.¹⁵

¹⁴ <https://www.f150forum.com/f118/gen-3-coyote-eats-qt-oil-every-1k-miles-466185/> (last visited Apr. 29, 2021) (excerpt attached as Exhibit G); <https://www.f150forum.com/f118/2019-f-150-5-0l-consuming-oil-449559/> (last visited Apr. 21, 2021) (excerpt attached as Exhibit H); <https://www.f150forum.com/f118/anyone-riding-out-5-0-oil-consumption-448028/>; <https://www.f150forum.com/f118/anyone-riding-out-5-0-oil-consumption-448028/> (last visited Apr. 29, 2021) (excerpt attached as Exhibit I); <https://www.f150forum.com/f118/2018-2020-f150-5-0l-excessive-oil-consumption-tsb-19-2365-a-463625/> (last visited Apr. 21, 2021) (excerpt attached as Exhibit J).

¹⁵ <https://www.ford-trucks.com/forums/1574819-ford-replacing-2018-5-0s.html> (last visited Apr. 22, 2021) (excerpt attached as Exhibit K); <https://www.ford-trucks.com/forums/1603254-2018-5-0-oil-consumption-ford-now-says-its-software-related.html> (last visited Apr. 22, 2021) (excerpt attached as Exhibit L)

4. Ford's Internal Testing Should Have Identified the Oil Consumption Defect

104. Ford is experienced in the manufacture of consumer vehicles. As an experienced manufacturer, Ford conducts tests, including pre-sale durability testing, to verify the vehicles it sells are free from defects and align with Ford's specifications and intended use of the Class, including routine highway travel. Indeed, as set forth above, Ford's testing protocols – “well over 10 million customer-equivalent miles of testing” -- are prominently boosted as a selling point in its advertising.

105. Upon information and belief, Ford performs a four-part durability evaluation on its vehicles before they are released for sale to the general public. The four steps are a virtual analysis, data acquisition, bench testing, and road testing.

106. The virtual analysis stage is conducted by Ford engineers. It is designed to identify risk areas early in the development process by using software simulations to identify potential part failures by using advanced mathematical models. This process allows Ford to identify and correct any issues with its vehicles before they are produced and when it is the least costly to remedy.

107. The data acquisition stage is also conducted by Ford engineers. Ford engineers collect and analyze road load data (data regarding the expected load the vehicles will undergo during their anticipated lifetime).

108. Bench testing involves testing individual components of the vehicle to simulate real world conditions. Bench testing is designed to verify the overall soundness of a design under controlled conditions. The testing performed typically includes testing various component parts to failure.

109. Ford was independently obligated to test the F-150's exhaust emissions system's durability for its "useful life" under Clean Air Act regulations. Under the Environmental Protection Agency's rules, truck and engine manufacturers can use one of two methods for testing the exhaust emissions durability—using a chassis dynamometer to test the vehicles after they have run for a given period of time or using a "bench aging" procedure which involves using extreme heat to test certain components, including the catalytic converters.

110. In either case, certificate holders must test and certify that the vehicles will comply with EPA emissions standards throughout their "useful life," which is currently defined as 120,000 miles. As the Clean Air Act Handbook describes it, "[t]he demonstration of light-duty vehicle emission durability for purposes of certification consists of two elements: (1) emission deterioration (the extent emissions will increase during the vehicle's useful life); and (2) component durability (whether emission-related components will operate properly for the useful life of the vehicle)." On information and belief, Plaintiffs allege that the Oil

Consumption Defect and the damage it causes to the exhaust system would have been shown during such tests.

111. Thus, through a variety of quality control metrics, Ford knew or should have known of the Oil Consumption Defect in the Class Vehicles prior to and shortly after the time of sale to Class members.

112. If Ford did not discover the Oil Consumption Defect, its research and testing were insufficient to support Ford's advertising, promoting, marketing, warranting, and selling of the Class Vehicles as suitable and safe for operation and use in the intended and reasonably foreseeable manner.

E. Ford's Response to Consumers Presenting the Oil Consumption Defect at Ford Dealerships

113. The Class Vehicles come with a three-year/36,000 mile Basic Limited Warranty. The Basic Limited Warranty lasts for three years from the date delivery of the Class Vehicle is taken, or for 36,000 miles on the odometer, whichever occurs first. The Class Vehicles also come with a five-year/60,000 mile Powertrain Warranty. The Powertrain Warranty covers the engine, transmission, and drive systems. Accordingly, the Powertrain Warranty is the applicable warranty related to the Oil Consumption Defect.

114. Ford instructs vehicle owners and lessees to bring their vehicles to a Ford dealership for the warranty repairs. Many owners and lessees have presented

Class Vehicles to Ford dealerships with complaints about the Oil Consumption Defect.

115. Despite Ford's knowledge of the problem—and presumed knowledge of how to appropriately remediate and prevent the Oil Consumption Defect from recurring—Ford has not fixed the defect in vehicles under warranty. Instead, customers report three different actions at Ford dealerships:

- a. advising customers that excessive oil consumption is normal and that significant amounts of oil should be added to the engine on a regular basis between oil change intervals;
- b. adding significant amounts of engine oil, sometimes exceeding the recommended fill level;
- c. taking the original dipstick and replacing it with a new one, which is calibrated differently than the original dipsticks – and encourages over-filling the engine oil -- to lengthen the time/mileage intervals between low oil readings.

116. These customer experiences are consistent with the SSMs and TSBs Ford has issued, but none of these service actions actually fixes the Oil Consumption Defect and each of them will allow damage to the combustion, exhaust, and emission systems described above to occur over time. In fact, Ford's actions are likely

exacerbating the damage that the Oil Consumption Defect would cause under ordinary circumstances if no intervention occurred.

117. These customer experiences reflect service actions that are contrary, moreover, to the recommendations set forth in the Owner's Manual. The standard recommendation for the F-150 is that the owner should *check* the oil level on a monthly basis. It does not suggest that owners will need to add oil to the engine every month between oil changes. Warnings about higher levels of oil consumption (1 quart per 500 miles) and more frequent checks (at every re-fueling) are flagged as an exception from the norm in the Owner's Manual and connected to exceptionally hard driving: "extended time at high engine speeds, high loads, engine braking, hard cornering maneuvers, track and off-road usage." The Owner's Manual also warns against over-filling the engine oil.

118. Consumers have incurred and will continue to incur expenses related to the Oil Consumption Defect because Ford's service and repairs do not adequately resolve the Oil Consumption Defect.

F. Ford's Efforts to Conceal the Defect from Consumers and Deflect Responsibility for Engine Problems onto Consumers

119. As alleged above, Ford has failed to disclose the Ford F-150's excessive oil consumption problem to consumers before or at point-of-sale. Ford has also refused to acknowledge the defect to vehicle owners. Plaintiffs further allege that Ford has affirmatively taken steps to conceal the defect.

120. After several editions of the MY2018 Owner's Manual were printed, Ford revised the section addressing oil level monitoring, adding the following advisory:

“You can drive high performance vehicles in such a way that may lead to higher oil consumption[. T]his includes extended time at high engine speeds, high loads, engine braking, hard cornering maneuvers, track and off-road usage. Under these conditions, oil consumption of approximately 1 quart per 500 miles (1 liter per 800 km) is possible. As a result, you need to check the engine oil at every refueling and adjust to maintain proper levels to avoid engine damage.”

Plaintiffs allege that this language – which suggests that only extraordinary use will trigger higher levels of oil consumption – was purposefully worded to not raise alarms with most vehicle owners while attempting to shield Ford from warranty claims arising from the Oil Consumption Defect.

121. After issuing TSB-2058 in March 2019 that directed dealerships to replace the long engine block in vehicles if excessive oil consumption was detected after the PCV valve was replaced, Ford effectively rescinded that TSB six months later. In November 2019, Ford advised dealerships that excessive oil consumption may have been caused by high intake manifold vacuum. Dealerships were directed to not replace engine blocks and to not attempt diagnosis or repair, but instead to add oil to engines until the maximum fill line on the oil level indicator was met. Plaintiffs allege that these actions were designed to mislead consumers about the root cause of the Oil Consumption Defect.

122. In December 2019, Ford began issuing a redesigned dipstick to customers complaining of excessive oil consumption. Plaintiffs allege that the redesigned dipstick does not properly read oil levels, and is designed to encourage over-filling the engine oil sump and delay low oil level readings. Plaintiffs also allege that this action was designed to deprive consumers of the tool that allowed them to accurately monitor oil levels and causes all of the damage associate with over-filling – something that the Owner’s Manual warns strongly against.

123. Ford has issued multiple TSBs since mid-2018 advising that persistent knocking and rattling sounds are not signs of any engine problem and will not have any effect on “engine durability.” Plaintiffs allege that these TSBs were intended to cause dealers and authorized repair shops to assure consumers that these types of sounds are acceptable when they are actually indicative of low oil levels and under-lubrication of the engine.

G. Plaintiffs’ Experiences

1. Marc Baus (National Class and New Jersey Sub-Class)

124. Plaintiff Marc Baus is a citizen and resident of the State of New Jersey who resides in Gloucester County.

125. Plaintiff Baus owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased new from Lilliston Ford Inc, an authorized Ford

dealership, in Vineland, New Jersey on or about February 15, 2019. The VIN of his Class vehicle is: 1FTMF1C58KKC73529.

126. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's TV commercials, and spoke with Ford sales representatives concerning the vehicle's features when special ordering and building the vehicle. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner's Manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

127. Plaintiff did not know and was never informed by Ford prior to purchasing his Class Vehicle that it had an Oil Consumption Defect.

128. In or about February 2021 at approximately 14,000 miles on the odometer, Plaintiff brought his vehicle to Ace Ford after experiencing transmission issues. According to the dealership, his vehicle was thoroughly inspected. When Mr. Baus checked his oil a few days later, he found that vehicle's oil was approximately two (2) quarts low.

129. In or about February 2021, Plaintiff contacted Ace Ford telephonically about his concerns that his vehicle exhibits excessive oil consumption and the

authorized Ford dealership stated that it would call him back about his concerns; however, the dealership did not do so.

130. Plaintiff has a good faith basis for believing that Ford representatives will tell him nothing is wrong with his vehicle.

131. Despite the oil consumption concerns presented to the dealership, Plaintiff's vehicle continues to exhibit excessive oil consumption. As a result, Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

132. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

133. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

134. At all times relevant herein, Plaintiff operated and used his 2019 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

135. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

136. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

2. Vincent Brady (National Class and California Sub-Class)

137. Plaintiff Vincent Brady is a citizen and resident of the State of California who resides in San Joaquin County.

138. Plaintiff Brady owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased new from Heritage Ford Lincoln, an authorized Ford dealership, in Modesto, California in July 2019. The VIN of his Class vehicle is: 1FTEW1E54KKC36253.

139. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner's Manuals, in correspondence sent to Plaintiffs and

Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

140. After driving his Class Vehicle approximately 4,000 miles, Plaintiff checked the engine oil levels in his Class Vehicle and observed it was a few quarts low. Plaintiff brought his Class Vehicle back to Heritage Ford to inquire about the cause, and was informed that his Class Vehicle was brand new and needed to be broken in and that consuming oil was normal. The dealership topped off his engine oil.

141. At approximately 5,000 miles on the odometer, Plaintiff checked the engine oil levels again and observed it was one (1) quart low. Plaintiff had his oil changed at Heritage Ford; the dealership overfilled his engine oil by approximately one-half (1/2) of a quart.

142. At approximately 8,000 miles on the odometer, Plaintiff checked the engine oil levels again and observed it was approximately two (2) quarts low. Plaintiff again brought his Class Vehicle back to Heritage Ford, who performed an oil consumption test. First, the dealership changed his oil, sealed the dipstick, and instructed Plaintiff to bring his Class Vehicle back every 1,000 miles. The oil consumption test determined that Plaintiff's Class Vehicle was burning approximately one (1) quart of oil every 1,500 miles. Plaintiff asked if the dealership

overfilled the engine oil prior to starting the oil consumption test, and the dealership representative informed Plaintiff that it had not.

143. At approximately 9,261 miles on the odometer, Plaintiff brought his Class Vehicle back to Heritage Ford. The dealership checked the engine oil after letting the vehicle sit for approximately five (5) minutes and checked the oil. The dealership informed Plaintiff that the dipstick was not sealed.

144. At approximately 12,000 miles on the odometer, Plaintiff checked the engine oil levels again and observed it was again consuming oil and that Plaintiff was approximately one (1) quart low. Plaintiff brought his Class Vehicle back to Heritage Ford, who told him that he was consuming engine oil at a rate that was considered normal and that he would not be eligible for warranty repairs at that time. The dealership informed Plaintiff that he was approximately one-half (1/2) quart low. The dealership added engine oil during this visit.

145. At approximately 13,000 miles on the odometer, Plaintiff checked the engine oil again and observed it was one-half (1/2) quart low. Approximately 100 miles later, Plaintiff brought his Class Vehicle back to Heritage Ford, who performed another oil change.

146. Despite the oil consumption concerns presented to the dealership, Plaintiff's vehicle continues to exhibit excessive oil consumption. As a result,

Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

147. Had Plaintiff known or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

148. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

149. At all times relevant herein, Plaintiff operated and used his 2019 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

150. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

151. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

3. Dennis Gabel (National Class and Texas Sub-Class)

152. Plaintiff Dennis Gabel is a citizen and resident of the State of Texas who resides in Randall County.

153. Plaintiff Gabel owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased new from All Star Family Ford, an authorized Ford dealership, in Amarillo, Texas on or about November 2, 2019. The VIN of his Class vehicle is: 1FTEW1E53KKE33561.

154. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's window sticker, 0% financing advertising, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

155. Plaintiff did not know and was never informed by Ford prior to purchasing his Class Vehicle that it had an Oil Consumption Defect.

156. At approximately 3,000 miles on the odometer, Plaintiff checked his oil before traveling for a fishing trip and he noticed his oil was low. Mr. Gabel was required to add engine oil to his vehicle.

157. Plaintiff completes his oil changes approximately every 5,000 miles, but is required to add oil to his vehicle between the oil change intervals due to his vehicle's excessive oil consumption.

158. On or about February 1, 2021, with approximately 26,729 miles on the odometer, Plaintiff had his vehicle's oil changed at Jiffy Lube in Amarillo, Texas. Mr. Gabel inquired as to how low his oil was and the technician advised it was low.

159. In or about March 2021, Plaintiff called All Star Family Ford with concerns of excessive oil consumption. Plaintiff provided his VIN to the dealership and the dealership advised that they would update his vehicle's software and give him an updated dipstick.

160. Plaintiff has a good faith basis to believe that Ford's attempt to update his software and provide him with an updated dipstick will not cure his excessive oil consumption.

161. Plaintiff's vehicle continues to exhibit excessive oil consumption and engine ticking. As a result, Plaintiff continues to absorb the expense and

inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

162. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

163. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

164. At all times relevant herein, Plaintiff operated and used his 2019 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

165. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

166. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

4. David Lyman (National Class and New York Sub-Class)

167. Plaintiff David Lyman is a citizen and resident of the State of New York who resides in Oneida County.

168. Plaintiff Lyman owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased new from Nye Automotive Group, an authorized Ford dealership, in Oneida, New York on or about April 15, 2018. The VIN of his Class vehicle is: 1FTFX1E58JFB07571.

169. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising and TV commercials, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner's Manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

170. Within a week or two of purchase, Plaintiff heard his Class Vehicle's engine start to rattle. Plaintiff inspected the oil level and observed that the dipstick had fallen to the "add" designation. Plaintiff contacted the dealership and expressed concern because the vehicle only had a few miles at the time of purchase, and the dealership instructed Plaintiff to bring the vehicle back to be topped off with engine oil.

171. Plaintiff brought his Class Vehicle to Steet-Ponte Ford Lincoln in Utica, New York on another occasion within the first year of purchase and had an oil consumption test performed. The dealership informed Plaintiff the vehicle was consuming engine oil, that the amount of oil being consumed was "in spec" and thus no warranty repairs would be offered to Plaintiff. The dealership also informed Plaintiff that Ford had not issued any technical service bulletins related to the issue.

172. Despite the oil consumption concerns presented to the dealership, Plaintiff's vehicle continues to exhibit excessive oil consumption. As a result, Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

173. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

174. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

175. At all times relevant herein, Plaintiff operated and used his 2018 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

176. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

177. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

5. Gordon McCardy (National Class and Michigan Sub-Class)

178. Plaintiff Gordon McCardy is a citizen and resident of the State of Michigan who resides in Macomb County.

179. Plaintiff McCardy owns a 2020 Ford F-150 for personal, family, and/or household use that he purchased new from Moore Motor Sales, an authorized Ford dealership, in Caro, Michigan on or about February 19, 2020. The VIN of his Class vehicle is: 1FTFW1E51LFB07739.

180. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's TV commercials. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner's Manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

181. Plaintiff did not know and was never informed by Ford prior to purchasing his Class Vehicle that it had an Oil Consumption Defect.

182. On or about June 15, 2020, Plaintiff checked his oil when his vehicle had approximately 2,500 miles on the odometer. Plaintiff was required to add 1.25 quarts of oil.

183. On or about September 20, 2020, Plaintiff checked his oil with approximately 4,500 miles on the odometer and was required to add 1.25 quarts of oil.

184. On or about October 12, 2020, with approximately 4,830 miles on the odometer, Plaintiff brought his vehicle to Suburban Ford with concerns that his vehicle was consuming oil. The repair order prepared by the Ford dealership during this visit verified Plaintiff's concern. The technician preformed TSB 19-2365.

185. On or about December 30, 2020, with approximately 7,698 miles on the odometer, Plaintiff brought his vehicle to Suburban Ford due to continuing problems with oil consumption. The technician reported the following: "Begin Oil Consumption Test."

186. On or about January 19, 2021, with approximately 8,379 miles on the odometer, Plaintiff brought his vehicle to Suburban Ford for oil consumption concerns. The technician reported, "Oil is at top of Cross Hatch section, not necessary to add oil" and "Not [sic] further work needed at this time." Records also indicate that the PCM was recalibrated to reduce engine vacuum and the factory-installed dipstick was replaced.

187. Because Plaintiff's vehicle was in for service for approximately seven (7) days with no notable repair attempted, Plaintiff wrote to Ford corporate and asked for an explanation. Plaintiff received a written response from a Ford representative which stated that his vehicle's oil consumption is considered normal and that his vehicle testing indicated consumption of less than 1 quart per 3,000 miles. He was

also advised to “keep all paperwork and receipts . . . if in the future this does become a recall[.]”

188. On or about March 11, 2021, with approximately 9,767 miles on the odometer, Plaintiff brought his vehicle to Suburban Ford for an oil change and due to continuing problems with oil consumption. The reading on the dipstick was low and the dealership advised that it was normal and he should not be concerned.

189. Despite the oil consumption concerns presented to the dealership, Plaintiff’s vehicle continues to exhibit excessive oil consumption. As a result, Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

190. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford’s inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

191. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

192. At all times relevant herein, Plaintiff operated and used his 2020 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but

can no longer do so given the recurring problems caused by the Oil Consumption Defect.

193. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

194. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

6. Jason Pierce (National Class and Florida Sub-Class)

195. Plaintiff Jason Pierce is a citizen and resident of the State of Florida who resides in Clay County.

196. Plaintiff Pierce purchased a new 2018 F- 150 for personal, family, and/or household use that he purchased new from Duval Ford, an authorized Ford dealership, in Jacksonville, Florida on or about February 2018. The VIN for that vehicle is: 1FTEW1E53JFB51475.

197. This F-150 experienced transmission problems so significant that Ford Motor Company offered a "buy back" – for which Mr. Pierce was credited the

purchase price with a reduction of \$9,000 if he used the value of the returned truck toward the purchase of a new F-150.

198. Thus, Plaintiff Pierce purchased a second new 2018 F- 150 for personal, family, and/or household use from Duval Ford, an authorized Ford dealership, in Jacksonville, Florida on or about December 2018/January 2019. The VIN of that Class vehicle is: 1FTEW1E54JKF86254.

199. At or around 30,000 miles, Plaintiff noticed the oil was consistently low. After changing the oil, the engine light came on and the oil was noted as very low and not registering on the dipstick. On or about September 2019, Plaintiff brought the truck to the dealership who verified the complaint with an oil consumption test finding the engine was consuming 3.5 quarts of oil in 1,000 miles. The dealership replaced the engine.

200. Plaintiff had his vehicle's oil changed at the dealership. approximately every 5,000 miles. Plaintiff continued to have oil consumption problems and advised the dealership. He was told that at the time of the engine replacement, not all parts were provided. After complaining about the ongoing oil consumption, he was contacted by the dealership that they received the additional parts which included an updated dipstick.

201. Unfortunately, Plaintiff continued to have oil consumption problems and advised the dealership.

202. In September 2020, frustrated with the ongoing oil consumption problems, Plaintiff traded his F-150 at a reduced value to Beck Chrysler Dodge Jeep in Palatka, Florida for a Dodge Ram. The Class Vehicle had 62,200 miles at trade-in.

203. Prior to purchasing his first 2018 F-150, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising and TV commercials, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner's Manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

204. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicle and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

205. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that

was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

206. At all times relevant herein, Plaintiff operated and used his vehicle in a reasonably foreseeable manner and as the vehicle was intended to be used, until he determined that the recurring problems caused by the Oil Consumption Defect were too difficult and unpredictable to manage.

207. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

208. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

7. James Rittmanic (National Class and Illinois Sub-Class)

209. Plaintiff James Rittmanic is a citizen and resident of the State of Illinois who resides in Kendall County.

210. Plaintiff Rittmanic owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased new from River View, an authorized Ford

dealership, in Oswego, Illinois on or about April 26, 2019. The VIN of his Class vehicle is: 1FTEX1C51JFD81418.

211. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's TV commercials, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

212. Plaintiff did not know and was never informed by Ford prior to purchasing his Class Vehicle that it had an Oil Consumption Defect.

213. On or about March 20, 2021 with approximately 19,062 miles on the odometer, Mr. Rittmanic brought his vehicle to Packey Webb Ford for a check engine light. The technician verified concern by checking the engine oil level and found oil to be low. The technician reported, "Drained oil and filter into container found oil to be 2.5 Quarts low on oil. TSB 19-2365 applies to the concern. Replaced oil level indicator. Reprogrammed PCM to latest calibration."

214. Despite the oil consumption concerns presented to the dealership, Plaintiff's vehicle continues to exhibit excessive oil consumption. As a result,

Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

215. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

216. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

217. At all times relevant herein, Plaintiff operated and used his 2018 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

218. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

219. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

8. Richard Shawley and Michelle Shawley (National Class and Pennsylvania Sub-Class)

220. Plaintiffs Richard and Michelle Shawley (hereafter “Shawleys”) are citizens and residents of the State of Pennsylvania who reside in Somerset County.

221. The Shawleys own a 2018 Ford F-150 for personal, family, and/or household use that was purchased new from Laurel Ford, an authorized Ford dealership, in Windber, Pennsylvania on or about October 21, 2018. The VIN of their Class vehicle is: 1FTEW1E52JFE61052.

222. Prior to purchasing their Class Vehicle, Plaintiffs viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford’s brochures and direct mailers. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner’s Manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford’s website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

223. On or about April 25, 2019, with approximately 3,326 miles on the odometer, the Shawleys brought their vehicle to B.J. Maurer Motor Company with

concerns their vehicle was consuming excessive amounts of oil because they were required to add oil to the vehicle. The technician reported the following, “Customer states added oil Checked for leaks, none found, added dye.”

224. On or about May 7, 2019, with approximately 3,474 miles on the odometer, the Shawleys brought their vehicle back to B.J. Maurer Motor with concerns that the engine was consuming too much oil. The technician reported the following, “Replaced PCV valve and replaced ouil [sic] drain plug, marked stick, and oil filter.”

225. On or about August 1, 2019, with approximately 5,873 miles on the odometer, the Shawleys brought their vehicle to B.J. Maurer Motor with concerns about oil consumption and for the oil consumption test.

226. On or about February 13, 2020, with approximately 10,311 miles on the odometer, the Shawleys brought their vehicle to B.J. Maurer Motor with concerns their vehicle was consuming too much oil. The technician reported the following, “19-2365 TBS for oil consumption and reprogram preformed TSB 19-2365, changed oil and filter replaced dipstick, reprogramed.” Plaintiff Richard Shawley believes that this new dipstick inaccurately reads low oil levels as “normal.”

227. Despite Ford’s attempted repairs, the Shawleys’ vehicle continues to exhibit excessive oil consumption and engine ticking. As a result, Plaintiffs continue

to absorb the expense and inconvenience of having to monitor the engine oil levels closely and add additional oil more frequently than expected.

228. Plaintiffs did not know and were never informed by Ford prior to purchasing their Class Vehicle that it had an Oil Consumption Defect.

229. Had Plaintiffs known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

230. When Plaintiffs purchased their Class Vehicle, they reasonably relied on the reasonable expectation that their Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

231. At all times relevant herein, Plaintiffs operated their 2018 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

232. Plaintiffs have suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

233. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiffs of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

9. Thermon Stacy (National Class and West Virginia Sub-Class)

234. Plaintiff Thermon Stacy is a citizen and resident of the State of Kentucky who resides in Pike County.

235. Plaintiff Thermon owns a 2020 Ford F-150 for personal, family, and/or household use that he purchased new from Yes Ford, an authorized Ford dealership, in Huntington, West Virginia on or about September 16, 2020. The VIN of his Class vehicle is: 1FTFX1E55LFC80810.

236. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's TV commercials, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

237. Plaintiff did not know and was never informed by Ford prior to purchasing his Class Vehicle that it had an Oil Consumption Defect.

238. In or about October 2020 with approximately 600 miles on the odometer, Mr. Stacy noticed his vehicle was consuming oil.

239. On or about December 1, 2020 with approximately 5,783 miles on the odometer, Plaintiff Stacy delivered his vehicle to Yes Ford of Huntington with concerns of excessive oil consumption. The dealership performed an oil change and stated the oil consumption was normal.

240. On or about January 27, 2021 with approximately 10,244 miles on the odometer, Plaintiff Stacy delivered his vehicle to Yes Ford of Huntington again with concerns of excessive oil consumption. The dealership performed an oil change and stated again that the oil consumption was normal.

241. Despite the oil consumption concerns presented to the dealership, Plaintiff's vehicle continues to exhibit oil consumption and engine ticking. As a result, Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and add oil more frequently than expected.

242. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

243. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that

was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

244. At all times relevant herein, Plaintiff operated and used his 2020 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

245. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

246. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

10. Ronnie Swindell (National Class and Florida Sub-Class)

247. Plaintiff Ronnie Swindell is a citizen and resident of the State of Georgia who resides in McIntosh County.

248. Plaintiff owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased Certified Pre-Owned (CPO) from Bozard Ford Lincoln, an authorized Ford dealership, in St. Augustine, Florida on or about January

15, 2019. The vehicle was shipped to Georgia from Florida by the dealership. The VIN of his Class vehicle is: 1FTEW1C55JFC80028. At the time of purchase, the mileage of Plaintiff's Class Vehicle was approximately 26,130.

249. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising and TV commercials, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner's Manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

250. Approximately two (2) weeks after his purchase, Plaintiff checked his oil and noticed the dipstick was showing no oil. Plaintiff added oil to his recently purchased Certified Pre-Owned vehicle and shortly thereafter delivered it to the dealership for the oil consumption test.

251. On or about April 5, 2019, with approximately 28,738 miles on the odometer, Plaintiff brought his vehicle to Bozard Ford Lincoln for losing a quart or more oil per 1000 miles. The repair order prepared by the Ford dealership during this visit verified Plaintiff's concern. The technician reported the following: "Found

oil level to be low. Found TSB 19-2058. Change PCV value. Replace oil and filter. Set fluid levels on dipstick.”

252. On or about May 3, 2019, with approximately 30,866 miles on the odometer, Plaintiff brought his vehicle back to Bozard Ford Lincoln for oil consumption test results and concerns of the engine ticking. The technician reported the following: “Found oil level to be a quart and a half low on oil. Vehicle went 1000 miles since PCV replacement.” After the technician verified the concern, Plaintiff’s vehicle received a long block replacement.

253. Despite Ford’s attempted repairs, Plaintiff’s vehicle continues to exhibit oil consumption and engine ticking. As a result, Plaintiff continues to absorb the cost and inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

254. Plaintiff did not know and was never informed by Ford prior to purchasing his Class Vehicle that it had an Oil Consumption Defect.

255. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford’s inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

256. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that

was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects. He also relied on the warranties presented in the CPO document, which explained a 172-point vehicle inspection process for certification and review of the engine parts and systems that remain under warranty. These included the key parts of the oil distribution system.

257. At all times relevant herein, Plaintiff operated and used his 2018 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

258. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

259. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

11. Timothy Thuring (National Class and Ohio Sub-Class)

260. Plaintiff Timothy Thuring is a citizen and resident of the State of Ohio who resides in Williams County.

261. Plaintiff Thuring owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased used from Derrow Shirkey Ford Lincoln, an authorized Ford dealership, in Montpelier, Ohio in or about November 2019. The VIN of his Class vehicle is: 1FTEW1E53JFD35847. At the time of purchase, his Class Vehicle had approximately 29,000 miles on the odometer and came with the remainder of Ford's factory warranties.

262. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising, spoke with Ford sales representatives concerning the vehicle's features, and test drove the Class Vehicle. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner's Manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

263. Within the first few months of purchase, Plaintiff had his engine oil changed in advance of a planned 1,000 mile trip to Wisconsin. During the trip, Plaintiff checked the engine oil and the dipstick read that the Class Vehicle was approximately two quarts low.

264. Upon returning home, Plaintiff took his Class Vehicle back to Derrow Shirkey Ford Lincoln, and the service manager informed him that it was possible the dealership employees did not fill the oil up during the oil change. The dealership filled his Class Vehicle with engine oil.

265. Plaintiff monitored the oil levels of his Class Vehicle thereafter and observed that by the time the next oil change was due, his Class Vehicle was approximately 1.5 quarts low on oil.

266. The dealership performed an oil leak test and instructed Plaintiff to drive for 1,000 miles after placing a dye in the engine oil. The dealership informed Plaintiff that it did not find a leak in his engine.

267. Upon further inquiry by Plaintiff regarding the abnormal engine oil consumption, the dealership informed Plaintiff that consuming a quart per 1,000 miles was considered normal. The dealership also informed Plaintiff that it had received a “memo” from Ford that said to add an extra quart of oil at every oil change and to fill the oil level above the max fill mark on the dipstick.

268. Despite Ford’s attempted diagnostics and repairs, Plaintiff’s vehicle continues to exhibit oil consumption at an excessive rate. As a result, Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

269. Had Plaintiff known or otherwise been made aware of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

270. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

271. At all times relevant herein, Plaintiff operated and used his 2018 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used, but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

272. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

273. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

12. Judson Wessbecher (National Class and Illinois Sub-Class)

274. Plaintiff Judson Wessbecher is a citizen and resident of the State of Illinois who resides in Logan County.

275. Plaintiff Wessbecher owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased new from Anderson Ford of Clinton, an authorized Ford dealership, in Clinton, Illinois on or about December 23, 2019. The VIN of his Class vehicle is: 1FTMF1E52KKF11419.

276. Plaintiff did not know and was never informed by Ford prior to purchasing his Class Vehicle that it has an Oil Consumption Defect.

277. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's TV commercials, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

278. On or about July 9, 2020 with approximately 5,399 miles on the odometer, Plaintiff brought his vehicle to Anderson Ford of Clinton with concerns that his vehicle is using oil. The technician reported the following, "referred to TSB

19-2365 customer declined to have TSB 19-2365 performed. Marked dip stick filled with 8.8 quarts of oil. Programmed PCM at customer request. did not replace engine oil level indicator due to customer declining.”

279. On or about April 23, 2021, with approximately 11,362 miles on the odometer, Plaintiff brought his vehicle to Jim Xamis Ford Lincoln with concerns of excessive oil consumption. The technician reported they performed TSB 19-2338. In addition, the dealership replaced Plaintiff’s factory-installed dipstick with an updated dipstick.

280. Despite Ford’s attempted repairs, Plaintiff’s vehicle continues to exhibit excessive oil consumption. As a result, Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and add additional oil more frequently than expected.

281. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford’s inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

282. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

283. At all times relevant herein, Plaintiff operated and used his 2019 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

284. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

285. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

13. John Wiley (National Class and Florida Sub-Class)

286. Plaintiff John Wiley is a citizen and resident of the State of Florida who resides in Santa Rosa County.

287. Plaintiff Wiley owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased new from World Ford, an authorized Ford dealership, in Pensacola, Florida on or about December 21, 2018. The VIN of his Class vehicle is: 1FTEW1E55KFA53131.

288. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising and TV commercials, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in Owner's Manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

289. Plaintiff did not know and was never informed by Ford prior to purchasing his Class Vehicle that it had an Oil Consumption Defect.

290. At approximately 2,500 miles on the odometer, Plaintiff brought his vehicle to World Ford after he noticed his engine oil was low. The dealership added approximately a quart of oil and advised Plaintiff that the oil consumption was normal.

291. On or about September 24, 2019, after unsuccessful attempts to get a resolution from his local Ford dealership, Plaintiff contacted Ford consumer affairs department to open a case number. His case number is CASE242348936. Ford requested that Mr. Wiley have an oil consumption test completed on his vehicle

which required him to bring his vehicle to the dealership approximately every two (2) weeks. The dealership was approximately a 30-minute trip one way for Plaintiff.

292. On or about October 15, 2019 with approximately 12,210 miles on the odometer, Plaintiff brought his vehicle to World Ford with concerns that his vehicle was consuming excessive oil. The technician began the oil consumption test and instructed Plaintiff to continue to return to the dealership to have the engine oil level checked.

293. On or about November 7, 2019, with approximately 12,973 miles on the odometer, Plaintiff returned his vehicle to World Ford.

294. On or about January 23, 2020, with approximately 15,628 miles on the odometer, Plaintiff brought his vehicle back to Word Ford with concerns that his engine oil is low. The technician verified Mr. Wiley's concern and reported the following, "Foudn [sic] TSB 19-2365 concerning oil consumption issue." The technician replaced the dipstick, changed the oil and filter, and reprogrammed the PCM as indicated in TSB 19-2365.

295. Despite the oil consumption concerns presented to the dealership, Plaintiff's vehicle continues to exhibit excessive oil consumption. As a result, Plaintiff continues to absorb the expense and inconvenience of having to monitor his engine oil levels closely and to add additional oil more frequently than expected.

296. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

297. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or that Ford could, and would, properly repair and eradicate any such defects.

298. At all times relevant herein, Plaintiff operated and used his 2019 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

299. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

300. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

CLASS ALLEGATIONS

301. Despite Ford's knowledge of the Oil Consumption Defect, it has failed to notify customers of the nature and extent of the problems with Class Vehicles or provide any adequate remedy. Ford has continued to sell Class Vehicles with the Oil Consumption Defect through its authorized dealers all over the United States. Thus, owners of the Class Vehicles face more significant maintenance efforts, higher maintenance and repair costs, and safety risks associated with this defect. Plaintiffs allege that they, and persons similarly situated, would not have purchased the Class Vehicles, or would have paid less for them, had they known about the Oil Consumption Defect.

302. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of themselves and the following proposed classes:

Nationwide Class:

All persons in the United States who purchased or leased a Class Vehicle.

State Sub-Classes:

All members of the Nationwide Class who are residents of the states of California, Florida, Illinois, Michigan, New Jersey, New York, Ohio, Pennsylvania, Texas, and West Virginia and purchased or leased their Class Vehicle in one of the aforementioned states shall be a member of a state Sub-Class.

303. Excluded from the Class and state Sub-Classes ("Classes") are Ford, its employees, officers, directors, legal representatives, heirs, successors, wholly- or

partly-owned, and its subsidiaries and affiliates; Ford dealers; proposed Class counsel and their employees; the judicial officers and associated court staff assigned to this case and their immediate family members; all persons who make a timely election to be excluded from the Classes; governmental entities; and the judge to whom this case is assigned and his/her immediate family.

304. This action has been brought and may be properly maintained on behalf of the Classes proposed herein under Federal Rule of Civil Procedure 23.

305. Numerosity. Federal Rule of Civil Procedure 23(a)(1): The members of the Classes are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Class Vehicles may be identified during the pendency of this action and all owners and lessors notified by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice. The Class members may be easily derived from Ford's sales records.

306. Commonality and Predominance. Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3): This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

- a. Whether Ford engaged in the conduct alleged herein;

- b. Whether Ford designed, advertised, marketed, distributed, leased, sold, or otherwise placed the Class Vehicles into the stream of commerce in the United States;
- c. Whether the Oil Consumption Defect constitutes a safety defect;
- d. Whether Ford knew about, and failed to disclose, the Oil Consumption Defect at the time Plaintiffs and the Class members purchased their Class Vehicles;
- e. Whether Ford manufactured, marketed, and distributed the Class Vehicles knowing that the Oil Consumption Defect could and would occur;
- f. Whether Ford's conduct violates consumer protection statutes, false advertising laws, sales contracts, warranty laws, and other laws as asserted herein;
- g. Whether Ford owed a duty to warn Plaintiffs and Class Members about the Oil Consumption Defect;
- h. Whether Plaintiffs and the other Class members overpaid for their Class Vehicles;
- i. Whether Ford breached the warranty by failing to properly inspect and repair the Oil Consumption Defect;
- j. Whether Plaintiffs and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief; and
- k. Whether Plaintiffs and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.

307. Typicality. Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through Ford's wrongful conduct as described above.

308. Adequacy. Federal Rule of Civil Procedure 23(a)(4): Plaintiffs are adequate Class representatives because their interests do not conflict with the interests of the other members of the Classes they seek to represent; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. The interests of the Class will be fairly and adequately protected by Plaintiffs and their counsel.

309. Declaratory and Injunctive Relief. Federal Rule of Civil Procedure 23(b)(2): Ford has acted or refused to act on grounds generally applicable to Plaintiffs and the other members of the Classes, thereby making appropriate final injunctive relief and declaratory relief with respect to the Classes as a whole.

310. Superiority. Federal Rule of Civil Procedure 23(b)(3): A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Ford, so it would be impracticable for the members of the Classes to individually seek redress for Ford's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the

delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

TOLLING OF STATUTES OF LIMITATION

311. Any applicable statute(s) of limitations has been tolled by Ford's knowing and active concealment and denial of the facts alleged herein. Plaintiffs and members of the Class could not have reasonably discovered the nature of the Oil Consumption Defect until shortly before this class action litigation was commenced.

312. Ford was and remains under a continuing duty to disclose to Plaintiffs and members of the Class the true character, quality, and nature of the Class Vehicles, that this defect is based on poor manufacturing or poor design or a combination of both, and that it will require costly repairs, poses a safety concern, and diminishes the resale value of the Class Vehicles. As a result of the active concealment by Ford, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

CAUSES OF ACTION

COUNT 1

VIOLATIONS OF MAGNUSON-MOSS WARRANTY ACT

15 U.S.C. § 2301, ET SEQ.

**(ON BEHALF OF THE NATIONWIDE CLASS OR ALTERNATIVELY
EACH OF THE STATE SUB-CLASSES)**

313. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

314. The Magnuson-Moss Warranty Act (“MMWA”) provides a private right of action by purchasers of consumer products against retailers who, *inter alia*, fail to comply with the terms of a written or implied warranty. 15 U.S.C. § 2310(d)(1). As alleged herein, Ford has failed to comply with its express warranties and implied warranty of merchantability with regard to the Class Vehicles.

315. The Class Vehicles are “consumer product[s]”, as that term is defined in 15 U.S.C. § 2301(1).

316. Plaintiffs and each member of the Classes defined above are “consumer[s]”, as that term is defined in 15 U.S.C. § 2301(3).

317. Ford is a “supplier” and “warrantor,” as those terms are defined in 15 U.S.C. § 2301(4)-(5).

318. The MMWA provides a cause of action for breach of a written or implied warranty or other violations of the Act. 15 U.S.C. § 2310(d)(1).

319. Ford's warranties are "written warranties" within the meaning of 15 U.S.C. § 2301(6).

320. Ford breached the express warranties by providing a 3 year/36,000 mile New Vehicle Limited Warranty and a 5 year/60,000 mile Powertrain Warranty with the purchase or lease of all Class Vehicles, thereby warranting to repair or replace any part defective in material or workmanship at no cost to the owner or lessee; selling and leasing Class Vehicles with the Oil Consumption Defect, and thus defective in materials and/or workmanship, requiring repair or replacement within the warranty period; and refusing and/or failing to honor the express warranties by effectively repairing or replacing the defective parts free of charge and within a reasonable time.

321. Ford also provided Plaintiffs and the other Class members with an implied warranty of merchantability in connection with the purchase or lease of their Class Vehicles that is an "implied warranty" within the meaning of the MMWA, 15 U.S.C. § 2301(7). As part of the implied warranty of merchantability, Ford warranted that the Class Vehicles were fit for their ordinary purpose as safe passenger motor vehicles, would pass without objection in the trade as manufactured and marketed, and were adequately contained, packaged, and labeled.

322. Ford breached these implied warranties and is therefore liable to Plaintiffs and the Class pursuant to 15 U.S.C. § 2310(d)(1). Without limitation, the

Class Vehicles share common defects in that they suffer from the Oil Consumption Defect and can suddenly fail during normal use and operation. Ford has admitted that the Class Vehicles are defective through its TSBs.

323. Ford was provided notice of the claims raised by Plaintiffs and was afforded a reasonable opportunity to cure. Ford failed to cure in that it has not offered an effective repair to Plaintiffs and consumers for the Oil Consumption Defect. Until Plaintiffs' representative capacity is determined, notice and opportunity to cure through Plaintiffs, and on behalf of the Class, can be provided under 15 U.S.C. § 2310(e).

324. Ford's acts and omissions in violation of the MMWA are "[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce," and they are unlawful. 15 U.S.C. §§ 2310(b), 45(a)(1).

325. Plaintiffs and the members of the Class have suffered, and are entitled to recover, damages as a result of Ford's breach of express and/or implied warranties and violations of the MMWA.

326. Plaintiffs also seek an award of costs and expenses, including attorneys' fees in connection with the commencement and prosecution of this action under 15 U.S.C. § 2310(d)(2). Plaintiffs and the prospective Class intend to seek such an

award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

COUNT 2
BREACH OF EXPRESS WARRANTY
(ON BEHALF OF THE NATIONWIDE CLASS)

327. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

328. Ford provided all purchasers and lessees of the Class Vehicles with the same express warranties described herein, which became part of the basis of the bargain.

329. The parts affected by the Oil Consumption Defect were distributed by Ford in the Class Vehicles and are covered by the warranties Ford provided to all purchasers and lessors of Class Vehicles.

330. Ford breached these warranties by selling and leasing Class Vehicles with the Oil Consumption Defect, requiring repair or replacement within the applicable warranty periods, and refusing to honor the warranties by providing free repairs or replacements during the applicable warranty periods.

331. Plaintiffs notified Ford of the breach within the warranty period. Ford already knew of the Oil Consumption Defect and yet chose to conceal it and failed to comply with its warranty obligations.

332. As a direct and proximate cause of Ford's breach, Plaintiffs and the members of the Class bought or leased Class Vehicles they otherwise would not have, overpaid for their vehicles, did not receive the benefit of their bargain, and their Class Vehicles suffered a diminution in value. Plaintiffs and the Class have also incurred and will continue to incur costs related to the diagnosis and repair of the Oil Consumption Defect.

333. Ford's attempt to disclaim or limit these express warranties is unconscionable and unenforceable under the circumstances here.

334. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

335. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiffs and members of the Class. A gross disparity in bargaining power existed between Ford and the Class Members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale and would fail well before their useful lives.

336. Plaintiffs and the Class have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

COUNT 3
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(ON BEHALF OF THE NATIONWIDE CLASS)

337. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

338. Ford manufactured and distributed Class Vehicles throughout the United States for sale and lease to Plaintiffs and the Class Members.

339. Ford impliedly warranted to Plaintiffs and members of the Class that their Class Vehicles were free of defects and were merchantable and fit for their ordinary purpose for which such goods are used.

340. As alleged herein, Ford breached the implied warranty of merchantability because the Class Vehicles suffer from the Oil Consumption Defect. The Class Vehicles are therefore defective, unmerchantable, and unfit for their ordinary, intended purpose.

341. After Plaintiffs experienced the Oil Consumption Defect and contacted the dealership on multiple occasions without relief, Plaintiffs gave reasonable and adequate notice to Ford that the Class Vehicles were defective, unmerchantable, and unfit for their intended use or purpose.

342. Due to the Oil Consumption Defect, Plaintiffs and the members of the Class are unable to operate their vehicles as intended in a safe condition, substantially free from defects. The Class Vehicles do not provide safe and reliable

transportation, hauling, and towing to Plaintiffs and the members of the Class. As a result, Plaintiffs and members of the Class are unable to rely upon and safely drive their Class Vehicles.

343. Plaintiffs did not receive or otherwise have the opportunity to review, at or before the time of sale or lease, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Sub-Class. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable. As a direct and proximate result of the breach of implied warranty of merchantability, Plaintiffs and members of the Classes have been injured in an amount to be proven at trial.

COUNT 4
UNJUST ENRICHMENT (ON BEHALF OF THE
NATIONWIDE CLASS OR ALTERNATIVELY EACH OF THE STATE
SUB-CLASSES)

344. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

345. This claim is pled in the alternative to Plaintiffs' contract-based claims.

346. Ford knew or should have known that Plaintiffs and the Class paid for the Class Vehicles with the expectation that they would perform as represented and were free from defects.

347. Plaintiffs and the Class conferred substantial benefits on Ford by purchasing the defective Class Vehicles. Ford knowingly and willingly accepted and enjoyed those benefits.

348. Ford's retention of these benefits is inequitable.

349. As a direct and proximate cause of Ford's unjust enrichment, Plaintiffs and the Class are entitled to an accounting, restitution, attorneys' fees, costs, and interest.

COUNT 5
NEGLIGENT MISREPRESENTATION
(ON BEHALF OF THE NATIONWIDE CLASS OR ALTERNATIVELY
EACH OF THE STATE SUB-CLASSES)

350. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

351. Ford had a duty to provide honest and accurate information to its customers so that customers could make informed decisions on the substantial purchase of automobiles.

352. Ford specifically and expressly misrepresented material facts to Plaintiffs and Class members, as discussed above.

353. Ford knew, or in the exercise of reasonable diligence, should have known, that the ordinary and reasonable consumer would be misled by Ford's misleading and deceptive advertisements.

354. Plaintiffs and the Class members justifiably relied on Ford's misrepresentations and have been damaged thereby in an amount to be determined at trial.

COUNT 6
FRAUDULENT CONCEALMENT
(ON BEHALF OF THE NATIONWIDE CLASS OR ALTERNATIVELY
EACH OF THE STATE SUB-CLASSES)

355. Plaintiffs incorporate by reference the allegations of all foregoing paragraphs as if they had been set forth in full herein.

356. At all relevant times, Ford was engaged in the business of designing, manufacturing, distributing, and selling the Class Vehicles.

357. Ford, acting through its representatives or agents, sold and/or leased the Class Vehicles throughout the United States.

358. Ford willfully, falsely, and knowingly omitted various material facts regarding the quality and character of the Class Vehicles, including that they suffered from the Oil Consumption Defect.

359. Rather than inform consumers of the truth regarding the Oil Consumption Defect, Ford concealed material information related to the Oil Consumption Defect.

360. Ford's omissions were material because the Oil Consumption Defect has a substantial impact not simply on the convenience and cost of vehicle maintenance, but also on the reliability and safety of the Class Vehicles over time.

361. Ford omitted this material information to drive up sales and maintain its market power, as consumers would not have purchased the Class Vehicles, or would have paid substantially less for them, had they known the truth.

362. Plaintiffs and the Class members had no way of knowing about the Oil Consumption Defect.

363. Plaintiffs and Class members could not have discovered the above information on their own, because Ford was in the exclusive possession of such information.

364. Although Ford has a duty to ensure the accuracy of information regarding the performance of its Class Vehicles, it did not fulfill these duties.

365. Plaintiffs and Class members sustained injury due to the purchase of Class Vehicles that suffered from the Oil Consumption Defect.

366. Ford's acts were done maliciously, oppressively, deliberately, and with intent to defraud, and in reckless disregard of Plaintiffs and Class members' rights and well-being, and in part to enrich itself at the expense of consumers. Ford's acts were done to gain commercial advantage over competitors, and to drive consumers away from consideration of competitor's vehicles. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

A. Claims on Behalf of the California Sub-Class Represented by Plaintiff Vincent Brady (“California Plaintiff”)

COUNT 7
VIOLATIONS OF THE CALIFORNIA
CONSUMER LEGAL REMEDIES ACT CAL. CIV. CODE § 1750, ET SEQ.

367. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

368. Plaintiff Brady (“California Plaintiff”) brings this cause of action on behalf of himself and on behalf of the members of the California Sub-Class against Ford.¹⁶

369. Ford is a person as that term is defined in California Civil Code § 1761(c).

370. Plaintiff Brady and the Sub-Class Members are “consumers” as that term is defined in California Civil Code §1761(d).

371. Ford engaged in unfair and deceptive acts in violation of the California Consumer Legal Remedies Act (“CLRA”) by the practices described above, and by knowingly and intentionally concealing from Plaintiff and Sub-Class Members that the Class Vehicles suffer from a defect(s) (and the costs, risks, and diminished value of the vehicles as a result of this problem). These acts and practices violate, at a minimum, the following sections of the CLRA:

¹⁶ Plaintiff Brady’s venue affidavit is attached as Exhibit M.

(a)(2) Misrepresenting the source, sponsorship, approval or certification of goods or services;

(a)(5) Representing that goods or services have sponsorships, characteristics, uses, benefits or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation or connection which he or she does not have;

(a)(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and

(a)(9) Advertising goods and services with the intent not to sell them as advertised.

372. Ford's unfair or deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

373. Ford knew that the Class Vehicles were defectively manufactured, would consume excessive amounts of engine oil, and were not suitable for their intended use.

374. Ford was under a duty to Plaintiff and the Sub-Class Members to disclose the defective nature of the Class Vehicles because:

- a. Ford was in a superior position to know the true state of facts about a defect that affects vehicle safety and the vehicle damage and repair costs associated with the Oil Consumption Defect in the Class Vehicles and their engines;

- b. California Plaintiff and the California Sub-Class Members could not reasonably have been expected to learn of or discover that the Class Vehicles and their engine had a dangerous safety defect prior to purchase or even before experiencing a malfunction;
- c. Ford knew that California Plaintiff and the California Sub-Class Members could not reasonably have been expected to learn or discover the Oil Consumption Defect and the associated repair costs that it causes prior to purchase; and
- d. Ford actively concealed the defect and the associated repair costs by asserting to California Plaintiff and the California Sub-Class Members that the levels of engine oil consumption were considered normal, despite knowing the repairs needed to correct the defect.

375. In failing to disclose the Oil Consumption Risk and the associated safety risks and repair costs that result from it, Ford has knowingly and intentionally concealed material facts and breached its duty to disclose.

376. The facts concealed or not disclosed by Ford to California Plaintiff and the California Sub-Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease

Ford's Class Vehicles or pay a lower price. Had California Plaintiff and the California Sub-Class Members known about the defective nature of the Class Vehicles and their engines, they would not have purchased or leased the Class Vehicles or would have paid less for them.

377. California Plaintiff provided Ford with notice of its violations of the CLRA pursuant to Cal. Civ. Code § 1782(a) on December 30, 2020.

378. California Plaintiff's and the other California Sub-Class Members' injuries were proximately caused by Ford's fraudulent and deceptive business practices.

379. Therefore, California Plaintiff and the California Sub-Class Members seek all relief available under the CLRA, including monetary, compensatory, and punitive damages, as well as injunctive relief.

COUNT 8
VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW
CAL. BUS. & PROF. CODE § 17200

380. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

381. California Plaintiff brings this cause of action on behalf of himself and on behalf of the members of the California Sub-Class against Ford.

382. The California Unfair Competition Law ("UCL") prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or

practice” and “unfair, deceptive, untrue or misleading advertising.” Cal. Bus. & Prof. Code § 17200.

383. Ford has engaged in unfair competition and unfair, unlawful or fraudulent business practices by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiff and the California Sub-Class Members of the Class Vehicles’ defect and of the costs, safety risks, and diminished value of the vehicles as a result of the defect. Ford should have disclosed this information because it was in a superior position to know the true facts related to the Oil Consumption Defect, and California Plaintiff and California Sub-Class Members could not reasonably be expected to learn or discover the true facts related to the defect.

384. The Oil Consumption Defect constitutes a safety issue because it can cause the Class Vehicles to run out of engine oil and fail, and as such, Ford had a duty to disclose the safety issue to consumers.

385. These acts and practices have deceived California Plaintiff and the California Sub-Class Members and are likely to deceive the public. In failing to disclose the defect and suppressing other material facts from California Plaintiff and the California Sub-Class Members, Ford breached its duties to disclose these facts, violated the UCL, and caused injuries to California Plaintiff and the California Sub-Class Members. The omissions and acts of concealment by Ford pertained to

information that was material to California Plaintiff and the California Sub-Class Members, as it would have been to all reasonable consumers.

386. The injuries suffered by California Plaintiff and the California Sub-Class Members are not greatly outweighed by any potential countervailing benefit to consumers or to competition, nor are they injuries that California Plaintiff and the California Sub-Class Members should have reasonably avoided.

387. Ford's acts and practices are unlawful because they violate California Civil Code §§ 1668, 1709, 1710, and 1750, et seq., and California Commercial Code § 2313.

388. California Plaintiff and the California Sub-Class Members seek to enjoin further unlawful, unfair and/or fraudulent acts or practices by Ford, to obtain restitutionary disgorgement of all monies and revenues generated as a result of such practices, and to obtain all other relief allowed under California Business & Professions Code § 17200.

COUNT 9
VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW
CAL. BUS. & PROF. CODE § 17500, ET SEQ.

389. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

390. California Plaintiff brings this cause of action on behalf of himself and on behalf of the members of the California Sub-Class against Ford.

391. California Business & Professions Code § 17500 states: “It is unlawful for any . . . corporation . . . with intent directly or indirectly to dispose of real or personal property . . . to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper or other publication, or any advertising device, . . . or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.”

392. Ford caused to be made or disseminated through California and the United States, through advertising, marketing, and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Ford, to be untrue and misleading to consumers, including California Plaintiff and the other California Sub-Class Members.

393. Ford has violated section 17500 because the misrepresentations and omissions regarding the durability, reliability, efficiency, functionality, and safety of their Class Vehicles as set forth in this Complaint were material and likely to deceive a reasonable consumer.

394. California Plaintiff and the other California Sub-Class Members have suffered an injury in fact, including the loss of money or property, as a result of

Ford's unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Class Vehicles, California Plaintiff and the other California Sub-Class Members relied on the misrepresentations and/or omissions of Ford with respect to the durability, reliability, efficiency, functionality, and safety of the Class Vehicles. Ford's representations were untrue because the Class Vehicles suffer from the Oil Consumption Defect. Had California Plaintiff and the other California Sub-Class Members known this, they would not have purchased or leased their Class Vehicles and/or paid as much for them. Accordingly, California Plaintiff and the other California Sub-Class Members overpaid for their Class Vehicles and did not receive the benefit of their bargain.

395. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the state of California and nationwide.

396. California Plaintiff, individually and on behalf of the other California Sub-Class Members, request that this Court enter such orders or judgments as may be necessary to enjoin Ford from continuing its unfair, unlawful, and/or deceptive practices and to restore to California Plaintiff and the other California Sub-Class Members any money Ford acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

COUNT 10
VIOLATIONS OF THE SONG-BEVERLY ACT (EXPRESS WARRANTY)
CAL. CIV. CODE §§ 1792, 1791.1, ET SEQ.

397. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

398. California Plaintiff brings this cause of action on behalf of himself and on behalf of the members of the California Sub-Class against Ford.

399. At all relevant times hereto, Ford was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Ford knew or should have known of the specific use for which the Class Vehicles were purchased.

400. Ford made express warranties to California Plaintiff and the other California Sub-Class Members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, as described above.

401. Ford breached these warranties by selling and leasing Class Vehicles with the Oil Consumption Defect, requiring repair or replacement within the applicable warranty periods, and refusing to honor the warranties by providing free repairs or replacements during the applicable warranty periods.

402. Ford did not promptly replace or buy back the vehicles of Plaintiff and California Sub-Class Members.

403. As a direct and proximate result of Ford's breach of its express warranties, California Plaintiff and the other California Sub-Class Members received

goods whose condition substantially impairs their value to California Plaintiff and the other California Sub-Class Members. California Plaintiff and the other California Sub-Class Members have been damaged as a result of, *inter alia*, the diminished value of the Class Vehicles, the Class Vehicles' malfunctioning, and actual and potential increased maintenance and repair or replacement costs.

404. Pursuant to Cal. Civ. Code §§ 1793.2 and 1794, California Plaintiff and the other California Sub-Class Members are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Class Vehicles, or the overpayment or diminution in value of their Class Vehicles.

405. Pursuant to Cal. Civ. Code § 1794, California Plaintiff and the other California Sub-Class Members are entitled to costs and attorneys' fees.

COUNT 11
VIOLATIONS OF THE SONG-BEVERLY ACT (IMPLIED WARRANTY)
CAL. CIV. CODE §§ 1792, 1791.1, ET SEQ.

406. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

407. California Plaintiff brings this cause of action on behalf of himself and on behalf of the members of the California Sub-Class against Ford.

408. At all relevant times hereto, Ford was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Ford knew or should have known of the specific use for which the Class Vehicles were purchased.

409. Ford provided California Plaintiff and the California Sub-Class members with an implied warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary purposes for which they were sold. The Class Vehicles, however, are not fit for their ordinary purpose because, *inter alia*, the Class Vehicles suffered from the Oil Consumption Defect at the time of sale that causes the Class Vehicles to consume excessive amounts of engine oil.

410. The Class Vehicles are not fit for the purpose of providing reliable and safe transportation because of the defect.

411. Ford impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, *inter alia*, the following: (i) a warranty that the Class Vehicles and their engines were manufactured, supplied, distributed, and/or sold by Ford were reliable and safe for providing transportation as well as carrying, hauling, and towing heavy loads and would not prematurely and catastrophically fail; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use – providing reliable and safe transportation – while the Class Vehicles were being operated.

412. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose. Instead, the Class Vehicles are defective, including, but not limited to, the Oil Consumption Defect.

413. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code §§ 1792 and 1791.1.

COUNT 12
BREACH OF EXPRESS WARRANTY
CAL. COM. CODE §§ 2313, 10210

414. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

415. California Plaintiff brings this cause of action on his own behalf and on behalf of the members of the California Sub-Class.

416. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and a "seller" of motor vehicles under § 2103(1)(d).

417. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Cal. Com. Code § 10103(a)(16).

418. The Class Vehicles are and were at all relevant times "goods" within the meaning of Cal. Com. Code §§ 2105(1) and 10103(a)(8).

419. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty ("the Warranty") containing several express warranties described herein, which became a material part of the bargain.

420. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

421. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

422. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

423. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to California Plaintiffs and the California Sub-Class Members.

424. Plaintiffs relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

425. Under the express Warranties, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by California Plaintiffs and the California Sub-Class Members.

426. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the F-150 engines are adequate under the terms of the Warranties, as they did not cure the defect.

427. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed California Sub-Class Members that there was no problem with their Class Vehicles, performed ineffective procedures or harmful oil servicing, replaced defective components with equally defective components, and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

428. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

429. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances

here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

430. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect California Plaintiffs and the California Sub-Class Members. Among other things, California Plaintiffs and the California Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

431. California Plaintiff and the California Sub-Class Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

432. California Plaintiff and the California Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal and external sources.

433. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

434. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

435. As a direct and proximate cause of Ford's breach, California Plaintiffs and the California Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of the value of their Class Vehicles. Additionally, California Plaintiffs and the California Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

436. California Plaintiffs and the California Sub-Class Members have been damaged in an amount to be determined at trial. Plaintiffs and the other Class Members are entitled to legal and equitable relief against Ford, including actual damages, consequential damages, specific performance, attorneys' fees, costs of suit, and other relief as appropriate.

B. Claims on Behalf of the Florida Sub-Class Represented by Plaintiffs Jason Pierce, Ronnie Swindell, and John Wiley (“Florida Plaintiffs”)

COUNT 13
VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
F.S.A. §§ 501.201, ET SEQ.

437. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

438. Plaintiffs Jason Pierce, Ronnie Swindell, and John Wiley (“Florida Plaintiffs”) bring this cause of action on their own behalf and on behalf of the members of the Florida Sub-Class.

439. Ford’s business acts and practices alleged herein constitute unfair, unconscionable, and/or deceptive methods, acts, or practices under the Florida Deceptive and Unfair Trade Practices Act, § 501.201, *et seq.*, Florida Statutes (“FDUTPA”).

440. At all relevant times, Florida Plaintiffs and the Florida Sub-Class Members were “consumers” within the meaning of the FDUTPA. F.S.A. § 501.203(7).

441. Ford’s conduct, as set forth herein, occurred in the conduct of “trade or commerce” within the meaning of the FDUTPA. F.S.A. § 501.203(8).

442. The practices of Ford, described above, violate the FDUTPA for, *inter alia*, one or more of the following reasons:

- a. Ford represented that goods or services have sponsorship, approval, characteristics, uses, and benefits that they do not have;
- b. Ford provided, disseminated, marketed, and otherwise distributed uniform false and misleading advertisements, technical data, and other information to consumers regarding the performance, reliability, quality, and nature of the Ford F-150 trucks;
- c. Ford represented that goods or services were of a particular standard, quality, or grade, when they were of another;
- d. Ford engaged in unconscionable commercial practices in failing to reveal material facts and information about the Ford F-150 trucks, which did, or tended to, mislead Florida Plaintiffs and the Florida Sub-Class Members about facts that could not reasonably be known by the consumer;
- e. Ford failed to reveal facts that were material to the transactions in light of representations of fact made in a positive manner;
- f. Ford caused Florida Plaintiffs and the Florida Sub-Class Members to suffer a probability of confusion and a misunderstanding of legal rights, obligations, and/or remedies by and through its conduct;
- g. Ford failed to reveal material facts to Florida Plaintiffs and the Florida Sub-Class with the intent that Florida Plaintiffs and the Florida Sub-Class Members rely upon the omission;
- h. Ford made material representations and statements of fact to Florida Plaintiffs and the Florida Sub-Class Members that resulted in Florida Plaintiffs and the Florida Sub-Class Members reasonably believing the represented or suggested state of affairs to be other than what they actually were;

443. Ford intended that Florida Plaintiffs and the Florida Sub-Class Members rely on their misrepresentations and omissions, so that Florida Plaintiffs and the Florida Sub-Class Members would purchase Ford F-150 trucks.

444. Ford's actions impact the public interest because Florida Plaintiffs and the Florida Sub-Class Members were injured in exactly the same way as thousands of others purchasing and/or leasing the vehicles with Ford F-150 trucks as a result of and pursuant to Ford's generalized course of deception.

445. Had Florida Plaintiffs and the Florida Sub-Class Members known of the defective nature of the Ford F-150 trucks, they would not have purchased or leased Ford F-150 trucks or would have paid less for them.

446. The foregoing acts, omissions and practices proximately caused Florida Plaintiffs and the Florida Sub-Class Members to suffer actual damages in the form of, *inter alia*, overpaying for the vehicles, as well as diminution in value of their Ford F-150 trucks, and they are entitled to recover such damages, together with all other appropriate damages, attorneys' fees, and costs of suit.

COUNT 14
BREACH OF EXPRESS WARRANTY
F.S.A. §§ 672.313, 680.21

447. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

448. Florida Plaintiffs bring this cause of action on his own behalf and on behalf of the members of the Florida Sub-Class.

449. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under F.S.A. §§ 672.104(1) and 680.1031(3)(k), and a “seller” of motor vehicles under § 672.103(1)(d).

450. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under F.S.A. § 680.1031(1)(p).

451. The Class Vehicles are and were at all relevant times “goods” within the meaning of F.S.A. §§ 672.105(1) and 680.1031(1)(h).

452. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty (“the Warranty”) containing several express warranties described herein, which became a material part of the bargain.

453. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

454. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain

(gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

455. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

456. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Florida Plaintiffs and the Florida Sub-Class Members.

457. Florida Plaintiffs and the Florida Sub-Class Members relied on Ford’s express warranty, which was a material part of the bargain, when purchasing or leasing their Class Vehicles.

458. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by Florida Plaintiffs and the Florida Sub-Class Members.

459. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranty, as they did not cure the defect.

460. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford: falsely

informed Florida Sub-Class Members that there was no problem with their Class Vehicles; performed ineffective or harmful oil servicing; replaced defective components with equally defective components; and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

461. Ford and its agent dealers have failed and refused to conform the Ford F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

462. Moreover, Ford's attempt to disclaim or limit the express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

463. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Florida Plaintiffs and the Florida Sub-Class Members. Among other things, Florida Plaintiffs and the Florida Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

464. Florida Plaintiffs and the Florida Sub-Class Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

465. Florida Plaintiffs and the Florida Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Florida Plaintiffs and the Florida Sub-Class Members, from repairs and/or replacements of the Ford F-150 engines or components thereof, and through other internal and external sources.

466. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

467. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

468. As a direct and proximate cause of Ford's breach, Florida Plaintiffs and the Florida Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Florida Plaintiffs and the Florida Sub-Class

Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

469. As a direct and proximate result of Ford's breach of express warranties, Florida Plaintiffs and the Florida Sub-Class Members have been damaged in an amount to be determined at trial.

COUNT 15
BREACH OF IMPLIED WARRANTY
F.S.A. § § 672.314, 680.212

470. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

471. Florida Plaintiffs bring this cause of action on his own behalf and on behalf of the members of the Florida Sub-Class.

472. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under F.S.A. §§ 672.104(1) and 680.1031(3)(k), and a "seller" of motor vehicles under § 672.103(1)(d).

473. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under F.S.A. § 680.1031(1)(p).

474. The Class Vehicles are and were at all relevant times "goods" within the meaning of F.S.A. §§ 672.105(1) and 680.1031(1)(h).

475. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under F.S.A. §§ 672.314 and 680.212.

476. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Ford F-150 trucks to customers through authorized dealers, like those from whom Florida Plaintiffs and the Florida Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Florida Plaintiffs and the Florida Sub-Class Members, with no modification to the defective engines.

477. Ford provided Florida Plaintiffs and Florida Sub-Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

478. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

479. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Florida Plaintiffs and Florida Sub-Class Members with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with the existence of the Oil Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

480. As a result of Ford's breach of the applicable implied warranties, Florida Plaintiffs and the Florida Sub-Class Members of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, Florida Plaintiffs and the Florida Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

481. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of F.S.A. §§ 672.314 and 680.212.

482. Florida Plaintiffs and the Florida Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

483. Florida Plaintiffs and the Florida Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal sources.

484. As a direct and proximate cause of Ford's breach, Florida Plaintiffs and the Florida Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Florida Plaintiffs and the Florida Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

485. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Florida Plaintiffs and the Florida Sub-Class Members have been damaged in an amount to be proven at trial.

C. Claims on Behalf of the Illinois Sub-Class Represented by James Rittmanic and Judson Wessbecher (“Illinois Plaintiffs”)

COUNT 16
VIOLATIONS OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICES ACT
815 ILCS 50 5/1, ET SEQ., 720 ILCS 295/1A

486. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

487. Plaintiffs James Rittmanic and Judson Wessbecher (“Illinois Plaintiffs”) bring this cause of action on their own behalf and on behalf of the members of the Illinois Sub-Class.

488. Defendant is a “person” as that term is defined in 815 ILCS 505/1(c).

489. Illinois Plaintiffs and the Illinois Sub-Class Members are “consumers” as that term is defined in 815 ILCS 505/1(e).

490. The purpose of the Illinois Consumer Fraud and Deceptive Business Practices Act (“Illinois CFA”) is to enjoin trade practices which confuse or deceive the consumer. The Illinois CFA prohibits “unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression, or omission of any material fact, with intent that others rely upon the concealment, suppression, or omission of such material fact . . . in the conduct of trade or

commerce . . . whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS 505/2.

491. Ford participated in deceptive trade practices that violated the Illinois CFA as described below and alleged throughout the Complaint. By failing to disclose the Oil Consumption Defect, by concealing the Oil Consumption Defect, by marketing its vehicles as safe, reliable, durable, efficient, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance and efficiency, and stood behind its vehicles after they were sold, Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and Oil Consumption Defect in the course of its business.

492. Ford engaged in unfair or deceptive practices prohibited by the Illinois CFA, including: (1) representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have; (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not; and (3) advertising the Class Vehicles with the intent not to sell them as advertised.

493. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression,

or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles.

494. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

495. Ford's methods of competition and unfair and deceptive acts or practices were likely to and did in fact deceive reasonable consumers.

496. Ford knew that the Class Vehicles and their engines suffered from a defect and were not suitable for their intended use.

497. Ford knew or should have known that its conduct violated the Illinois CFA.

498. Illinois Plaintiffs and the Illinois Sub-Class Members reasonably relied on Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

499. Had Illinois Plaintiffs and the Illinois Sub-Class Members known that the Class Vehicles would exhibit the Oil Consumption Defect, they would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

500. Ford owed Illinois Plaintiffs and the Illinois Sub-Class Members a duty to disclose the truth about the Oil Consumption Defect because Ford: (a) possessed

exclusive knowledge of the Class Vehicles and the Oil Consumption Defect; (b) intentionally concealed the foregoing from Illinois Plaintiffs and the Illinois Sub-Class Members; and/or (c) made incomplete representations regarding the quality, durability, and safety of the Class Vehicles, while purposefully withholding material facts from Illinois Plaintiffs and the Illinois Sub-Class Members that contradicted these representations.

501. Due to Ford's specific and superior knowledge that the engines in the Class Vehicles will fail due to the Oil Consumption Defect, its false representations regarding the Class Vehicles, and reliance by Illinois Plaintiffs and the Illinois Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Oil Consumption Defect will cause failure in Class Vehicles, that Class Vehicles do not have the advertised or expected durability, reliability, and/or safety that Ford guaranteed, that the Oil Consumption Defect will cause damage to Class Vehicle engines and engine systems, and that Class members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Illinois Plaintiffs and the Illinois Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Illinois Plaintiffs and the Illinois Sub-Class Members. Longevity, durability, performance, and safety are material concerns to

Ford truck consumers. Ford represented to Illinois Plaintiffs and the Illinois Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time before the engine parts and vehicle systems are damaged by the Oil Consumption Defect.

502. Illinois Plaintiffs and the Illinois Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Illinois Plaintiffs and the Illinois Sub-Class Members were harmed and suffered actual damages in the form of the diminished value of their vehicles.

503. As a result of Ford's conduct, Illinois Plaintiffs and the Illinois Sub-Class Members were harmed and suffered actual damages as a result of Ford's misrepresentations and omissions with regard to their Class Vehicles' engines because they purchased vehicles that do not perform as advertised.

504. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Illinois Plaintiffs and the Illinois Sub-Class Members suffered and will continue to suffer injury in fact and/or actual damages.

505. Ford's violations present a continuing risk to Illinois Plaintiffs and the Illinois Sub-Class Members as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

506. Pursuant to 815 ILCS 505/10a(a), Illinois Plaintiffs and the Illinois Sub-Class Members seek monetary relief against Ford in the amount of actual damages, as well as punitive damages because Ford acted with fraud and/or malice and/or was grossly negligent.

507. Illinois Plaintiffs and the Illinois Sub-Class Members also seek attorneys' fees, and any other just and proper relief available under 815 Ill. Comp. Stat. § 505/1, *et seq.*

COUNT 17
BREACH OF EXPRESS WARRANTY
810 ILL. COMP. STAT. §§ 5/2-313 AND 5/2A-210

508. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

509. Illinois Plaintiffs bring this cause of action on their own behalf and on behalf of the members of the Illinois Sub-Class.

510. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and a “seller” of motor vehicles under § 5/2-103(1)(d).

511. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under 810 Ill. Comp. Stat. § 5/2A-103(1)(p).

512. The Class Vehicles are and were at all relevant times “goods” within the meaning of 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h).

513. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty (“the Warranty”) containing several express warranties described herein, which became a material part of the bargain.

514. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

515. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

516. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

517. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Illinois Plaintiffs and the Illinois Sub-Class Members.

518. Plaintiffs relied on Ford's express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

519. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by Illinois Plaintiffs and the Illinois Sub-Class Members.

520. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranty, as they did not cure the defect.

521. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford: falsely informed Illinois Sub-Class Members that there was no problem with their Class Vehicles; performed ineffective or harmful oil servicing; replaced defective components with equally defective components; and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

522. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

523. Moreover, Ford's attempt to disclaim or limit the express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

524. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Illinois Plaintiffs and the Illinois Sub-Class Members. Among other things, Illinois Plaintiffs and the Illinois Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

525. Illinois Plaintiffs and the Illinois Sub-Class Members have complied with all obligations under the Warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

526. Illinois Plaintiffs and the Illinois Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the

Oil Consumption Defect from the complaints and service requests it received from Illinois Plaintiffs and the Illinois Sub-Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

527. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to cover repairs of the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

528. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

529. As a direct and proximate cause of Ford's breach, Illinois Plaintiffs and the Illinois Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Illinois Plaintiffs and the Illinois Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

530. As a direct and proximate result of Ford's breach of express warranties, Illinois Plaintiffs and the Illinois Sub-Class Members have been damaged in an amount to be determined at trial.

COUNT 18
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
810 ILL. COMP. STAT. §§ 5/2-314, 5/2A-212

531. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

532. Illinois Plaintiffs bring this cause of action on their own behalf and on behalf of the members of the Illinois Sub-Class.

533. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and a “seller” of motor vehicles under § 5/2-103(1)(d).

534. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under 810 Ill. Comp. Stat. § 5/2A-103(1)(p).

535. The Class Vehicles are and were at all relevant times “goods” within the meaning of 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h).

536. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under 810 Ill. Comp. Stat. §§ 5/2-314 and 5/2A-212.

537. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Ford F-150 trucks to customers through authorized dealers, like those from whom Illinois Plaintiffs and the Illinois Sub-Class Members bought or leased their vehicles, for the

intended purpose of consumers purchasing or leasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Illinois Plaintiffs and the Illinois Sub-Class Members, with no modification to the defective engines.

538. Ford provided Illinois Plaintiffs and Illinois Sub-Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

539. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

540. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Illinois Plaintiffs and Illinois Sub-Class Members with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with the existence of the Oil Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

541. As a result of Ford's breach of the applicable implied warranties, Illinois Plaintiffs and the Illinois Sub-Class Members of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, Illinois Plaintiffs and the Illinois Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

542. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of 810 Ill. Comp. Stat. §§ 5/2-314 and 5/2A-212.

543. Illinois Plaintiffs and the Illinois Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

544. Illinois Plaintiffs and the Illinois Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal sources.

545. As a direct and proximate cause of Ford’s breach, Illinois Plaintiffs and the Illinois Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Illinois Plaintiffs and the Illinois Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

546. As a direct and proximate result of Ford’s breach of the implied warranty of merchantability, Illinois Plaintiffs and the Illinois Sub-Class Members have been damaged in an amount to be proven at trial.

D. Claims on Behalf of the Michigan Sub-Class Represented by Plaintiff Gordon McCardy (“Michigan Plaintiff”)

COUNT 19
VIOLATIONS OF THE MICHIGAN CONSUMER PROTECTION ACT
MICH. COMP. LAWS § 445.903, ET SEQ.

547. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

548. Plaintiff Gordon McCardy (“Michigan Plaintiff”) brings this cause of action on his own behalf and on behalf of the members of the Michigan Sub-Class.

549. Michigan Plaintiff and the Michigan Sub-Class Members are “person[s]” within the meaning of the Mich. Comp. Laws § 445.902(1)(d).

550. Ford is a “person” engaged in “trade or commerce” within the meaning of the Mich. Comp. Laws § 445.902(1)(d).

551. The Michigan Consumer Protection Act (“Michigan CPA”) prohibits “[u]nfair, unconscionable, or deceptive methods, acts, or practices in the conduct of trade or commerce,” including: “(c) Representing that goods or services have . . . characteristics . . . that they do not have;” “(e) Representing that goods or services are of a particular standard . . . if they are of another;” “(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer;” “(bb) Making a representation of fact or statement of fact material to the transaction such that a person reasonably believes the represented or suggested state of affairs to be other than it actually is;” and “(cc) Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.” Mich. Comp. Laws § 445.903(1).

552. Ford participated in misleading, false, or deceptive acts that violated the Michigan CPA as described below and alleged throughout the Complaint. By failing to disclose the Oil Consumption Defect, by concealing the Oil Consumption Defect, by marketing its vehicles as safe, reliable, durable, efficient, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance, and efficiency, and stood behind its vehicles after they were sold, Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented,

concealed, suppressed, or omitted material facts relating to the Class Vehicles and Oil Consumption Defect in the course of its business.

553. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles.

554. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

555. Ford knew that the Class Vehicles and their engines suffered from a defect and were not suitable for their intended use.

556. Ford knew or should have known that its conduct violated the Michigan CPA.

557. Michigan Plaintiff and the Michigan Sub-Class Members reasonably relied on Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

558. Had Michigan Plaintiff and the Michigan Sub-Class Members known that the Class Vehicles would exhibit the Oil Consumption Defect, they would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

559. Ford owed Michigan Plaintiff and the Michigan Sub-Class Members a duty to disclose the truth about the Oil Consumption Defect because Ford: (a) possessed exclusive knowledge of the Class Vehicles and the Oil Consumption Defect; (b) intentionally concealed the foregoing from Michigan Plaintiff and the Michigan Sub-Class Members; and/or (c) made incomplete representations regarding the quality, durability, and safety of the Class Vehicles, while purposefully withholding material facts from Michigan Plaintiff and the Michigan Sub-Class Members that contradicted these representations.

560. Due to Ford's specific and superior knowledge that the engines in the Class Vehicles will fail due to the Oil Consumption Defect, its false representations regarding the increased durability of the Class Vehicles, and reliance by Michigan Plaintiff and the Michigan Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Oil Consumption Defect will cause failure in Class Vehicles, that Class Vehicles do not have the durability, reliability, and/or safety advertised and expected, that the Oil Consumption Defect will cause damage to Class Vehicle engines and vehicle systems, and that Class members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Michigan Plaintiff and the Michigan Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact

the value of the Class Vehicles purchased or leased by Michigan Plaintiff and the Michigan Sub-Class Members and could not reasonably be known by the consumer. Longevity, durability, performance, and safety are material concerns to Ford truck consumers. Ford represented to Michigan Plaintiff and the Michigan Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, and of high quality, and that they contained engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time before the engine components and vehicle systems are damaged by the Oil Consumption Defect.

561. Michigan Plaintiff and the Michigan Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Michigan Plaintiff and the Michigan Sub-Class Members were harmed and suffered actual damages in the form of the diminished value of their vehicles.

562. As a result of Ford's conduct, Michigan Plaintiff and the Michigan Sub-Class Members were harmed and suffered actual damages as a result of Ford's misrepresentations and omissions with regard to their Class Vehicles' engines because they purchased vehicles which do not perform as advertised.

563. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Michigan Plaintiff and the Michigan Sub-Class Members suffered and will continue to suffer injury in fact and/or actual damages.

564. Defendant's violations present a continuing risk to Michigan Plaintiff and the Michigan Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

565. Michigan Plaintiff and the Michigan Sub-Class Members seek monetary relief measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$250 per each Plaintiff; reasonable attorneys' fees; and any other just and proper relief available under Mich. Comp. Laws § 445.903, *et seq.*, against Ford because it carried out despicable conduct with willful and conscious disregard of the rights and safety of others. Ford's conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT 20
BREACH OF EXPRESS WARRANTY
MICH. COMP. LAWS §§ 440.2313 AND 440.2860

566. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

567. Michigan Plaintiff brings this cause of action on his own behalf and on behalf of the members of the Michigan Sub-Class.

568. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Mich. Comp. Laws §§ 440.2104(1) and a "seller" of motor vehicles under § 440.2103(1)(c).

569. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

570. The Class Vehicles are and were at all relevant times “goods” within the meaning of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

571. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty (“the Warranty”) containing several express warranties described herein, which became a material part of the bargain.

572. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

573. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

574. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

575. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Michigan Plaintiff and the Michigan Sub-Class Members.

576. Plaintiffs relied on Ford's express Warranty, which was a material part of the bargain, when purchasing or leasing their Class Vehicles.

577. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by Michigan Plaintiff and the Michigan Sub-Class Members.

578. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranty, as they did not cure the defect.

579. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford: falsely informed Michigan Sub-Class Members that there was no problem with their Class Vehicles; performed ineffective or harmful oil servicing; replaced defective components with equally defective components; and re-calibrated or replaced

original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

580. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

581. Moreover, Ford's attempt to disclaim or limit the express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

582. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Michigan Plaintiff and the Michigan Sub-Class Members. Among other things, Michigan Plaintiff and the Michigan Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

583. Michigan Plaintiff and the Michigan Sub-Class Members have complied with all obligations under the Warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

584. Michigan Plaintiff and the Michigan Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Michigan Plaintiff and the Michigan Sub-Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal and external sources.

585. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

586. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purposes, rendering such limitation null and void.

587. As a direct and proximate cause of Ford's breach, Michigan Plaintiff and the Michigan Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Michigan Plaintiff and the Michigan Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

588. As a direct and proximate result of Ford's breach of express warranties, Michigan Plaintiff and the Michigan Sub-Class Members have been damaged in an amount to be determined at trial.

COUNT 21
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
MICH. COMP. LAWS §§ 440.2314, 440.2860

589. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

590. Michigan Plaintiff brings this cause of action on his own behalf and on behalf of the members of the Michigan Sub-Class.

591. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Mich. Comp. Laws §§ 440.2104(1) and a "seller" of motor vehicles under § 440.2103(1)(c).

592. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Mich. Comp. Laws § 440.2803(1)(p).

593. The Class Vehicles are and were at all relevant times "goods" within the meaning of Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

594. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under Mich. Comp. Laws §§ 440.2314 and 440.2862.

595. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Ford F-150 trucks to customers through authorized dealers, like those from whom Michigan Plaintiff and the Michigan Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Michigan Plaintiff and the Michigan Sub-Class Members, with no modification to the defective engines.

596. Ford provided Michigan Plaintiff and Michigan Sub-Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

597. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

598. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Michigan Plaintiff and the Michigan Sub-Class

Members with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with the existence of the Oil Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

599. As a result of Ford's breach of the applicable implied warranties, Michigan Plaintiff and the Michigan Sub-Class Members of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, Michigan Plaintiff and the Michigan Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

600. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of Mich. Comp. Laws §§ 440.2314 and 440.2862.

601. Michigan Plaintiff and the Michigan Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

602. Michigan Plaintiff and the Michigan Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on

notice of the Oil Consumption Defect from the complaints and service requests it received from Michigan Plaintiff and the Michigan Sub-Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal sources.

603. As a direct and proximate cause of Ford's breach, Michigan Plaintiff and the Michigan Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Michigan Plaintiff and the Michigan Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

604. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Michigan Plaintiff and the Michigan Sub-Class Members have been damaged in an amount to be proven at trial.

E. Claims on Behalf of the New Jersey Sub-Class Represented by Plaintiff Marc Baus ("New Jersey Plaintiff")

COUNT 22
VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT
N.J. STAT. ANN. § 56:8-1, ET SEQ.

605. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

606. Plaintiff Marc Baus ("New Jersey Plaintiff") brings this cause of action on his own behalf and on behalf of the members of the New Jersey Sub-Class.

607. Ford, New Jersey Plaintiff, and the New Jersey Sub-Class Members are “persons” within the meaning of the New Jersey Consumer Fraud Act (“New Jersey CFA”), N.J. Stat. Ann. § 56:8-1(d).

608. Ford engaged in “sales” of “merchandise” within the meaning of N.J. Stat. Ann. § 56:8-1(c), (d).

609. The New Jersey CFA makes unlawful “[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentations, or the knowing concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...” N.J. Stat. Ann. § 56:8-2. Ford engaged in unconscionable commercial practice or deceptive acts or practices that violated the New Jersey CFA as described above and below, and did so with the intent that Plaintiffs rely upon their acts of concealment, suppression and/or omission.

610. Ford participated in unfair or deceptive trade practices that violated the New Jersey CFA, including by failing to disclose the Oil Consumption Defect, by concealing the Oil Consumption Defect, by marketing its vehicles as safe, reliable, durable, efficient, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance and efficiency, and stood behind its

vehicles after they were sold, Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and Oil Consumption Defect in the course of its business.

611. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

612. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

613. Ford knew that the Class Vehicles and their engines suffered from a defect and were not suitable for their intended use.

614. Ford knew or should have known that its conduct violated the New Jersey CFA.

615. New Jersey Plaintiff and the New Jersey Sub-Class Members reasonably relied on Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

616. Had New Jersey Plaintiff and the New Jersey Sub-Class Members known that the Class Vehicles would exhibit the Oil Consumption Defect, they would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

617. Ford owed New Jersey Plaintiff and the New Jersey Sub-Class Members a duty to disclose the truth about the Oil Consumption Defect because Ford: (a) possessed exclusive knowledge of the Class Vehicles and the Oil Consumption Defect; (b) intentionally concealed the foregoing from New Jersey Plaintiff and the New Jersey Sub-Class Members; and/or (c) made incomplete representations regarding the quality, durability, and safety of the Class Vehicles, while purposefully withholding material facts from New Jersey Plaintiff and the New Jersey Sub-Class Members that contradicted these representations.

618. Due to Ford's specific and superior knowledge that the engines in the Class Vehicles will fail due to the Oil Consumption Defect, its false representations regarding the Class Vehicles, and reliance by New Jersey Plaintiff and the New Jersey Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Oil Consumption Defect will cause failure in Class Vehicles, that Class Vehicles do not have the durability, reliability, and/or safety advertised and expected, that the Oil Consumption Defect will cause damage

to Class Vehicle engines and engine systems, and that Class members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to New Jersey Plaintiff and the New Jersey Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by New Jersey Plaintiff and the New Jersey Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford truck consumers. Ford represented to New Jersey Plaintiff and the New Jersey Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time before the engines fail due to the Oil Consumption Defect.

619. New Jersey Plaintiff and the New Jersey Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, New Jersey Plaintiff and the New Jersey Sub-Class Members were harmed and suffered actual damages in the form of the diminished value of their vehicles.

620. As a result of Ford's conduct, New Jersey Plaintiff and the New Jersey Sub-Class Members were harmed and suffered actual damages as a result of Ford's

misrepresentations and omissions with regard to their Class Vehicles' engines because they purchased vehicles that do not perform as advertised.

621. As a direct and proximate result of Ford's unfair or deceptive acts or practices, New Jersey Plaintiff and the New Jersey Sub-Class Members suffered and will continue to suffer injury in fact and/or actual damages.

622. Defendant's violations present a continuing risk to New Jersey Plaintiff and the New Jersey Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

623. Pursuant to N.J. Stat. Ann. § 56:8-19, New Jersey Plaintiff and the New Jersey Sub-Class Members seek an order enjoining Ford's unlawful conduct, actual damages, treble damages, attorneys' fees, costs, and any other just and proper relief available under the New Jersey CFA.

COUNT 23
BREACH OF EXPRESS WARRANTY
N.J. STAT. ANN. §§ 12A:2-313, 2A-210

624. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

625. New Jersey Plaintiff brings this cause of action on his own behalf and on behalf of the members of the New Jersey Sub-Class.

626. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under N.J. Stat. Ann. § 12A:2-104(1) and a “seller” of motor vehicles under § 2-103(1)(d).

627. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under N.J. Stat. Ann. § 12A:2A-103(1)(p).

628. The Class Vehicles are and were at all relevant times “goods” within the meaning of N.J. Stat. Ann. §§ 12A:2-105(1) and 2A-103(1)(h).

629. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty (“the Warranty”) containing several express warranties described herein, which became a material part of the bargain.

630. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

631. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain

(gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

632. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

633. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to New Jersey Plaintiff and the New Jersey Sub-Class Members.

634. Plaintiffs relied on Ford’s express Warranty, which was a material part of the bargain, when purchasing or leasing their Class Vehicles.

635. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by New Jersey Plaintiff and the New Jersey Sub-Class Members.

636. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranty, as they did not cure the defect.

637. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford: falsely informed New Jersey Sub-Class Members that there was no problem with their Class

Vehicles; performed ineffective or harmful oil servicing; replaced defective components with equally defective components; and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

638. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

639. Moreover, Ford's attempt to disclaim or limit the express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

640. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect New Jersey Plaintiff and the New Jersey Sub-Class Members. Among other things, New Jersey Plaintiff and the New Jersey Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

641. New Jersey Plaintiff and the New Jersey Sub-Class Members have complied with all obligations under the Warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

642. New Jersey Plaintiff and the New Jersey Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal and external sources.

643. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

644. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

645. As a direct and proximate cause of Ford's breach, New Jersey Plaintiff and the New Jersey Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, New Jersey Plaintiff and the New

Jersey Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

646. As a direct and proximate result of Ford's breach of express warranties, New Jersey Plaintiff and the New Jersey Sub-Class Members have been damaged in an amount to be determined at trial.

COUNT 24
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
N.J. STAT. ANN. §§ 12A:2-314, 2A-212

647. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

648. New Jersey Plaintiff bring this cause of action on his own behalf and on behalf of the members of the New Jersey Sub-Class.

649. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under N.J. Stat. Ann. § 12A:2-104(1) and a "seller" of motor vehicles under § 2-103(1)(d).

650. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under N.J. Stat. Ann. § 12A:2A-103(1)(p).

651. The Class Vehicles are and were at all relevant times "goods" within the meaning of N.J. Stat. Ann. §§ 12A:2-105(1) and 2A-103(1)(h).

652. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under N.J. Stat. Ann. §§ 12A:2-314 and 2A-212.

653. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Ford F-150 trucks to customers through authorized dealers, like those from whom New Jersey Plaintiff and the New Jersey Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to New Jersey Plaintiff and the New Jersey Sub-Class Members, with no modification to the defective engines.

654. Ford provided New Jersey Plaintiff and New Jersey Sub-Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

655. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles

and their engines would be fit for their intended use while the Class Vehicles were being operated.

656. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing New Jersey Plaintiff and New Jersey Sub-Class Members with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with the existence of the Oil Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

657. As a result of Ford's breach of the applicable implied warranties, New Jersey Plaintiff and the New Jersey Sub-Class Members of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, New Jersey Plaintiff and the New Jersey Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

658. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of N.J. Stat. Ann. §§ 12A:2-314 and 2A-212.

659. New Jersey Plaintiff and the New Jersey Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

660. New Jersey Plaintiff and the New Jersey Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal sources.

661. As a direct and proximate cause of Ford's breach, New Jersey Plaintiff and the New Jersey Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, New Jersey Plaintiff and the New Jersey Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

662. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, New Jersey Plaintiff and the New Jersey Sub-Class Members have been damaged in an amount to be proven at trial.

F. Claims on Behalf of the New York Sub-Class Represented by Plaintiff David Lyman (“New York Plaintiff”)

COUNT 25
VIOLATIONS OF THE NEW YORK GENERAL BUSINESS LAW
N.Y. GEN. BUS. LAW § 349

663. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

664. Plaintiff Lyman (“New York Plaintiff”) brings this claim on his own behalf and on behalf of the New York Sub-Class.

665. The New York General Business Law (“New York GBL”) makes unlawful “[d]eceptive acts or practices in the conduct of any business, trade or commerce.” N.Y. Gen. Bus. Law § 349.

666. New York Plaintiff and the New York Sub-Class members are “persons” within the meaning of N.Y. Gen. Bus. Law § 349(h).

667. Ford is a “person,” “firm,” “corporation,” or “association” within the meaning of N.Y. Gen. Bus. Law § 349.

668. In the course of Ford’s business, Ford willfully failed to disclose and actively concealed that the Class Vehicles suffer from a defect (and the costs, safety risks, and diminished value of the vehicles as a result of these problems). Ford should have disclosed this information because it was in a superior position to know the true facts related to the Oil Consumption Defect, and Plaintiffs and Class Members could not reasonably be expected to learn or discover the true facts related to the defect.

669. The Oil Consumption Defect constitutes a safety issue because it can cause the Class Vehicles to run out of engine oil and fail, and as such, Ford had a duty to disclose the safety issue to consumers.

670. A reasonable consumer would expect the Class Vehicles to operate without known safety hazards or excess emissions. Accordingly, Ford engaged in unfair and deceptive trade practices, unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices as defined in N.Y. Gen. Bus. Law § 349.

671. Ford's acts had the capacity, tendency or effect of deceiving or misleading consumers; failed to state a material fact that deceives or tends to deceive; and constitute deception, fraud, false pretense, false promise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection therewith.

672. Ford's actions as set forth above occurred in the conduct of trade or commerce.

673. Because Ford's deception takes place in the context of public health, its deception affects the public interest. Further, Ford's unlawful conduct constitutes unfair acts or practices that have the capacity to deceive consumers, and that have a broad impact on consumers at large.

674. Ford's violations present a continuing risk to New York Plaintiff and the New York Sub-Class Members as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest. Specifically: (1) the number of consumers affected by Ford's deceptive practices are in the hundreds of thousands nation-wide; (2) Ford has significantly high sophistication and bargaining power with respect to the manufacture and sale of the Class Vehicles to Plaintiffs and individual Class members; and (3) so long as the Class Vehicles continue to be sold and distributed with the defective engines, the likelihood of continued impact on other consumers is significant.

675. Ford's conduct proximately caused injuries to New York Plaintiff and the New York Sub-Class.

676. New York Plaintiff and the New York Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, New York Plaintiff and the New York Sub-Class Members were harmed and suffered actual damages in the form of the diminished value of their vehicles.

677. As a result of Ford's conduct, New York Plaintiff and the New York Sub-Class Members were harmed and suffered actual damages as a result of Ford's misrepresentations and omissions with regard to their Class Vehicles' engines because they purchased vehicles which do not perform as advertised.

678. Had New York Plaintiff and the New York Sub-Class Members known that the Class Vehicles would exhibit the Oil Consumption Defect, they would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

679. Ford knew or should have known that its conduct violated the New York GBL.

680. Because Ford's willful and knowing conduct caused injury to Plaintiffs and the Class, Plaintiffs and the Class seek recovery of actual damages or \$50, whichever is greater; discretionary treble damages up to \$1,000; punitive damages; reasonable attorneys' fees and costs; an order enjoining Ford's deceptive conduct; and any other just and proper relief available under N.Y. Gen. Bus. Law § 349.

681. New York Plaintiff and the New York Sub-Class also seek punitive damages because Ford engaged in aggravated and outrageous conduct.

COUNT 26
VIOLATIONS OF THE NEW YORK GENERAL BUSINESS LAW
N.Y. GEN. BUS. LAW § 350

682. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

683. New York Plaintiff brings this claim on his own behalf and on behalf of the New York Sub-Class.

684. The New York’s General Business Law § 350 makes unlawful “[f]alse advertising in the conduct of any business, trade or commerce[.]” False advertising includes “advertising, including labeling, of a commodity ... if such advertising is misleading in a material respect,” taking into account “the extent to which the advertising fails to reveal facts material in the light of ... representations [made] with respect to the commodity....” N.Y. Gen. Bus. Law § 350-a.

685. Ford caused to be made or disseminated through New York, through advertising, marketing, and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Ford, to be untrue and misleading to consumers, including New York Plaintiff and the New York Sub-Class Members.

686. Ford has violated N.Y. Gen. Bus. Law § 350 because the omissions regarding the oil consumption, emission levels, durability, reliability, efficiency, and safety of the Class Vehicles as described above, were material and likely to deceive a reasonable consumer.

687. Plaintiffs and Class members have suffered injury, including the loss of money or property, as a result of Ford’s false advertising. In purchasing or leasing their Class Vehicles, Plaintiffs and Class members relied on the representations and/or omissions of Ford with respect to the oil consumption, emission levels, durability, reliability, efficiency, and safety of the Class Vehicles. Ford’s

representations turned out to be untrue as described herein. Had Plaintiffs and Class members known this, they would not have purchased or leased their Class Vehicles and/or paid as much for them.

688. Accordingly, Plaintiffs and the Class overpaid for their Class Vehicles and did not receive the benefit of the bargain for their Class Vehicles, which have also suffered diminution in value.

689. Because Ford fraudulently concealed the true oil consumption, emission levels, durability, reliability, efficiency, and safety of the Class Vehicle, the value of the Class Vehicles has greatly diminished.

690. New York Plaintiffs, individually and on behalf of the New York Sub-Class Members, request that this Court enter such orders or judgments as may be necessary to enjoin Ford from continuing its unfair, unlawful and/or deceptive practices. New York Plaintiff and the New York Sub-Class Members are also entitled to recover their actual damages or \$500, whichever is greater. Because Ford acted willfully or knowingly, Plaintiffs and Class members are entitled to recover three times actual damages, up to \$10,000.

COUNT 27
BREACH OF EXPRESS WARRANTY
N.Y. U.C.C. §§ 2-314, 2A-210

691. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

692. New York Plaintiff brings this cause of action on his own behalf and on behalf of the members of the New York Sub-Class.

693. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under N.Y. UCC Law §§ 11-2-104(1), and a “seller” of motor vehicles under § 2-103(1)(d).

694. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under N.Y. UCC Law § 2A-103(1)(p).

695. The Class Vehicles are and were at all relevant times “goods” within the meaning of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

696. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty (“the Warranty”) containing several express warranties described herein, which became a material part of the bargain.

697. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

698. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump,

manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

699. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

700. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to New York Plaintiffs and the New York Sub-Class Members.

701. Plaintiffs relied on Ford’s express Warranty, which was a material part of the bargain, when purchasing or leasing their Class Vehicles.

702. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by New York Plaintiff and the New York Sub-Class Members.

703. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the F-150 engines are adequate under the terms of the Warranty, as they did not cure the defect.

704. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford falsely informed New York Sub-Class Members that there was no problem with their Class Vehicles, performed ineffective procedures or harmful oil servicing, replaced defective components with equally defective components, and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

705. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

706. Moreover, Ford's attempt to disclaim or limit the express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

707. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect New York Plaintiff and the New York Sub-Class Members. Among other things, New York Plaintiff and the New York Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power

existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

708. New York Plaintiffs and the New York Sub-Class Members have complied with all obligations under the Warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

709. New York Plaintiff and the New York Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from New York Plaintiff and the New York Sub-Class Members, from repairs and/or replacements of the F-150 engines or components thereof, and through other internal and external sources.

710. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

711. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

712. As a direct and proximate cause of Ford's breach, New York Plaintiff and the New York Sub-Class Members suffered damages and continue to suffer

damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, New York Plaintiffs and the New York Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

713. As a direct and proximate result of Ford's breach of express warranties, New York Plaintiff and the New York Sub-Class Members have been damaged in an amount to be determined at trial.

COUNT 28
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
N.Y. U.C.C. §§ 2-314, 2A-212

714. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

715. New York Plaintiff brings this cause of action on his own behalf and on behalf of the members of the New York Sub-Class.

716. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under N.Y. UCC Law §§ 11-2-104(1), and a "seller" of motor vehicles under § 2-103(1)(d).

717. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under N.Y. UCC Law § 2A-103(1)(p).

718. The Class Vehicles are and were at all relevant times "goods" within the meaning of N.Y. UCC Law §§ 2-105(1) and 2A-103(1)(h).

719. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under N.Y. UCC Law §§ 2-314 and 2A-212.

720. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed F-150 vehicles to customers through authorized dealers, like those from whom New York Plaintiff and the New York Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to New York Plaintiff and the New York Sub-Class Members, with no modification to the defective engines.

721. Ford provided Plaintiff and Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

722. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation, as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

723. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Plaintiffs and Class Members with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with the existence of the Oil Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

724. As a result of Ford's breach of the applicable implied warranties, New York Plaintiff and the New York Sub-Class Members of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, New York Plaintiffs and the New York Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

725. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of N.Y. UCC Law §§ 2-314 and 2A-212.

726. New York Plaintiff and the New York Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

727. New York Plaintiff and the New York Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from New York Plaintiff and the New York Sub-Class Members, from repairs and/or replacements of the engine or components thereof, and through other internal sources.

728. As a direct and proximate cause of Ford's breach, New York Plaintiff and the New York Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, New York Plaintiff and the New York Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

729. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, New York Plaintiff and the New York Sub-Class Members have been damaged in an amount to be proven at trial.

G. Claims on Behalf of the Ohio Sub-Class Represented by Plaintiff Timothy Thuring (“Ohio Plaintiff”)

COUNT 29
VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT
OHIO REV. CODE ANN. § 1345.01, ET SEQ.

730. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

731. Plaintiff Timothy Thuring (“Ohio Plaintiff”) brings this cause of action on their own behalf and on behalf of the members of the Ohio Sub-Class.

732. Ohio Plaintiff and the Ohio Sub-Class Members are “consumers” as defined by the Ohio Consumer Sales Practices Act, Ohio Rev. Code Ann. § 1345.01 (“Ohio CSPA”).

733. Ford is a “supplier” as defined by the Ohio CSPA.

734. Ohio Plaintiff’s and the Ohio Sub-Class Members’ purchases or leases of Class Vehicles were “consumer transactions” as defined by the Ohio CSPA.

735. The Ohio CSPA, Ohio Rev. Code Ann. § 1345.02, broadly prohibits “an unconscionable act or practice in connection with a consumer transaction.” Specifically, and without limitation of the broad prohibition, the Act prohibits suppliers from representing “(1) That the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have; [and] (2) That the subject of a consumer transaction is of a particular standard, quality, grade, style, prescription, or model, if it is not.” Ohio

Rev. Code Ann. § 1345.02. The CSPA also prohibits suppliers from advertising goods with the intent not to sell them as advertised and engaging in acts or practices that are otherwise unfair, misleading, false, or deceptive to consumers. *Id.* Defendant's conduct as alleged above and below constitutes unfair and unconscionable acts or practices in consumer sales transactions in violation of Ohio Rev. Code Ann. § 1345.02. By concealing the known defects in the Class Vehicles, Ford participated in unconscionable acts and practices that violated the Ohio CSPA.

736. Ford participated in misleading, false, or deceptive acts that violated the Ohio CSPA as described below and alleged throughout the Complaint. By failing to disclose the Consumption Defect, by concealing the Oil Consumption Defect, by marketing its vehicles as safe, reliable, durable, efficient, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance and efficiency, and stood behind its vehicles after they were sold, Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and Oil Consumption Defect in the course of its business.

737. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression

or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

738. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

739. Ford knew that the Class Vehicles and their engines suffered from a defect and were not suitable for their intended use.

740. Ford knew or should have known that its conduct violated the Ohio CSPA.

741. Ohio Plaintiff and the Ohio Sub-Class Members reasonably relied on Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

742. Had Ohio Plaintiff and the Ohio Sub-Class Members known that the Class Vehicles would exhibit the Oil Consumption Defect, they would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

743. Ford owed Ohio Plaintiff and the Ohio Sub-Class Members a duty to disclose the truth about the Oil Consumption Defect because Ford: (a) possessed exclusive knowledge of the Class Vehicles and the Oil Consumption Defect; (b) intentionally concealed the foregoing from Ohio Plaintiff and the Ohio Sub-Class

Members; and/or (c) made incomplete representations regarding the quality, durability, and safety of the Class Vehicles, while purposefully withholding material facts from Ohio Plaintiff and the Ohio Sub-Class Members that contradicted these representations.

744. Due to Ford's specific and superior knowledge that engine components and vehicle systems in the Class Vehicles will fail due to the Oil Consumption Defect, its false representations regarding the durability, reliability, efficiency, and safety of the Class Vehicles, and reliance by Ohio Plaintiff and the Ohio Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Oil Consumption Defect will cause failure in Class Vehicles, that Class Vehicles do not have the durability, reliability, efficiency, and/or safety advertised and expected, that the Oil Consumption Defect will cause damage to Class Vehicle engines and engine systems, and that Ohio Plaintiff and Ohio Sub-Class Members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Ohio Plaintiff and the Ohio Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Ohio Plaintiff and the Ohio Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford truck consumers. Ford represented to Ohio Plaintiff and the Ohio

Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time before engine components and vehicle systems fail due to the Oil Consumption Defect.

745. The Ohio Attorney General has made available for public inspection numerous state court decisions that have held that acts and omissions similar in type to those alleged here constitute deceptive sales practices in violation of the CSPA.

746. Ohio Plaintiffs and the Ohio Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Ohio Plaintiffs and the Ohio Sub-Class Members were harmed and suffered actual damages in the form of the diminished value of their vehicles.

747. As a result of Ford's conduct, Ohio Plaintiff and the Ohio Sub-Class Members were harmed and suffered actual damages as a result of Ford's misrepresentations and omissions with regard to their Class Vehicles' engines because they purchased vehicles which do not perform as advertised.

748. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Ohio Plaintiff and the Ohio Sub-Class Members suffered and will continue to suffer injury in fact and/or actual damages.

749. Defendant's violations present a continuing risk to Ohio Plaintiff and the Ohio Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

750. Plaintiffs seek actual damages, plus an amount not exceeding \$5,000 in noneconomic damages, an order enjoining Ford's deceptive and unfair conduct, court costs and attorneys' fees as a result of Defendant's violations of the Ohio CSPA as provided in Ohio Rev. Code Ann. § 1345.09.

COUNT 30
BREACH OF EXPRESS WARRANTY
OHIO REV. CODE ANN. § 1302.26, ET SEQ.

751. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

752. Ohio Plaintiff bring this cause of action on his own behalf and on behalf of the members of the Ohio Sub-Class.

753. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Ohio Rev. Code Ann. §§ 1302.01(5) and 1310.01(A)(20), and a "seller" of motor vehicles under § 1302.01(4).

754. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Ohio Rev. Code Ann. § 1310.01(A)(20).

755. The Class Vehicles are and were at all relevant times "goods" within the meaning of Ohio Rev. Code Ann. §§ 1302.01(8) and 1310.01(A)(8).

756. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty (“the Warranty”) containing several express warranties described herein, which became a material part of the bargain.

757. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

758. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

759. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

760. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Ohio Plaintiff and the Ohio Sub-Class Members.

761. Plaintiffs relied on Ford's express Warranty, which was a material part of the bargain, when purchasing or leasing their Class Vehicles.

762. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by Ohio Plaintiff and the Ohio Sub-Class Members.

763. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranty, as they did not cure the defect.

764. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford falsely informed Ohio Plaintiff and Ohio Sub-Class Members that there was no problem with their Class Vehicles, performed ineffective procedures or harmful oil servicing, replaced defective components with equally defective components, and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

765. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

766. Moreover, Ford's attempt to disclaim or limit the express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

767. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Ohio Plaintiff and the Ohio Sub-Class Members. Among other things, Ohio Plaintiff and the Ohio Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

768. Ohio Plaintiff and the Ohio Sub-Class Members have complied with all obligations under the Warranties, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

769. Ohio Plaintiff and the Ohio Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the

Oil Consumption Defect from the complaints and service requests it received from Ohio Plaintiff and the Ohio Sub-Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

770. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

771. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

772. As a direct and proximate cause of Ford's breach, Ohio Plaintiff and the Ohio Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Ohio Plaintiff and the Ohio Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

773. As a direct and proximate result of Ford's breach of express warranties, Ohio Plaintiff and the Ohio Sub-Class Members have been damaged in an amount to be determined at trial.

COUNT 31
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
OHIO REV. CODE ANN. §§ 1302.27, 1310.19.

774. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

775. Ohio Plaintiff brings this cause of action on his own behalf and on behalf of the members of the Ohio Sub-Class.

776. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under Ohio Rev. Code Ann. §§ 1302.01(5) and 1310.01(A)(20), and a “seller” of motor vehicles under § 1302.01(4).

777. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under Ohio Rev. Code Ann. § 1310.01(A)(20).

778. The Class Vehicles are and were at all relevant times “goods” within the meaning of Ohio Rev. Code Ann. §§ 1302.01(8) and 1310.01(A)(8).

779. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under Ohio Rev. Code Ann. §§ 1302.27 and 1310.19.

780. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed F-150 vehicles to customers through authorized dealers, like those from whom Ohio Plaintiff and the Ohio Sub-Class Members bought or leased their vehicles, for the intended

purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Ohio Plaintiff and the Ohio Sub-Class Members, with no modification to the defective engines.

781. Ford provided Ohio Plaintiff and Ohio Sub-Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

782. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation, as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

783. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Ohio Plaintiff and Ohio Sub-Class Members with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with the Oil Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

784. As a result of Ford's breach of the applicable implied warranties, Ohio Plaintiff and the Ohio Sub-Class Members of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, Ohio Plaintiff and the Ohio Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

785. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of Ohio Rev. Code Ann. §§ 1302.27 and 1310.19.

786. Ohio Plaintiff and the Ohio Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

787. Ohio Plaintiff and the Ohio Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Ohio Plaintiff and the Ohio Sub-Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal sources.

788. As a direct and proximate cause of Ford's breach, Ohio Plaintiff and the Ohio Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Ohio Plaintiff and the Ohio Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

789. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Ohio Plaintiff and the Ohio Sub-Class Members have been damaged in an amount to be proven at trial.

H. Claims on Behalf of the Pennsylvania Sub-Class Represented by Plaintiffs Richard and Michelle Shawley ("Pennsylvania Plaintiffs")

COUNT 32
VIOLATIONS OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW
73 P.S. § 201-1, ET SEQ.

790. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

791. Plaintiffs Richard and Michelle Shawley ("Pennsylvania Plaintiffs") bring this cause of action on their own behalf and on behalf of the members of the Pennsylvania Sub-Class.

792. Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members purchased or leased their Class Vehicles primarily for personal, family or household purposes within the meaning of 73 P.S. § 201-9.2.

793. All of the acts complained of herein were perpetrated by Ford in the course of trade or commerce within the meaning of 73 P.S. § 201-2(3).

794. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (“Pennsylvania CPL”) prohibits unfair or deceptive acts or practices, including: (a) “Representing that goods or services have . . . characteristics, . . . [b]enefits or qualities that they do not have;” (b) “Representing that goods or services are of a particular standard, quality or grade . . . if they are of another;” (c) “Advertising goods or services with intent not to sell them as advertised;” and (d) “Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding.” 73 P.S. § 201-2(4). Ford engaged in unlawful trade practices, and unfair or deceptive acts or practices that violated Pennsylvania CPL.

795. Ford participated in unfair or deceptive trade practices that violated the Pennsylvania CPL as described below and alleged throughout the Complaint. By failing to disclose the Oil Consumption Defect, by concealing the Oil Consumption Defect, by marketing its vehicles as safe, reliable, durable, efficient, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance and efficiency, and stood behind its vehicles after they were sold, Ford

knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and Oil Consumption Defect in the course of its business.

796. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

797. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

798. Ford knew that the Class Vehicles and their engines suffered from a defect and were not suitable for their intended use.

799. Ford knew or should have known that its conduct violated the Pennsylvania CPL.

800. Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members reasonably relied on Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

801. Had Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members known that the Class Vehicles would exhibit the Oil Consumption Defect, they

would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

802. Ford owed Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members a duty to disclose the truth about the Oil Consumption Defect because Ford: (a) possessed exclusive knowledge of the Class Vehicles and the Oil Consumption Defect; (b) intentionally concealed the foregoing from Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members; and/or (c) made incomplete representations regarding the quality, durability, and safety of the Class Vehicles, while purposefully withholding material facts from Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members that contradicted these representations.

803. Due to Ford's specific and superior knowledge that the engines in the Class Vehicles will fail due to the Oil Consumption Defect, its false representations regarding the durability, reliability, and safety of the Class Vehicles, and reliance by Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Oil Consumption Defect will cause failure in Class Vehicles, that Class Vehicles do not have the durability, reliability, and/or safety advertised and expected, that the Oil Consumption Defect will cause damage to Class Vehicle engines and engine systems, and that Class members would be required to bear the cost of the damage

to their vehicles. Having volunteered to provide information to Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford truck consumers. Ford represented to Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time before the engines fail due to the Oil Consumption Defect.

804. Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members were harmed and suffered actual damages in the form of the diminished value of their vehicles.

805. As a result of Ford's conduct, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members were harmed and suffered actual damages as a result of Ford's misrepresentations and omissions with regard to their Class

Vehicles' engines because they purchased vehicles which do not perform as advertised.

806. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members suffered and will continue to suffer injury in fact and/or actual damages.

807. Defendant's violations present a continuing risk to Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

808. Ford is liable to Plaintiffs and the Pennsylvania Sub-Class Members for treble their actual damages or \$100, whichever is greater, and attorneys' fees and costs under 73 P.S. § 201-9.2(a). Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members are also entitled to an award of punitive damages given that Defendant's conduct was malicious, wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.

COUNT 33
BREACH OF EXPRESS WARRANTY
13 PA. CONS. STAT. §§ 2313, 2A210

809. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

810. Pennsylvania Plaintiffs bring this cause of action on their own behalf and on behalf of the members of the Pennsylvania Sub-Class.

811. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and a “seller” of motor vehicles under § 2103(a).

812. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

813. The Class Vehicles are and were at all relevant times “goods” within the meaning of 13 Pa. Cons. Stat. § 2105(a) and 2A103(a).

814. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty (“the Warranty”) containing several express warranties described herein, which became a material part of the bargain.

815. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

816. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump,

manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

817. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

818. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members.

819. Plaintiffs relied on Ford’s express Warranty, which was a material part of the bargain, when purchasing or leasing their Class Vehicles.

820. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members.

821. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranty, as they did not cure the defect.

822. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford: falsely informed Pennsylvania Florida Sub-Class Members that there was no problem with their Class Vehicles; performed ineffective or harmful oil servicing; replaced defective components with equally defective components; and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

823. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

824. Moreover, Ford's attempt to disclaim or limit these express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

825. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members. Among other things, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and

Ford knew or should have known that the Class Vehicles were defective at the time of sale.

826. Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members have complied with all obligations under the Warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

827. Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal and external sources.

828. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

829. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

830. As a direct and proximate cause of Ford's breach, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members suffered damages and continue

to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

831. As a direct and proximate result of Ford's breach of the express Warranty, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members have been damaged in an amount to be determined at trial.

COUNT 34
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
13 PA. CONS. STAT. §§ 2314, 2A212

832. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

833. Plaintiffs bring this claim on their own behalf and on behalf of the Pennsylvania Sub-Class.

834. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under 13 Pa. Cons. Stat. §§ 2104 and 2A103(a), and a "seller" of motor vehicles under § 2103(a).

835. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under 13 Pa. Cons. Stat. § 2A103(a).

836. The Class Vehicles are and were at all relevant times "goods" within the meaning of 13 Pa. Cons. Stat. § 2105(a) and 2A103(a).

837. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under 13 Pa. Cons. Stat. §§ 2314 and 2A212.

838. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Ford F-150 trucks to customers through authorized dealers, like those from whom Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members, with no modification to the defective engines.

839. Ford provided Pennsylvania Plaintiffs and Pennsylvania Sub-Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

840. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles

and their engines would be fit for their intended use while the Class Vehicles were being operated.

841. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Pennsylvania Plaintiffs and Pennsylvania Sub-Class Members with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with existence of the Oil Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

842. As a result of Ford's breach of the applicable implied warranties, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

843. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of 13 Pa. Cons. Stat. §§ 2314 and 2A212.

844. Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

845. Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal sources.

846. As a direct and proximate cause of Ford's breach, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

847. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Pennsylvania Plaintiffs and the Pennsylvania Sub-Class Members have been damaged in an amount to be proven at trial.

I. Claims on Behalf of the Texas Sub-Class Represented by Plaintiff Dennis Gabel (“Texas Plaintiff”)

COUNT 35
VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES ACT
CONSUMER PROTECTION ACT
TEXAS BUS. & COM. CODE § 17.41, ET SEQ.

848. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

849. Plaintiff Dennis Gabel (“Texas Plaintiff”) brings this cause of action on his own behalf and on behalf of the members of the Texas Sub-Class.

850. Texas Plaintiff and the Texas Sub-Class Members are individuals, partnerships or corporations with assets of less than \$25 million (or are controlled by corporations or entities with less than \$25 million in assets), see Tex. Bus. & Com. Code § 17.41, and are therefore “consumers” pursuant to Tex. Bus. & Com. Code § 17.45(4).

851. Ford is a “person[s]” within the meaning of Tex. Bus. & Com. Code § 17.45(3).

852. Ford is engaged in “trade” or “commerce” or “consumer transactions” within the meaning Tex. Bus. & Com. Code § 17.46(a).

853. The Texas Deceptive Trade Practices – Consumer Protection Act (“Texas DTPA”) prohibits “false, misleading, or deceptive acts or practices in the conduct of any trade or commerce,” Tex. Bus. & Com. Code § 17.46(a), and an

“unconscionable action or course of action,” which means “an act or practice which, to a consumer’s detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.” Tex. Bus. & Com. Code §§ 17.45(5) and 17.50(a)(3).

854. Ford participated in unfair or deceptive trade practices that violated the Texas DTPA as described below and alleged throughout the Complaint. By failing to disclose the Oil Consumption Defect, by concealing the Oil Consumption Defect, by marketing its vehicles as safe, reliable, durable, efficient, and of high quality, and by presenting itself as a reputable manufacturer that valued safety, performance and efficiency, and stood behind its vehicles after they were sold, Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles. Ford systematically misrepresented, concealed, suppressed, or omitted material facts relating to the Class Vehicles and Oil Consumption Defect in the course of its business.

855. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

856. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or business, were capable of deceiving a substantial portion of the purchasing public, and imposed a serious safety risk on the public.

857. Ford knew that the Class Vehicles and their engines suffered from a defect and were not suitable for their intended use.

858. Ford knew or should have known that its conduct violated the Texas DTPA.

859. Texas Plaintiff and the Texas Sub-Class Members reasonably relied on Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and in the purchase of the Class Vehicles.

860. Had Texas Plaintiff and the Texas Sub-Class Members known that the Class Vehicles would exhibit the Oil Consumption Defect, they would not have purchased or leased the Class Vehicles, or would have paid less for them. Plaintiffs did not receive the benefit of their bargain as a result of Ford's misconduct.

861. Ford owed Texas Plaintiff and the Texas Sub-Class Members a duty to disclose the truth about the Oil Consumption Defect because Ford: (a) possessed exclusive knowledge of the Class Vehicles and the Oil Consumption Defect; (b) intentionally concealed the foregoing from Texas Plaintiff and the Texas Sub-Class Members; and/or (c) made incomplete representations regarding the quality, durability, and safety of the Class Vehicles, while purposefully withholding material

facts from Texas Plaintiff and the Texas Sub-Class Members that contradicted these representations.

862. Due to Ford's specific and superior knowledge that the engines in the Class Vehicles will fail due to the Oil Consumption Defect, its false representations regarding the durability, reliability, efficiency, and safety of the Class Vehicles, and reliance by Texas Plaintiff and the Texas Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Ford F-150 trucks will cause failure in Class Vehicles, that Class Vehicles do not have the durability, reliability, efficiency, and safety advertised or expected, that failure of the Ford F-150 trucks will cause damage to Class Vehicle engines and engine systems, and that Class members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Texas Plaintiff and the Texas Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Texas Plaintiff and the Texas Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford truck consumers. Ford represented to Texas Plaintiff and the Texas Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior characteristics and technology as alleged throughout this

Complaint, when in fact it is only a matter of time before the engines fail due to the Oil Consumption Defect.

863. Texas Plaintiff and the Texas Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Texas Plaintiff and the Texas Sub-Class Members were harmed and suffered actual damages in the form of the diminished value of their vehicles.

864. As a result of Ford's conduct, Texas Plaintiff and the Texas Sub-Class Members were harmed and suffered actual damages as a result of Ford's misrepresentations and omissions with regard to their Class Vehicles' engines because they purchased vehicles which do not perform as advertised.

865. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Texas Plaintiff and the Texas Sub-Class Members suffered and will continue to suffer injury in fact and/or actual damages.

866. Defendant's violations present a continuing risk to Texas Plaintiff and the Texas Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

867. Pursuant to Tex. Bus. & Com. Code § 17.50, Texas Plaintiff and the Texas Sub-Class Members seek an order enjoining Ford unfair and/or deceptive acts or practices, damages, multiple damages for knowing and intentional violations,

pursuant to § 17.50(b)(1), punitive damages, and attorneys' fees, costs, and any other just and proper relief available under the Texas DTPA.

COUNT 36
BREACH OF EXPRESS WARRANTY
TEX. BUS. & COM. CODE §§ 2.313, 2A.210

868. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

869. Texas Plaintiff brings this cause of action on his own behalf and on behalf of the members of the Texas Sub-Class.

870. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under Texas Bus. & Com. Code §§ 2.104(1) and 2A.103(a)(20), and a “seller” of motor vehicles under § 2.103(a)(4).

871. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under Texas Bus. & Com. Code § 2A.103(a)(16).

872. The Class Vehicles are and were at all relevant times “goods” within the meaning of Texas Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

873. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty (“the Warranty”) containing several express warranties described herein, which became a material part of the bargain.

874. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due

to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

875. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

876. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

877. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Texas Plaintiff and the Texas Sub-Class Members.

878. Plaintiffs relied on Ford’s express Warranty, which was a material part of the bargain, when purchasing or leasing their Class Vehicles.

879. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by Texas Plaintiff and the Texas Sub-Class Members.

880. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranty, as they did not cure the defect.

881. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford: falsely informed Texas Sub-Class Members that there was no problem with their Class Vehicles; performed ineffective or harmful oil servicing; replaced defective components with equally defective components; and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

882. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

883. Moreover, Ford's attempt to disclaim or limit the express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

884. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Texas Plaintiff and the Texas Sub-Class Members. Among other things, Texas Plaintiff and the Texas Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

885. Texas Plaintiff and the Texas Sub-Class Members have complied with all obligations under the Warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

886. Texas Plaintiff and the Texas Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Texas Plaintiff and the Texas Sub-Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal and external sources.

887. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

888. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

889. As a direct and proximate cause of Ford's breach, Texas Plaintiff and the Texas Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Texas Plaintiff and the Texas Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

890. As a direct and proximate result of Ford's breach of the express Warranty, Texas Plaintiff and the Texas Sub-Class Members have been damaged in an amount to be determined at trial.

COUNT 37
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
TEX. BUS. & COM. CODE §§ 2.314, 2A.212

891. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

892. Texas Plaintiff brings this cause of action on his own behalf and on behalf of the members of the Texas Sub-Class.

893. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under Texas Bus. & Com. Code §§ 2.104(1) and 2A.103(a)(20), and a “seller” of motor vehicles under § 2.103(a)(4).

894. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under Texas Bus. & Com. Code § 2A.103(a)(16).

895. The Class Vehicles are and were at all relevant times “goods” within the meaning of Texas Bus. & Com. Code §§ 2.105(a) and 2A.103(a)(8).

896. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under Texas Bus. & Com. Code §§ 2.314 and 2A.212

897. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed the Ford F-150 trucks to customers through authorized dealers, like those from whom Texas Plaintiff and the Texas Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to Texas Plaintiff and the Texas Sub-Class Members, with no modification to the defective engines.

898. Ford provided Texas Plaintiff and Texas Sub-Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

899. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

900. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing Texas Plaintiff and Texas Sub-Class Members with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with the existence of the Oil Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

901. As a result of Ford's breach of the applicable implied warranties, Texas Plaintiff and the Texas Sub-Class Members of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, Texas Plaintiff and the

Texas Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

902. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of Texas Bus. & Com. Code §§ 2.314 and 2A.212

903. Texas Plaintiff and the Texas Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

904. Texas Plaintiff and the Texas Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from Texas Plaintiff and the Texas Sub-Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal sources.

905. As a direct and proximate cause of Ford's breach, Texas Plaintiff and the Texas Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Texas Plaintiff and the Texas Sub-Class

Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

906. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Texas Plaintiff and the Texas Sub-Class Members have been damaged in an amount to be proven at trial.

J. Claims on Behalf of the West Virginia Sub-Class Represented by Plaintiff Thermon Stacy ("West Virginia Plaintiff")

COUNT 38
BREACH OF EXPRESS WARRANTY
W. VA. CODE §§ 46-2-313, 46A-6A-2, ET SEQ.

907. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

908. Plaintiff Thermon Stacy ("West Virginia Plaintiff") brings this cause of action on his own behalf and on behalf of the members of the West Virginia Sub-Class.

909. Ford provided all purchasers and lessees of the Class Vehicles with a New Vehicle Limited Warranty ("the Warranty") containing several express warranties described herein, which became a part of the basis of the bargain.

910. In the Bumper-to-Bumper Warranty, Ford agreed to repair, replace, or adjust all parts on the Class Vehicles that malfunction or fail during normal use due to a manufacturing defect in factory-supplied materials or factory workmanship for a period of up to 3 years or 36,000 miles, whichever comes first.

911. Furthermore, under the Powertrain Component of the Warranty, Ford expressly warranted the powertrain components listed therein, including the “Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and baskets, engine thermostat, engine thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump.” Under the Warranty these systems and parts are covered for up to 5 years or 60,000 miles, whichever comes first, for Class Vehicles.

912. Ford manufactured and/or installed all parts, including engine parts, in the Class Vehicles; thus, the Class Vehicles and their component parts are covered by the express Warranty.

913. The Oil Consumption Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to West Virginia Plaintiff and the West Virginia Sub-Class.

914. West Virginia Plaintiff and the West Virginia Sub-Class relied on Ford’s express Warranty, which was a part of the basis of the bargain, when purchasing or leasing their Class Vehicles.

915. Under the express Warranty, Ford was obligated to correct the Oil Consumption Defect in the vehicles owned or leased by West Virginia Plaintiff and the West Virginia Sub-Class.

916. Although Ford was obligated to correct the Oil Consumption Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranty, as they did not cure the defect.

917. Ford breached the express Warranty by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranty, Ford: falsely informed West Virginia Plaintiff and the West Virginia Sub-Class Members that there was no problem with their Class Vehicles; performed ineffective or harmful oil servicing; replaced defective components with equally defective components; and re-calibrated or replaced original factory-installed equipment in an effort to hide evidence of the defect. Ford did not, however, actually repair the Class Vehicles.

918. Ford and its agent dealers have failed and refused to conform the F-150 engine to the express Warranty. Ford's conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

919. Ford's attempt to disclaim or limit the express Warranty vis-à-vis consumers is unenforceable under W. Va. Code § 46A-6-107(a).

920. Moreover, Ford's attempt to disclaim or limit these express Warranty vis-à-vis consumers is unconscionable and unenforceable under the circumstances

here. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

921. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect West Virginia Plaintiff and the West Virginia Sub-Class Members. Among other things, West Virginia Plaintiff and the West Virginia Sub-Class Members had no meaningful choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale.

922. West Virginia Plaintiff and the West Virginia Sub-Class Members have complied with all obligations under the Warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

923. West Virginia Plaintiff and the West Virginia Sub-Class were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from West Virginia Plaintiff and the West Virginia Sub-Class Members, from repairs and/or replacements of F-150 engines or components thereof, and through other internal and external sources.

924. Because Ford, through its conduct and exemplified by its own service bulletins, has attempted to repair the Oil Consumption Defect under warranty, Ford cannot now deny that the Warranty covers the Oil Consumption Defect.

925. Because Ford has not been able to remedy the Oil Consumption Defect, any limitation on remedies included in the Warranty causes the Warranty to fail its essential purpose, rendering such limitation null and void.

926. As a direct and proximate cause of Ford's breach West Virginia Plaintiff and the West Virginia Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, West Virginia Plaintiff and the West Virginia Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

927. Ford's breach of the express Warranty was a substantial factor in causing, and a direct and proximate cause of, damages to West Virginia Plaintiff and the West Virginia Sub-Class Members.

928. West Virginia Plaintiff and the West Virginia Sub-Class Members are thus entitled to damages in an amount to be determined at trial, as well as attorneys' fees and all other available relief.

COUNT 39
BREACH OF THE IMPLIED WARRANTY OF MERCHANTABILITY
W. VA. CODE § 46-2-314

929. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

930. West Virginia Plaintiff brings this cause of action on his own behalf and on behalf of the members of the West Virginia Sub-Class.

931. Ford is and was at all relevant times a “[m]erchant” with respect to motor vehicles under W. Va. Code § 46-2-104(1) and a “[s]eller” of motor vehicles under § 46-2-103(1)(d).

932. The Class Vehicles are and were at all relevant times “[g]oods” within the meaning of W. Va. Code § 46-2-105(1).

933. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under W. Va. Code § 46-2-314.

934. Ford was in the business of selling Class Vehicles, and by its occupation held itself out as having special knowledge or skill regarding the Class Vehicles.

935. Ford knew or had reason to know of the specific use for which the Class Vehicles were purchased or leased. Ford directly sold and marketed Ford F-150 trucks to customers through authorized dealers, like those from whom West Virginia Plaintiff and the West Virginia Sub-Class Members bought or leased their vehicles,

for the intended purpose of consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from the authorized dealers to West Virginia Plaintiff and the West Virginia Sub-Class Members, with no modification to the defective engines.

936. Ford provided West Virginia Plaintiff and the West Virginia Sub-Class Members with an implied warranty that the Class Vehicles and their components and parts are merchantable and fit for the ordinary purposes for which they were sold.

937. This implied warranty included, among other things: (i) a warranty that the Class Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation as well as carrying, hauling, and towing heavy loads; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use while the Class Vehicles were being operated.

938. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and intended purpose of providing West Virginia Plaintiff and the West Virginia Sub-Class with reliable, durable, and safe transportation, hauling, and towing. Instead, the Class Vehicles are defective, beginning with the existence of the Oil

Consumption Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

939. As a result of Ford's breach of the applicable implied warranties, West Virginia Plaintiff and the West Virginia Sub-Class suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Oil Consumption Defect, West Virginia Plaintiff and the West Virginia Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components and vehicle systems are substantially certain to fail before their expected useful life has run.

940. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of W. Va. Code § 46-2-314.

941. West Virginia Plaintiff and the West Virginia Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

942. West Virginia Plaintiff and the West Virginia Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would have been futile. Ford was also on notice of the Oil Consumption Defect from the complaints and service requests it received from West Virginia Plaintiff and the West Virginia Sub-Class Members,

from repairs and/or replacements of F-150 engines or components thereof, and through other internal sources.

943. As a direct and proximate cause of Ford's breach, West Virginia Plaintiff and the West Virginia Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, West Virginia Plaintiff and the West Virginia Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

944. Ford's breach of the implied warranty of merchantability was a substantial factor in causing, and a direct and proximate cause of, damages to West Virginia Plaintiff and the West Virginia Sub-Class Members, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Classes defined above, respectfully request that the Court enter judgment against Ford and award the following relief:

A. Certification of this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, declaring Plaintiffs as the representatives of the Classes, and Plaintiffs' counsel as counsel for the Classes;

B. An order enjoining Ford from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint, including, without limitation, an order that requires Ford to:

1. repair, recall, and/or replace the Class Vehicles,
2. to extend the applicable warranties to a reasonable period of time and to so notify the Classes,
3. to stop selling Class Vehicles with the misleading information and omissions and Oil Consumption Defect, and
4. at a minimum, to provide Plaintiffs and Class members with appropriate curative notice regarding the existence and cause of the Oil Consumption Defect;

C. An order granting declaratory relief, including without limitation, a declaration:

1. requiring Ford to comply with the various provisions of law cited above and to make all required disclosures;
2. stating that Ford is financially responsible for all Class notice and the administration of Class relief;

D. An award of appropriate damages to repair or replace the Class Vehicles, including damages for economic loss including loss of the benefit of the bargain, overpayment damages, diminished value and out-of-pocket losses;

E. An order requiring disgorgement, for the benefit of the Class, the ill-gotten profits Ford received from the sale or lease of the Class Vehicles, or full restitution to Plaintiffs and members of the Classes;

- F. An order awarding any applicable statutory damages, civil penalties, and punitive and exemplary damages;
- G. An award of costs, expenses, and attorneys' fees;
- H. An order requiring Ford to pay both pre- and post-judgment interest on any amounts awarded;
- I. Such other or further relief as the Court may deem just and proper.

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38, Plaintiffs demand a jury trial on all issues so triable.

Dated: May 3, 2021

Respectfully submitted,

s/ E. Powell Miller

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