

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

DAVID BREWER, RYAN COMBS,
VICTOR PEREZ, HAROLD BROWER,
KYLE MANNION, GERALD O'HARA,
NICHOLAS LEONARDI, DEAN KRINER,
and JAMES WILLIAMS, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

FORD MOTOR COMPANY, a Delaware
corporation,

Defendant.

No.

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

TABLE OF CONTENTS

	<u>Page</u>
I. INTRODUCTION	1
II. JURISDICTION	7
III. VENUE.....	9
IV. PARTIES	9
A. Plaintiff.....	9
1. Victor Perez – California	9
2. Harold Brower – California	11
3. Kyle Mannion – Florida.....	13
4. Gerald O’Hara – Florida	14
5. Ryan Combs – Kentucky	16
6. Nicholas Leonardi – Michigan.....	18
7. Dean Kriner – New Jersey	19
8. James Williams – Tennessee	21
9. David Brewer – Texas	23
B. Defendant	24
1. Ford Motor Company	24
V. FACTUAL ALLEGATIONS	25
A. Coastdown testing	25
B. The coastdown results are used to create fuel economy information posted on vehicles’ windows and used in advertising.	28
C. Ford admits improper coastdown testing.	33
1. 2019 Ranger	33
D. CAFE standards provide manufacturers with credits for low emissions.	37
E. Criminal investigation	43

- F. Mechanism of coastdown cheating 44
- G. F-150 test results 48
- H. Ford’s History of Cheating..... 57
- I. Ford advertising for the Ranger emphasizes fuel economy. 59
- J. Ford promotes the F-150 as best in class for fuel economy or publishes MPG estimates to beat its competition..... 60
- K. Economic harm..... 69
- VI. TOLLING OF THE STATUTE OF LIMITATIONS 69
 - A. Discovery rule tolling..... 69
 - B. Fraudulent concealment tolling..... 70
 - C. Estoppel..... 71
- VII. CLASS ALLEGATIONS 71
 - COUNT 1 VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW (CAL. BUS. & PROF. CODE § 17200 *ET SEQ.*)..... 75
 - COUNT 2 VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW (CAL. BUS. & PROF. CODE § 17500 *ET SEQ.*)..... 79
 - COUNT 3 BREACH OF CONTRACT (BASED ON CALIFORNIA LAW)..... 82
 - COUNT 4 FRAUDULENT CONCEALMENT (BASED ON CALIFORNIA LAW)..... 84
 - COUNT 5 VIOLATIONS OF THE FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT (FLA. STAT. § 501.201 *ET SEQ.*)..... 89
 - COUNT 6 BREACH OF CONTRACT (BASED ON FLORIDA LAW)..... 93
 - COUNT 7 FRAUDULENT CONCEALMENT (BASED ON FLORIDA LAW)..... 94
 - COUNT 8 VIOLATIONS OF THE KENTUCKY CONSUMER PROTECTION ACT (KY. REV. STAT. § 367.110 *ET SEQ.*)..... 99
 - COUNT 9 VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT (N.J. STAT. ANN. § 56:8-1 *ET SEQ.*) 103

COUNT 10 BREACH OF CONTRACT (BASED ON NEW JERSEY LAW)..... 104

COUNT 11 FRAUDULENT CONCEALMENT (BASED ON NEW JERSEY LAW)..... 106

COUNT 12 VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT (TEX. BUS. & COM. CODE § 17.4 *ET SEQ.*)..... 111

COUNT 13 VIOLATION OF THE ALABAMA DECEPTIVE TRADE PRACTICES ACT (ALA. CODE § 8-19-1 *ET SEQ.*)..... 115

COUNT 14 VIOLATION OF THE ALASKA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT (ALASKA STAT. ANN. § 45.50.471 *ET SEQ.*) 117

COUNT 15 VIOLATION OF THE ARIZONA CONSUMER FRAUD ACT (ARIZONA REV. STAT. § 44-1521 *ET SEQ.*) 118

COUNT 16 VIOLATION OF THE ARKANSAS DECEPTIVE TRADE PRACTICES ACT (ARK. CODE ANN. § 4-88-101 *ET SEQ.*)..... 120

COUNT 17 VIOLATION OF THE GEORGIA FAIR BUSINESS PRACTICES ACT (GA. CODE ANN. § 10-1-390 *ET SEQ.*)..... 121

COUNT 18 VIOLATION OF THE GEORGIA UNIFORM DECEPTIVE TRADE PRACTICES ACT (GA. CODE ANN § 10-1-370 *ET SEQ.*) 123

COUNT 19 VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 ILCS 505/1, *ET SEQ.* AND 720 ILCS 295/1A) 124

COUNT 20 BREACH OF CONTRACT (BASED ON ILLINOIS LAW)..... 128

COUNT 21 FRAUDULENT CONCEALMENT (BASED ON ILLINOIS LAW)..... 129

COUNT 22 VIOLATION OF THE MASSACHUSETTS GENERAL LAW CHAPTER 93(A) (MASS. GEN. LAWS CH. 93A, § 1, *ET SEQ.*)..... 134

COUNT 23 FRAUD BY CONCEALMENT (BASED ON NEW JERSEY LAW)..... 134

COUNT 24 VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW (N.Y. GEN. BUS. LAW §§ 349–350) 137

COUNT 25 VIOLATION OF THE OKLAHOMA CONSUMER PROTECTION ACT (OKLA. STAT. TIT. 15, § 751 *ET SEQ.*)..... 138

COUNT 26 VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (73 PA. CONS. STAT. § 201-1 *ET SEQ.*) 140

COUNT 27 VIOLATION OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT (S.C. CODE ANN. § 39-5-10 *ET SEQ.*)..... 141

COUNT 28 VIOLATION OF THE UTAH CONSUMER SALE PRACTICES ACT (UTAH CODE ANN. § 13-11-1 *ET SEQ.*) 142

COUNT 29 VIOLATION OF THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT (W. VA. CODE § 46A-1-101 *ET SEQ.*)..... 143

 A. Claims brought on behalf of the other state classes 146

COUNT 30 VIOLATION OF THE COLORADO CONSUMER PROTECTION ACT (COLO. REV. STAT. § 6-1-101 *ET SEQ.*)..... 146

COUNT 31 VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (CONN. GEN. STAT. § 42-110A *ET SEQ.*)..... 147

COUNT 32 VIOLATION OF THE DELAWARE CONSUMER FRAUD ACT (DEL. CODE TIT. 6, § 2513 *ET SEQ.*)..... 148

COUNT 33 VIOLATION OF THE HAWAII ACT § 480-2(A) (HAW. REV. STAT. § 480 *ET SEQ.*)..... 149

COUNT 34 VIOLATION OF THE IDAHO CONSUMER PROTECTION ACT (IDAHO CODE ANN. § 48-601 *ET SEQ.*)..... 151

COUNT 35 VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT (IND. CODE § 24-5-0.5-3)..... 152

COUNT 36 VIOLATION OF THE IOWA PRIVATE RIGHT OF ACTION FOR CONSUMER FRAUDS ACT (IOWA CODE § 714H.1 *ET SEQ.*)..... 154

COUNT 37 VIOLATION OF THE KANSAS CONSUMER PROTECTION ACT (KAN. STAT. ANN. § 50-623 *ET SEQ.*)..... 155

COUNT 38 VIOLATION OF THE LOUISIANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION LAW (LA. REV. STAT. § 51:1401 *ET SEQ.*)..... 157

COUNT 39 FRAUDULENT CONCEALMENT (BASED ON LOUISIANA LAW) 159

COUNT 40 VIOLATION OF THE MAINE UNFAIR TRADE PRACTICES ACT (ME. REV. STAT. ANN. TIT. 5, § 205-A *ET SEQ.*)..... 160

COUNT 41 VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT (MD. CODE ANN., COM. LAW § 13-101 *ET SEQ.*)..... 161

COUNT 42 VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT (MICH. COMP. LAWS § 445.903 *ET SEQ.*)..... 162

COUNT 43 VIOLATION OF THE MINNESOTA PREVENTION OF CONSUMER FRAUD ACT (MINN. STAT. § 325F.68 *ET SEQ.*)..... 164

COUNT 44 VIOLATION OF THE MINNESOTA DECEPTIVE TRADE PRACTICES ACT (MINN. STAT. § 325D.43-48 *ET SEQ.*)..... 165

COUNT 45 VIOLATION OF THE MISSISSIPPI CONSUMER PROTECTION ACT (MISS. CODE. ANN. § 75-24-1 *ET SEQ.*)..... 166

COUNT 46 VIOLATION OF THE MONTANA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT OF 1973 (MONT. CODE ANN. § 30-14-101 *ET SEQ.*) 167

COUNT 47 VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT (NEB. REV. STAT. § 59-1601 *ET SEQ.*)..... 168

COUNT 48 VIOLATION OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT (NEV. REV. STAT. § 598.0903 *ET SEQ.*) 169

COUNT 49 VIOLATION OF THE NEW HAMPSHIRE CONSUMER PROTECTION ACT (N.H. REV. STAT. ANN. § 358-A:1 *ET SEQ.*)..... 171

COUNT 50 VIOLATION OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT (N.M. STAT. ANN. § 57-12-1 *ET SEQ.*)..... 172

COUNT 51 VIOLATION OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE ACTS AND PRACTICES ACT (N.C. GEN. STAT. § 75-1.1 *ET SEQ.*) 173

COUNT 52 VIOLATION OF THE NORTH DAKOTA CONSUMER FRAUD ACT (N.D. CENT. CODE § 51-15-02)..... 174

COUNT 53 VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT (OHIO REV. CODE ANN. § 1345.01 *ET SEQ.*)..... 175

COUNT 54 VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES ACT (OR. REV. STAT. § 646.605 *ET SEQ.*) 178

COUNT 55 VIOLATION OF THE RHODE ISLAND UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT (R.I. GEN. LAWS § 6-13.1 *ET SEQ.*)..... 179

COUNT 56 VIOLATION OF THE SOUTH DAKOTA DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION LAW (S.D. CODIFIED LAWS § 37-24-6)..... 180

COUNT 57 VIOLATION OF THE VERMONT CONSUMER FRAUD ACT (VT. STAT. ANN. TIT. 9, § 2451 *ET SEQ.*) 181

COUNT 58 VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT (VA. CODE ANN. § 59.1-196 *ET SEQ.*)..... 182

COUNT 59 VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (WASH. REV. CODE ANN. § 19.86.010 *ET SEQ.*)..... 183

COUNT 60 VIOLATION OF THE WISCONSIN DECEPTIVE TRADE PRACTICES ACT (WIS. STAT. § 110.18)..... 184

COUNT 61 VIOLATION OF THE WYOMING CONSUMER PROTECTION ACT (WYO. STAT. § 40-12-105 *ET SEQ.*)..... 185

COUNT 62 BREACH OF EXPRESS WARRANTY 186

COUNT 63 FRAUD 187

COUNT 64 NEGLIGENT MISREPRESENTATION..... 188

COUNT 65 UNJUST ENRICHMENT..... 188

REQUEST FOR RELIEF 189

DEMAND FOR JURY TRIAL 190

Plaintiffs, David Brewer, Ryan Combs, Victor Perez, Kyle Mannion, Gerald O’Hara, Dean Kriner, Harold Brower, Nicholas Leonardi, and James Williams, individually and on behalf of all others similarly situated (the “Class”), allege the following based upon the investigation of counsel, the review of scientific papers, and the proprietary investigation of experts.

I. INTRODUCTION

1. Plaintiffs bring this class action for a Class defined as:

All persons who purchased or leased a Ford vehicle whose published EPA fuel economy ratings, as printed on the vehicles’ window sticker, were more than the fuel economy rating produced by a properly conducted applicable federal mileage test. The vehicles in the Class include but are not limited to the model year 2019 Ford Ranger and the 2018 and 2019 Ford F-150.

2. These vehicles are hereinafter referred to as the “Coastdown Cheating Vehicles” and include the 2019 Ford Ranger Truck and the 2018-2019 F-150 series trucks, and likely also include other Ford vehicles.

3. A Coastdown test is a procedure that determines metrics used to calculate a vehicle’s fuel economy values or “MPG Rating.” Coastdown testing tells a manufacturer how much rolling resistance and drag a vehicle has, so that when a vehicle is testing on a dynamometer, as required by regulations, the manufacturer knows how much drag and rolling resistance to apply to the vehicle to simulate the road.

4. Ford fudged its coastdown testing and used inaccurate drag and resistance figures to boost the vehicles' EPA mileage ratings.

5. On the window sticker of every Ford F-150 and Ford Ranger are EPA-required indications of fuel economy including city and highway mileage, miles per gallon, and a combined city and highway miles per gallon statement. Ford knows that fuel economy is material to consumers.

6. Testing of the 2018 F-150 using the mandated coastdown procedure reveals that Ford did not follow appropriate coastdown testing procedures. The window sticker or "Monroney sticker" for a Ford F-150 V6 indicates mileage of 20 city, 26 highway, and 22 combined. Accurate coastdown testing of a 2018 Ford F-150 V6 reveals the following: The real highway fuel number is 22.7 MPG compared to 26.6 reported by Ford to the EPA. For city driving it is 17.7 MPG compared to 19.6 reported to the EPA. So the highway fuel difference is 15% and the city difference 10%. Assuming the lifetime of a truck is 150,000 miles, at the real city miles per gallon rates. City driving would consume an extra 821 gallons over the lifetime of the truck, or at \$2.79 national average fuel price, an extra \$2,290 in fuel costs over Ford's reported miles per gallon. The highway extra fuel (extra means real MPG versus Ford's reported MPG) is 968 gallons or \$2,700.

7. If one rounds to the Monroney sticker numbers, the math on real mileage versus Ford's reported mileage is as follows:

Sticker Reported City Mileage:	20	Real City Mileage:	18
Sticker Reported Highway Mileage:	25	Real Highway Mileage:	23
Sticker Reported Combined Mileage:	22	Real Combined Mileage:	21

So there is an overstatement of 10% on city mileage and 8% on highway. That results in increased fuel costs of an extra \$2,324 in city driving fuel costs, and \$1,453 in highway driving fuel costs over the life of the vehicle.

8. These are material differences as manufacturers fight for every 1/10th of a difference in miles per gallon both to attract customers and to earn credits under the applicable environmental emissions regulations.

9. Looking at the 2018 sales of F-150s and assuming that 70% are V6 F-150s, there were 636,000 trucks sold. Total additional fuel cost for that one model year over the life of the vehicle would be \$1,478,700,000 for the city fuel rating, \$1,335,282,936 for the highway rating or \$1,209,845,455 for the combined rating. This is damages as measured by extra fuel costs just for the 2018 Model Year for the V6 model alone.

10. Ford's motives in overstating vehicle miles per gallon were (1) to advertise the vehicles as "Best in Class" for fuel economy or to advertise a fuel economy that would beat the competition and/or be attractive to consumers, (2) to attract customers based on fuel economy ratings, and (3) less fuel burned means less emissions, and therefore more credits for Ford under the U.S. CAFE environmental regulations.

11. Ford has admitted that its newest model of truck, the 2019 Ranger, is just the first model that is being investigated by the government for improper coastdown testing. As explained herein, plaintiffs' testing of the 2018 F-150 reveals similar coastdown cheating.

12. There is no reason to assume Ford overstated mileage on just the V6 model 2018 F-150. Ford sold over 1 million 2018 F-150s. The extra fuel costs, with the same assumptions above, for all 2018 F-150s is \$2.32 billion for city driving, \$2.09 billion highway, and \$1.9 billion combined. The F-150 2019 is virtually identical in engine and body configuration. So it is plausible the 2019 coastdown figures are also overstated.

13. Ford deliberately misrepresented or miscalculated certain road testing factors during internal vehicle testing processes in order to report that its vehicles were more fuel efficient than they actually were. In particular, Ford miscalculated something called "Road Load," which is the force that is imparted on a vehicle while driving at a constant speed over a smooth, level surface from sources such as tire rolling resistance, driveline losses, and aerodynamic drag.¹ Ford's internal lab tests did not account for these forces, which lead to better—and entirely inaccurate—fuel economy projections.

¹ See Exhibit 1, https://iaspub.epa.gov/otaqpub/display_file.jsp?docid=34102&flag=1.

14. Despite Ford’s own employees questioning its testing practices and the calculations that Ford was utilizing for fuel economy ratings, at least by September 2018,² Ford took no action to correct the problems, nor to alert consumers that their test methods were flawed and that consumers would not get the promised fuel economy.

15. With respect to its 2019 Ford Ranger, Ford promised that its midsize truck “will deliver with durability, capability and fuel efficiency, while also providing in-city maneuverability and the freedom desired by many midsize pickup truck buyers to go off the grid.”³ Ford also claimed that its “All-New Ford Ranger [was] Rated Most Fuel Efficient Gas-Powered Midsize Pickup in America.”⁴ “With EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mpg combined, 2019 Ford Ranger is the most fuel efficient gas-powered midsize pickup in America.”⁵ Ford claimed the 2019 Ranger “is the no-compromise choice for power, technology, capability, and efficiency whether the

² Exhibit 2, <https://www.nytimes.com/2019/02/21/business/ford-emissions.html?module=inline>.

³ Exhibit 3, Statement from Todd Eckert, Ford Truck Group’s Marketing Manager, <https://thenewswheel.com/2019-ford-ranger-most-fuel-efficient/>.

⁴ Exhibit 4, <https://media.ford.com/content/fordmedia/fna/us/en/news/2018/12/11/ford-ranger-rated-most-fuel-efficient-gas-powered-midsize-pickup.html>.

⁵ *Id.*

path is on road or off.”⁶ Ford knew that to sell the Ranger, it had to tout it had fuel efficiency, and this promise was material to consumers.

16. There is no question that Ford used the fuel efficiency ratings as a selling tool to entice consumers into purchasing the 2019 Ford Ranger. Indeed, Ford promised that “[t]he adventure-ready 2019 Ford Ranger is the most fuel-efficient gas-powered midsize pickup in America—providing a superior EPA-estimated city fuel economy rating and an unsurpassed EPA-estimated combined fuel economy rating versus the competition. The all-new Ranger has earned EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mpg combined for 4x2 trucks.”⁷ Ford claimed that “[t]his is the best-in-class EPA-estimated city fuel economy rating of any gasoline-powered four-wheel-drive midsize pickup and it is an unsurpassed EPA-estimated combined fuel economy rating.”⁸

17. Fuel economy was also used as a tool to entice customers to buy the Ford F-150. Ford promised that certain of 2018 F-150s were “best in class” for fuel economy, or promised certain city, highway and combined fuel miles per gallon for other F-150 models that were robust enough that Ford believed would make them attractive to consumers.

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

18. In contrast to Ford's promises, as noted above, scientifically valid testing has revealed that the vehicles (i) are not as fuel efficient as promised; (ii) are not what a reasonable consumer would expect; and (iii) are not what Ford had advertised. Further, the vehicles' promised power, fuel economy and efficiency, and towing capacity is obtained only by altering the testing calculations.

19. Ford's representations are deceptive and false, and Ford sold its 2019 Ford Rangers and 2018-19 F-150 models while omitting information that would be material to a reasonable consumer, namely that Ford miscalculated factors during internal vehicle testing processes in order to report that its vehicles were more fuel efficient than they actually were, and discounting common real-world driving conditions.

20. Plaintiffs bring this action individually and on behalf of all other current and former owners or lessees of the Coastdown Cheating Vehicles. Plaintiffs seek damages, injunctive relief, and equitable relief for Ford's misconduct related to the design, manufacture, marketing, sale, and lease of the Coastdown Cheating Vehicles, as alleged in this Complaint.

II. JURISDICTION

21. This Court has subject matter jurisdiction over this action under 28 U.S.C. § 1332 because Plaintiffs and Defendants reside in different states. The

Court has supplemental jurisdiction over Plaintiffs' state law claims under 28 U.S.C. § 1367.

22. This Court also has original jurisdiction over this lawsuit pursuant to 28 U.S.C. § 1332(a)(1), as modified by the Class Action Fairness Act of 2005, because Plaintiffs and Defendants are citizens of different states; there are more than 100 members of the Class (as defined herein); the aggregate amount in controversy exceeds \$5 million, exclusive of attorneys' fees, interest, and costs; and Class members reside across the United States. The citizenship of each party is described further below in the "Parties" section.

23. 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 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 Coastdown Cheating Vehicles ended up on this state's roads and in dozens of franchise dealerships.

III. VENUE

24. Venue is proper in this Court under 28 U.S.C. § 1391 because (i) Ford conducts substantial business in this District and has intentionally availed itself of the laws and markets of the United States and this District; and/or (ii) many of the acts and transactions giving rise to this action occurred in this District, including, *inter alia*, Ford's decision-making, design, promotion, marketing, and distribution of the Coastdown Cheating Vehicles occurred in this District. Ford has its headquarters and sells a substantial number of automobiles in this District, has dealerships located throughout this District, and the misconduct occurred, in part, in this District. Venue is also proper under 18 U.S.C. § 1965(a) because Ford is subject to personal jurisdiction in this District, as alleged in the preceding paragraph, and Ford has agents located in this District.

IV. PARTIES

A. Plaintiff

1. Victor Perez – California

25. Plaintiff Victor Perez is a California citizen and resident of El Centro, California, located in Imperial County. On or about February 16, 2019, he purchased a new 2019 Ford Ranger pickup, paying approximately \$40,000. Mr. Perez compared the alleged fuel efficiency of the Ranger with other similar trucks and selected the Ranger truck based on Ford's representations about the vehicle's fuel efficiency.

26. Plaintiff Perez purchased the new 2019 Ranger, with VIN 1FTER4EH0KLA05637, from El Centro Motors, an authorized Ford dealership located in El Centro, California. Plaintiff Perez purchased and still owns this vehicle. Unbeknownst to Plaintiff Perez at the time the vehicle was purchased, it consumes more fuel than advertised.

27. Upon information and belief, the vehicle is also equipped with a cheat device, a computer that misrepresents the mileage displayed on the trip meter. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Plaintiff Perez to suffer out-of-pocket loss in the form of overpayment at the time of purchase, in addition to added fuel costs.

28. Ford knew about the inaccurate fuel economy representations, computer model, physical test cheating, and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Plaintiff Perez, so he purchased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the competition, and would retain all of its promised fuel economy and performance throughout its useful life.

29. Plaintiff Perez selected and ultimately purchased his vehicle, in part, because of the stated "best in class" fuel economy. Had Ford disclosed the true fuel economy and dubious certifications of the vehicle, Plaintiff Perez would not

have purchased the vehicle or would have paid less for it. Plaintiff Perez and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations. Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff Perez or Class members of the existence of a fuel economy cheat device or the true fuel economy of the Coastdown Cheating Vehicles prior to purchase.

2. Harold Brower – California

30. Plaintiff Harold Brower is a California citizen and resident of Escondido, California, located in San Diego County. In February 2019, he leased a new 2019 Ford F-150 pickup. Prior to leasing the F-150, Mr. Brower compared the alleged fuel efficiency of the F-150 with other similar trucks, including the Ram and Silverado. Mr. Brower selected the F-150 truck based on Ford's representations on the window sticker about the vehicle's fuel efficiency, namely that the F-150 was more fuel efficient than the Ram and the Silverado.

31. Plaintiff Brower leased the new 2019 F-150, with VIN 1FTEW1CP5KFA17590, from Penske La Mesa Ford, an authorized Ford dealership located in La Mesa, California. Plaintiff is still leasing this vehicle. Unbeknownst to Plaintiff at the time the vehicle was leased, it consumes more fuel than advertised.

32. Upon information and belief, the vehicle is also equipped with a cheat device, a computer that misrepresents the mileage displayed on the trip meter. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Plaintiff Brower to suffer out-of-pocket loss in the form of overpayment at the time of lease, in addition to added fuel costs.

33. Ford knew about or recklessly disregarded the inaccurate fuel economy representations, computer model, physical test cheating, and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Plaintiff Brower, so he leased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the competition, and would retain all of its promised fuel economy and performance throughout its useful life.

34. Plaintiff Brower selected and ultimately leased his vehicle, in part, because of the stated fuel economy. Had Ford disclosed the true fuel economy and dubious certifications of the vehicle, Plaintiff Brower would not have leased the vehicle or would have paid less for it. Plaintiff Brower and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations. Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff Brower or Class members of the existence of a

fuel economy cheat device or the true fuel economy of the Coastdown Cheating Vehicles prior to their lease or purchase.

3. Kyle Mannion – Florida

35. Plaintiff Kyle Mannion is a Florida citizen and resident of Winter Haven, Florida. On or about September 24, 2018, he purchased a new 2018 Ford F-150 pickup paying approximately \$43,000. Mr. Mannion compared the alleged fuel efficiency of the 2018 F-150 with other similar trucks and selected the 2018 F-150 truck based in part on Ford's representations about the vehicle's fuel efficiency. Mr. Mannion purchased the new 2018 F-150 with VIN 1FTEX1CPXJFC24133, from Jarret Gordon Ford, an authorized Ford dealership located in Winter Haven, Florida. Mr. Mannion purchased and still owns this vehicle. Unbeknownst to Mr. Mannion at the time the vehicle was purchased, it consumes more fuel than advertised. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Mr. Mannion to suffer out-of-pocket loss in the form of overpayment at the time of purchase, in addition to added fuel costs. Ford knew about, or recklessly disregarded, the inaccurate fuel economy representations and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Mr. Mannion, so he purchased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the

competition, was properly EPA-certified, and would retain all of its promised fuel economy and performance throughout its useful life. Mr. Mannion selected and ultimately purchased his vehicle, in part, because of the stated fuel economy, as represented through advertisements and representations made by Ford. Mr. Mannion recalls that before he purchased the 2018 F-150, he saw representations about the vehicle's performance, including its fuel economy, on Ford's website and on the vehicle's window sticker. Had Ford disclosed the true fuel economy and dubious certifications of the vehicle, Mr. Mannion would not have purchased the vehicle or would have paid less for it. Mr. Mannion and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations, including, but not limited to a high premium for exaggerated fuel economy, and out-of-pocket losses by overpaying for the vehicles at the time of purchase and added fuel costs. Neither Ford nor any of its agents, dealers, or other representatives informed Mr. Mannion or Class members of the true fuel economy of the Coastdown Cheating Vehicles prior to purchase.

4. Gerald O'Hara – Florida

36. Plaintiff Gerald O'Hara is a Florida citizen and resident of Spring Hill, Florida. On or about February 17, 2018, he purchased a new 2018 Ford F-150 pickup paying approximately \$54,000. Mr. O'Hara compared the alleged fuel efficiency of the 2018 F-150 with other similar trucks and selected the 2018 F-150

truck based in part on Ford's representations about the vehicle's fuel efficiency. Mr. O'Hara purchased the new 2018 F-150 from an authorized Ford dealership located in Port Richey, Florida. Mr. O'Hara purchased and still owns this vehicle. Unbeknownst to Mr. O'Hara at the time the vehicle was purchased, it consumes more fuel than advertised. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Mr. O'Hara to suffer out-of-pocket loss in the form of overpayment at the time of purchase, in addition to added fuel costs. Ford knew about, or recklessly disregarded, the inaccurate fuel economy representations and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Mr. O'Hara, so he purchased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the competition, was properly EPA-certified, and would retain all of its promised fuel economy and performance throughout its useful life. Mr. O'Hara selected and ultimately purchased his vehicle, in part, because of the stated fuel economy, as represented through advertisements and representations made by Ford. Mr. O'Hara recalls that before he purchased the 2018 F-150, he saw representations about the vehicle's performance, including its fuel economy, on Ford's website and on the vehicle's window sticker. Had Ford disclosed the true fuel economy and dubious certifications of the vehicle, Mr. O'Hara would not have purchased the vehicle or

would have paid less for it. Mr. O'Hara and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations, including, but not limited to a high premium for exaggerated fuel economy, and out-of-pocket losses by overpaying for the vehicles at the time of purchase and added fuel costs. Neither Ford nor any of its agents, dealers, or other representatives informed Mr. O'Hara or Class members of the true fuel economy of the Coastdown Cheating Vehicles prior to purchase.

5. Ryan Combs – Kentucky

37. Plaintiff Ryan Combs is a Kentucky citizen and resident of Lexington, Kentucky located in Fayette County. On or about May 11, 2009, he purchased a new 2019 Ford Ranger pickup, paying approximately \$36,000. Mr. Combs compared the alleged fuel efficiency of the Ranger with other similar trucks and selected the Ranger truck based on Ford's representations about the vehicle's fuel efficiency.

38. Plaintiff Combs purchased the new 2019 Ranger, with VIN 1FTER4FH3KLA37514, from Glenn Ford Lincoln, an authorized Ford dealership located in Nicholasville, Kentucky. Plaintiff purchased and still owns this vehicle. Unbeknownst to Plaintiff at the time the vehicle was purchased, it consumes more fuel than advertised.

39. Upon information and belief, the vehicle is also equipped with a cheat device, a computer that misrepresents the mileage displayed on the trip meter. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Plaintiff Combs to suffer out-of-pocket loss in the form of overpayment at the time of purchase, in addition to added fuel costs.

40. Ford knew about or recklessly disregarded the inaccurate fuel economy representations, computer model, physical test cheating, and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Plaintiff Combs, so he purchased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the competition, and would retain all of its promised fuel economy and performance throughout its useful life.

41. Plaintiff Combs selected and ultimately purchased his vehicle, in part, because of the stated "best in class" fuel economy. Had Ford disclosed the true fuel economy and dubious certifications of the vehicle, Plaintiff Combs would not have purchased the vehicle or would have paid less for it. Plaintiff Combs and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations. Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff Combs or Class members of the existence of a

fuel economy cheat device or the true fuel economy of the Coastdown Cheating Vehicles prior to purchase.

6. Nicholas Leonardi – Michigan

42. Plaintiff Nicholas Leonardi is a Michigan citizen and resident of Warren, Michigan, located in Macomb County. In February 2019, he leased a new 2019 Ford F-150 pickup. Mr. Leonardi compared the alleged fuel efficiency of the F-150 with other similar trucks and selected the F-150 truck based on Ford's representations about the vehicle's fuel efficiency.

43. Plaintiff Leonardi leased the new 2019 F-150, with VIN 1FTEW1EP3KFA40671, from Russ Milne Ford, an authorized Ford dealership located in Macomb, Michigan. Plaintiff continues to lease this vehicle. Unbeknownst to Plaintiff at the time the vehicle was leased, it consumes more fuel than advertised.

44. Upon information and belief, the vehicle is also equipped with a cheat device, a computer that misrepresents the mileage displayed on the trip meter. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Plaintiff Leonardi to suffer out-of-pocket loss in the form of overpayment at the time of lease, in addition to added fuel costs.

45. Ford knew about or recklessly disregarded the inaccurate fuel economy representations, computer model, physical test cheating, and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Plaintiff Leonardi, so he leased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the competition, and would retain all of its promised fuel economy and performance throughout its useful life.

46. Plaintiff Leonardi selected and ultimately leased his vehicle, in part, because of the stated fuel economy. Had Ford disclosed the true fuel economy and dubious certifications of the vehicle, Plaintiff Leonardi would not have leased the vehicle or would have paid less for it. Plaintiff Leonardi and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations. Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff Leonardi or Class members of the existence of a fuel economy cheat device or the true fuel economy of the Affected Vehicles prior to their lease or purchase.

7. Dean Kriner – New Jersey

47. Plaintiff Dean Kriner is a New Jersey citizen and resident of Voorhees Township, New Jersey. On or about November 9, 2018, he purchased a used 2018 Ford F-150 pickup, paying approximately \$27,000. Mr. Kriner compared the alleged fuel efficiency of the 2018 F-150 with other similar trucks and selected the

2018 F-150 truck based in part on Ford's representations about the vehicle's fuel efficiency. Mr. Kriner purchased the 2018 F-150, with VIN 1FTEW1EP0JFC47257, from Matt Blatt Glassboro, an authorized Ford dealership located in Glassboro, New Jersey. Mr. Kriner purchased and still owns this vehicle. Unbeknownst to Mr. Kriner at the time the vehicle was purchased, it consumes more fuel than advertised. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Mr. Kriner to suffer out-of-pocket loss in the form of overpayment at the time of purchase, in addition to added fuel costs. Ford knew about, or recklessly disregarded, the inaccurate fuel economy representations and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Mr. Kriner, so he purchased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the competition, was properly EPA-certified, and would retain all of its promised fuel economy and performance throughout its useful life. Mr. Kriner selected and ultimately purchased his vehicle, in part, because of the stated fuel economy, as represented through advertisements and representations made by Ford. Mr. Kriner recalls that before he purchased the 2018 F-150, he saw representations about the vehicle's performance, including its fuel economy, on Ford's website and on the vehicle's window sticker. Had Ford disclosed the true fuel economy and dubious

certifications of the vehicle, Mr. Kriner would not have purchased the vehicle or would have paid less for it. Mr. Kriner and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations, including, but not limited to a high premium for exaggerated fuel economy, and out-of-pocket losses by overpaying for the vehicles at the time of purchase and added fuel costs. Neither Ford nor any of its agents, dealers, or other representatives informed Mr. Kriner or Class members of the true fuel economy of the Coastdown Cheating Vehicles prior to purchase.

8. James Williams – Tennessee

48. Plaintiff James Williams is a Tennessee citizen and resident of Hendersonville, Tennessee, located in Sumner County. In May 2019, he purchased a new 2018 Ford F-150 pickup for approximately \$57,121. Mr. Williams compared the alleged fuel efficiency of the F-150 with other similar trucks and selected the F-150 truck based in part on Ford's representations about the vehicle's fuel efficiency.

49. Plaintiff Williams purchased the new 2018 F-150, with VIN 1FTFW1E10JFD80181, from Two Rivers Ford, an authorized Ford dealership located in Mt. Juliet, Tennessee. Plaintiff Williams purchased and still owns this vehicle. Unbeknownst to Plaintiff at the time the vehicle was purchased, it consumes more fuel than advertised.

50. Upon information and belief, the vehicle is also equipped with a cheat device, a computer that misrepresents the mileage displayed on the trip meter. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Plaintiff Williams to suffer out-of-pocket loss in the form of overpayment at the time of purchase, in addition to added fuel costs.

51. Ford knew about or recklessly disregarded the inaccurate fuel economy representations, computer model, physical test cheating, and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Plaintiff Williams, so he purchased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the competition, and would retain all of its promised fuel economy and performance throughout its useful life.

52. Plaintiff Williams selected and ultimately purchased his vehicle, in part, because of the stated fuel economy. Had Ford disclosed the true fuel economy and dubious certifications of the vehicle, Plaintiff Williams would not have purchased the vehicle or would have paid less for it. Plaintiff Williams and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations. Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff Williams or Class members of the

existence of a fuel economy cheat device or the true fuel economy of the Coastdown Cheating Vehicles prior to purchase or lease.

9. David Brewer – Texas

53. Plaintiff David Brewer is a Texas citizen and resident of Jacksonville, Texas, located in Cherokee County. On or about March 6, 2019, he purchased a new 2019 Ford F-150 pickup, paying \$48,042. Mr. Brewer compared the alleged fuel efficiency of the F-150 with other similar trucks and selected the F-150 truck based in part on Ford's representations about the vehicle's fuel efficiency.

54. Plaintiff Brewer purchased the new 2019 F-150, with VIN 1FTEW1EP3KFA79860, from Bill McRae Ford Lincoln, an authorized Ford dealership located in Jacksonville, Texas. Plaintiff purchased and still owns this vehicle. Unbeknownst to Plaintiff at the time the vehicle was purchased, it consumes more fuel than advertised.

55. Upon information and belief, the vehicle is also equipped with a cheat device, a computer that misrepresents the mileage displayed on the trip meter. Ford's unfair, unlawful, and deceptive conduct in designing, testing, manufacturing, marketing, and selling the vehicle with exaggerated fuel economy caused Plaintiff Brewer to suffer out-of-pocket loss in the form of overpayment at the time of purchase, in addition to added fuel costs.

56. Ford knew about or recklessly disregarded the inaccurate fuel economy representations, computer model, physical test cheating, and the mileage cheat device included in the vehicle, but did not disclose such facts or their effects to Plaintiff Brewer, so he purchased his vehicle on the reasonable but mistaken belief that his vehicle had better fuel economy than the competition, and would retain all of its promised fuel economy and performance throughout its useful life.

57. Plaintiff Brewer selected and ultimately purchased his vehicle, in part, because of the stated fuel economy. Had Ford disclosed the true fuel economy and dubious certifications of the vehicle, Plaintiff Brewer would not have purchased the vehicle or would have paid less for it. Plaintiff Brewer and each Class member has suffered an ascertainable loss as a result of Ford's omissions and/or misrepresentations. Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff Brewer or Class members of the existence of a fuel economy cheat device or the true fuel economy of the Coastdown Cheating Vehicles prior to purchase.

B. Defendant

1. Ford Motor Company

58. Ford Motor Company is a corporation doing business in all 50 states and the District of Columbia and is organized under the laws of the State of Delaware, with its principal place of business in Dearborn, Michigan.

59. At all times relevant to this action, Ford manufactured, sold, and warranted the Coastdown Cheating Vehicles throughout the United States. Ford and/or its agents, divisions, or subsidiaries designed, and manufactured the Coastdown Cheating Vehicles. Ford also developed and disseminated the owner's manuals, supplements, and warranty booklets, advertisements, and other promotional materials relating to the Coastdown Cheating Vehicles, and Ford provided these to its authorized dealers for the express purpose of having these dealers pass such materials to potential purchasers at the point of sale. Ford also created, designed, and disseminated information about the quality of the Coastdown Cheating Vehicles to various agents of various publications for the express purpose of having that information reach potential consumers.

V. FACTUAL ALLEGATIONS

A. Coastdown testing

60. Ford deliberately miscalculated and misrepresented factors used in vehicle certification testing in order to report that its vehicles used less fuel and emitted less pollution than they actually did. The certification test-related cheating centers on the "Coastdown" testing and "Road Load" calculations.

61. A coastdown test is a procedure that determines metrics later used to calculate a vehicle's fuel economy values or "MPG rating." MPG ratings are established using a machine called a "dynamometer." A dynamometer is like a

treadmill for vehicles, enabling vehicles to be operated indoors on a stationary platform to simulate real-world vehicle operation. The level of resistance on the dynamometer is adjusted based on coastdown testing for each specific vehicle model to simulate the level of resistance that the vehicle would encounter if operated on the road. Coastdown testing is used to determine the appropriate resistance levels (or “road loads”) to use on the dynamometer for a given vehicle model. Coastdown testing is used to measure all types of resistance encountered by a given vehicle model during real-world operation, including:

- Vehicle aerodynamic resistance, a factor affected by the vehicle’s shape, which determines how much energy the vehicle uses to push air out of the way as it moves. The more resistance, the more energy has to be expended.
- Tire rolling resistance, a factor related to tire design that determines how much energy the vehicle has to use to overcome the resistance caused by the interface between the tires and the road.
- Driveline and powertrain mechanical resistance, a factor measuring the vehicle’s drivetrain and how much energy the vehicle has to use to overcome internal friction to drive the wheels.

62. A vehicle that has been properly broken in prior to the test (generally including vehicle and tire mileage, fluids and fuel, and vehicle warm-up) is driven up to a certain speed, typically around 80 MPH, after which it is put into neutral and allowed to coast until its speed drops below 9 MPH.

63. Special devices in the vehicle accurately measure environmental conditions (ambient temperature, humidity and barometric pressure), performance data, and speed and distance traveled during the coastdown test.

64. In order to eliminate the effect of wind speed and direction, the test is performed multiple times (a minimum of 5 runs) on a completely flat, straight, and dry road in both directions of the track. Analysis of the recorded speed and distance information provides the vehicle's road load force.

65. Ford miscalculated "Road Load," which is a measure of those forces, defined as the force that is imparted on a vehicle while driving at a constant speed over a smooth, level surface from sources such as tire rolling resistance, driveline losses, and aerodynamic drag.⁹

66. This measure of forces acting against the vehicle during real-world driving is critical to the simulation of actual driving when a vehicle is tested in the laboratory. Ford's internal lab tests did not account for these forces, which lead to better—and entirely inaccurate—fuel economy projections, and claims that the vehicles emitted less pollution than they emitted in reality.

⁹ See Exhibit 1, https://iaspub.epa.gov/otaqpub/display_file.jsp?docid=34102&flag=1.

B. The coastdown results are used to create fuel economy information posted on vehicles' windows and used in advertising.

67. The Coastdown test results are sent by Ford to the EPA to be used as the basis for mileage information used on window stickers also called a "Monroney sticker."

68. The Monroney sticker is on the window of every new car and includes information about the vehicle's price, engine and transmission specifications, other mechanical and performance specs, fuel economy and emissions ratings, safety ratings, and standard and optional features.

69. The Monroney sticker is named for A.S. "Mike" Monroney, a longtime Oklahoma congressman who wrote the 1958 Automobile Information Disclosure Act, the federal law that requires the Monroney sticker.

70. The Monroney sticker lists all features that come standard to the vehicle. This might include air bags, anti-lock brakes, a radio and CD or MP3 player, plus any warranties or additional services such as roadside assistance. Also included on the sticker is a section called "the EPA sticker." The Environmental Protection Agency section of the sticker tells how many miles per gallon of gas the vehicle gets on the highway and in the city. The EPA label provides miles-per-gallon equivalent (MPGe) figures for electric and hybrid cars to help consumers compare the fuel economy of these vehicles with gas- and diesel-powered cars.

The EPA section will detail the vehicle's potential environmental impact with greenhouse gas emissions.

71. The fuel economy figures are used by car reviewers and used by consumers to rate cars. For example, trucks are ranked on fuel economy as follows with the Ford F-150 at the top:

9 Best Ranked MPG Trucks of 2018: Ranked:

- 2016 Ford F-150 Automatic 2.7L
- 2016 Chevrolet Colorado Automatic 3.6L
- 2015 Chevrolet Silverado 1500 Automatic 4.3L
- 2015 Ford F-150 Automatic 3.5L
- 2014 Chevrolet Silverado 1500 Automatic 4.3L
- 2016 Chevrolet Silverado 1500 Automatic 4.3L
- 2016 Dodge Ram 1500 Automatic 3.6L
- 2016 Ford F-150 Automatic 3.5L^[10]

72. On the popular CarMax site¹¹, based on fuel economy numbers provided by Ford and published by EPA, CarMax had this to say about putting Ford F-150s near the top:

¹⁰ Exhibit 15, Google and related search for F-150 fuel economy.

¹¹ Exhibit 16, <https://www.carmax.com/articles/best-mpg-trucks-ranking> (last visited Jul. 18, 2019).

8 Best Ranked MPG Trucks of 2019: Ranked

PUBLISHED THURSDAY, JUNE 27, 2019

Achieve power and impressive fuel-economy.



Today, more and more manufacturers are producing trucks that get great fuel economy while still delivering impressive horsepower. If you're fuel-conscious and looking for the right truck, we've put together a power-packed list of trucks to help you on your search.

1. [2017 Chevrolet Colorado 2WD Automatic 2.5L](#)



2. [2018 Ford F-150 2WD Automatic 3.3L](#)



2018 Ford F-150 Lariat © EVOX Images



3. [2015 Ford F-150 2WD Automatic 2.7L](#)



2015 Ford F-150 XL © EVOX IMAGES



4. [2016 Ford F-150 2WD Automatic 2.7L](#)



2016 Ford F-150 XL © EVOX IMAGES



5. [2017 Nissan Frontier 2WD Automatic 2.5L](#)



2017 Nissan Frontier SV V6 ©EVOX Images



6. [2015-2016 Ford F-150 4WD Automatic 2.7L](#) & [2017 Toyota Tacoma 4WD Automatic](#)



2016 Ford F-150 XL © EVOX IMAGES



7. [2015 Ford F-150 4WD Automatic 3.5L](#)



2015 Ford F-150 XL © EVOX IMAGES



8. 2015 Chevrolet Silverado 1500 4WD Automatic 4.3L



C. Ford admits improper coastdown testing.

1. 2019 Ranger

73. Ford has admitted that in September of 2018 several of its own employees were questioning its computer modeling and physical test practices for certification of fuel economy and emissions.¹² Yet, Ford took no action to correct these ongoing misrepresentations or to alert consumers.

74. Pressured by the pending governmental criminal investigation, Ford has now stated that it will look into the testing of the 2019 Ranger truck before looking at its other vehicles. When Ford released a statement regarding the problem, truck blogger Andre Smirnov of TheFastLaneTruck.com drove the new Ranger for 1,000 miles, from California to Colorado to test its real-world mileage,

¹² Exhibit 2, <https://www.nytimes.com/2019/02/21/business/ford-emissions.html?module=inline>.

and found it achieved only 19.5 MPG, not the 24 MPG certified to the EPA for the 4x4 model.¹³

75. Having concluded that the actual performance of the Ranger was “nowhere close” to the EPA rated MPG, in March of 2019, the truck blogger tested the Ranger truck on The Fast Lane Truck’s 98-mile fuel economy loop.¹⁴ “[T]he Ranger’s trip computer told us that the truck managed just over 25 mpg, though our math at the fuel pump did not add up to the same number.”¹⁵ The highway mileage was only one (1) MPG greater on the test loop than on its 1,000 mile drive. The TFL test drivers were at a loss for words when they discovered a nearly four (4) MPG discrepancy between the mileage reported on the Ranger’s trip meter and what they measured at the pump (21.3 MPG actual versus 25.8 MPG on Ford’s trip meter)¹⁶:

¹³ Exhibit 5, <https://www.tfltruck.com/2019/02/real-world-2019-ford-ranger-fuel-economy-here-is-the-unexpected-result-after-a-1000-mile-road-trip-video/>.

¹⁴ Exhibit 14, <https://www.tfltruck.com/2019/03/epa-says-the-new-ford-ranger-gets-24-mpg-on-the-highway-but-what-does-it-really-get-at-70-mph-video/>.

¹⁵ *Id.*

¹⁶ Exhibit 6, Video of the testing located at <https://youtu.be/W6iLtygCC7Y>, embedded in the previously cited article at: <https://www.tfltruck.com/2019/03/epa-says-the-new-ford-ranger-gets-24-mpg-on-the-highway-but-what-does-it-really-get-at-70-mph-video/>.



EPA Says the New Ford Ranger Gets 24 MPG on the Highway, But What Does It Really Get at 70 MPH?

76. Thus, Ford has programmed its onboard computers with a mileage cheat device to continue to lie about the vehicle’s fuel economy in order to continually conceal the misrepresentation.

77. With respect to its 2019 Ford Ranger, Ford promised that its midsize truck “will deliver with durability, capability and fuel efficiency, while also providing in-city maneuverability and the freedom desired by many midsize pickup truck buyers to go off the grid.”¹⁷ Ford also claimed that its “All-New Ford Ranger [was] Rated Most Fuel Efficient Gas-Powered Midsize Pickup in

¹⁷ Exhibit 3, Statement from Todd Eckert, Ford Truck Group’s Marketing Manager, <https://thenewswheel.com/2019-ford-ranger-most-fuel-efficient/>.

America.”¹⁸ “With EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mph combined, 2019 Ford Ranger is the most fuel efficient gas-powered midsize pickup in America.”¹⁹ Ford claimed the 2019 Ranger “is the no-compromise choice for power, technology, capability, and efficiency whether the path is on road or off.”²⁰ Ford knew that to sell the Ranger, it had to tout it as having fuel efficiency and reduced emissions, and that such promises were material to consumers.

78. There is no question that Ford used the fuel efficiency ratings as a sales tool to entice consumers into purchasing the 2019 Ford Ranger. Indeed, Ford promised that “[t]he adventure-ready 2019 Ford Ranger is the most fuel-efficient gas-powered midsize pickup in America—providing a superior EPA-estimated city fuel economy rating and an unsurpassed EPA-estimated combined fuel economy rating versus the competition. The all-new Ranger has earned EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mpg combined for 4x2 trucks.”²¹ Ford claimed that “[t]his is the best-in-class EPA-estimated city fuel

¹⁸ Exhibit 4,
<https://media.ford.com/content/fordmedia/fna/us/en/news/2018/12/11/ford-ranger-rated-most-fuel-efficient-gas-powered-midsize-pickup.html>.

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

economy rating of any gasoline-powered four-wheel-drive midsize pickup and it is an unsurpassed EPA-estimated combined fuel economy rating.”²²

79. By cheating in the certification testing, and providing a mileage cheat device in the vehicles, Ford made its F-150 trucks more appealing and competitive in the marketplace, to the point of being named “best in class” for some 150’s and driving up sales and profits.

D. CAFE standards provide manufacturers with credits for low emissions.

80. Ford also reaped a double reward from this cheating. Cars and trucks are one of the major sources of air pollution, which includes ozone, particulate matter, and other smog-forming emissions. The health risks of air pollution are extremely significant—poor air quality increases respiratory ailments like asthma and bronchitis, heightens the risk of life-threatening conditions like cancer, and burdens the American health care system with substantial medical costs.

Passenger cars and trucks are major contributors to pollution, producing significant amounts of nitrogen oxides, carbon monoxide, and other pollution. The U.S. government, through the EPA, has passed and enforced laws designed to protect U.S. citizens from these pollutants and certain chemicals and agents known to cause disease in humans.

²² *Id.*

81. The United States has two sets of parallel standards that affect fuel economy: (1) the corporate average fuel economy (CAFE) standards adopted by the National Highway Traffic Safety Administration (NHTSA), an agency within the Department of Transportation (DOT); and (2) greenhouse gas (GHG) emissions standards adopted by the EPA.

82. Automobile manufacturers must abide by these laws and must adhere to EPA rules and regulations. One of the major drivers of fuel efficiency improvement are the CAFE standards. These requirements have nearly doubled the fuel efficiency of vehicles in the U.S. In addition to the reduced health costs and human illness, CAFE standards are estimated to save each U.S. household approximately \$2,000.00 per year in reduced fuel consumption as of 2016. The Energy Independence and Security Act (EISA) of 2007 mandated a 40% increase in fuel economy by 2020.

83. The original CAFE standards set minimum average fuel consumption performance (average miles travelled per gallon of fuel used) for the fleets of new “passenger automobiles” (passenger cars) and “non-passenger automobiles” (light trucks, which includes many SUVs) produced by each manufacturer. The standards for these two types of vehicles differed.

84. Before standards took effect, the average fuel efficiency for passenger cars was 15.2 MPG). Congress required manufacturers to achieve a fleet average

of 18 MPG by 1978, 19 MPG by 1979, and 20 MPG by 1980, rising to 27.5 MPG by 1985, with interim standards to be set by NHTSA. But by 1981 average fuel efficiency for passenger cars had risen to 28.4 MPG, exceeding the standards.

85. For light trucks, NHTSA set standards that required manufacturers to achieve a fleet average of 17.2 MPG for two-wheel drive vehicles and 15.8 MPG for four-wheel drive vehicles in 1979, rising to 21.5 MPG and 19 MPG respectively by 1989. Over this period, two-wheel drive vehicles increased from 13.4 to 16.9 MPG while four-wheel drive vehicles increased from 12.3 MPG to 14.4 MPG.

86. The National Highway Traffic Safety Administration (NHTSA) kept CAFE standards for cars the same from 1985 to 2010, except for a slight decrease in required MPG from 1986 to 1989. Truck standards, initially set in 1976 for 1989 vehicles at 21.5 MPG for 2-wheel drive vehicles and 19 MPG for 4-wheel drive vehicles, were frozen by Congress in the mid-1990s at 20.7 MPG and were not increased until 2005.

87. However, starting in 2005, Washington policy makers ushered in a number of changes. Between 2005 and 2007, the Bush administration raised the truck fuel efficiency standard from 20.7 to 22.2 MPG. More significantly, in 2007, Congress passed the Energy Independence and Security Act (EISA), which requires model-year 2011 and later vehicles for sale in the U.S. that were

manufactured outside the U.S. to achieve a fleetwide gas mileage of 35 MPG and requires vehicles for sale in the U.S. that were manufactured in the U.S. to achieve a fleetwide gas mileage of 27.5 MPG by 2020. In 2009, the Obama administration eliminated the default 27.5 MPG standard and established a new 27.3 MPG standard for 2011 model-year vehicles manufactured domestically and internationally. The new standard was scheduled to increase annually until it reached 35 MPG for 2020 model-year vehicles.

88. Starting in 2005 for trucks and 2011 for all vehicles, the standard is based on one specific attribute: a manufacturer's collective vehicle footprint. The formula multiplies every vehicle's wheelbase by its average track width for each manufacturer. This creates a relatively simple inverse-linear formula with cutoff values. The attribute-based formula produces one number for each automaker. So while each model sold does not have to achieve a specific target, the automaker's fleet on a whole must meet its target. This method helps balance earlier standards, which were biased against automakers whose overall vehicle lineup was fuel-efficient, but sold one or two models (typically work trucks) that were not fuel-efficient.

89. For example, the GM Sierra Denali is a full-size work truck with an MPG range of 16 in the city and 23 on the highway. The Honda Ridgeline is a mid-size truck with an MPG range of 19 in the city and 26 on the highway. To

balance the lower fuel efficiency of the Denali, GM also builds the hybrid Chevrolet Volt that gets 42 MPG. If the absolute standard was 20 miles per gallon, drivers would not be able to buy the Denali work truck, which averages 19. But because the standard is by manufacturer and not model, GM can use the Volt to help balance the Denali.

90. In 2012, NHTSA and the EPA issued joint standards for 2017–2025. While NHTSA’s standards continued to focus on fuel efficiency, the EPA’s more-stringent regulations targeted reductions in carbon dioxide emissions (greenhouse gas emissions) and not fuel efficiency. NHTSA increased the CAFE standards to 41 MPG by 2021 and 49.7 MPG by 2025. The EPA’s standard of 163 g/mi of CO₂-equivalent emissions effectively increased standards to 54.5 MPG by 2025. This 54.5 MPG 2025 standard is the first one benchmarked to emissions and not gasoline consumption.

91. Both the NHTSA and EPA standards offer certain flexibilities, termed “components,” to help manufacturers comply with the standards. The first component is a credit trading system that allows manufacturers to carry efficiency and greenhouse gas credits forward by up to five years and backwards by up to three years to achieve compliance and avoid fines. Manufacturers can transfer credit between cars and trucks and trade credits with other manufacturers. Carbon

dioxide credits generated for EPA compliance from model year 2016 and before can be carried forward up to model year 2021.

92. In 2016 NHTSA announced plans to more than double the fines for failing to meet CAFE standards from \$5.50 per 0.1 MPG to \$14.00. The fine is applied to each 0.1 MPG the automaker falls short and multiplied by the number of vehicles sold in a model year. Companies must satisfy both EPA and NHTSA standards. Manufacturers passing EPA's greenhouse gas emissions standards that fail NHTSA's CAFE standards still pay the fine.

93. Manufacturers have a clear economic motivation to meet the standards. If an automaker fails to meet the standards for the model year, it must pay a penalty of \$5.50 per 0.1 miles per gallon below the standard, multiplied by the total number of vehicles the manufacturer has produced for the entire U.S. domestic market.

94. Under the increasing federal standards, Ford also began to market its gasoline powered vehicles as being cleaner, with high fuel economy. As the Ford Ranger was out of the market for eight years, Ford took a targeted marketing approach for the 2019 Ranger, focusing on "outdoorsy digital ads," that pitched the truck to outdoor adventurers.²³ Ford capitalized on its fuel efficiency as a selling

²³ Exhibit 8, <https://adage.com/article/cmo-strategy/ford-takes-targeted-approach-ranger-comeback/316801>.

point over its competitors.²⁴ Ford sought a strong re-entry of the Ranger into the U.S. market by pitching it as amazingly fuel efficiency.

E. Criminal investigation

95. Ford Motor Company's March 2019 Securities and Exchange Commission filing revealed that it is under criminal investigation by the United States Department of Justice for its emissions certification practices.²⁵

96. Ford Motor Company is a leading auto manufacturer, having sold 2.5 million vehicles in 2018. Ford's strategy has increasingly focused on the manufacture and sale of larger gas-guzzling pickup trucks, sport utility vehicles (SUVs), and vans. These vehicles are, of course, the most challenged by emissions standards and fuel efficiency. Ford's focus on this segment of the market created an immense incentive to cheat.

97. In September of 2018, several Ford employees expressed concerns about the testing practices at Ford pertaining to emissions and fuel efficiency. In February of 2019, Ford admitted it was looking into these concerns about its "computer-modeling methods and calculations used to measure fuel economy and

²⁴ Exhibit 9, <https://www.caranddriver.com/news/a25470574/2019-ford-ranger-pickup-mpg/>.

²⁵ Exhibit 10, Ford's March 31, 2019 Quarterly Report to the SEC, at page 70: <https://www.sec.gov/Archives/edgar/data/37996/000003799619000026/f0331201910-q.htm>.

emissions.”²⁶ Kim Pittel, Ford’s vice president for sustainability, environment and safety engineering, has admitted to the New York Times that these “calculations [are] used in testing cars for fuel economy ratings and emissions certifications.”²⁷

F. Mechanism of coastdown cheating

98. The Environmental Protection Agency (EPA) defines “Road load” as follows:

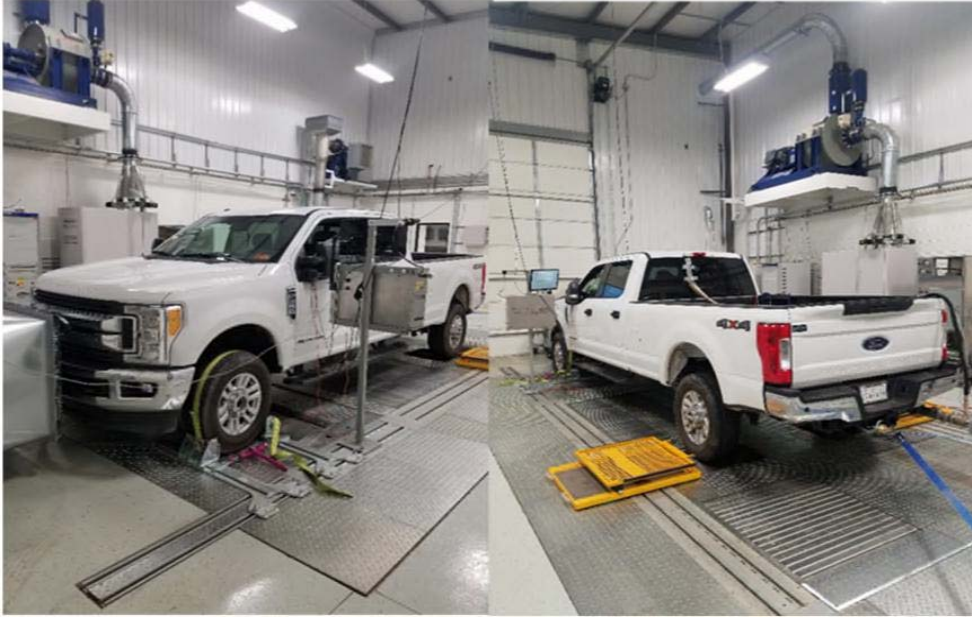
the force imparted on a vehicle while driving at a constant speed over a smooth level surface from sources such as tire rolling resistance, driveline losses, and aerodynamic drag.

EPA letter to manufacturers, titled: “*Determination and Use of Vehicle Road-Load Force and Dynamometer Settings.*”²⁸ These calculations are critical to laboratory fuel efficiency and emissions testing because the vehicle is placed on a dynamometer, which is essentially a treadmill for cars. When driving on a dynamometer, the vehicle is stationary and does not experience the drag of air against the vehicle; or of the resistance of the tire against the road surface; or the loss of horsepower that occurs in the drivetrain of the vehicle, the friction, heat, drag, and other various losses that occur between the engine and tires touching the road.

²⁶ Exhibit 11, <https://www.nytimes.com/2019/04/26/business/ford-emissions-criminal-investigation.html>.

²⁷ Exhibit 2, <https://www.nytimes.com/2019/02/21/business/ford-emissions.html?module=inline>.

²⁸ Exhibit 1, https://iaspub.epa.gov/otaqpub/display_file.jsp?docid=34102&flag=1.



2017 Ford F-350 During Dynamometer Testing

99. Auto manufacturers use “coastdown” tests of vehicles on the actual roadway to help calculate variables to be utilized in conjunction with dynamometer testing. Coastdown testing provides data regarding aerodynamic drag, tire rolling resistance, and drivetrain frictional losses and provides technical data used to program the test dynamometers that generate EPA fuel economy and emissions ratings. In a coastdown test, a vehicle is brought to a high speed on a flat, straight road and then set coasting in neutral until it slows to a low speed. By recording the time the vehicle takes to slow down, it is possible to model the forces affecting the vehicle. Coastdown tests are governed by tests developed by the Society of Automotive of Engineers (SAE). SAE developed a standard procedure (J2263-Dec 2008) to perform road load measurement using coastdown testing, and a standard procedure (J1263-Mar 2010) to perform road load measurement and dynamometer

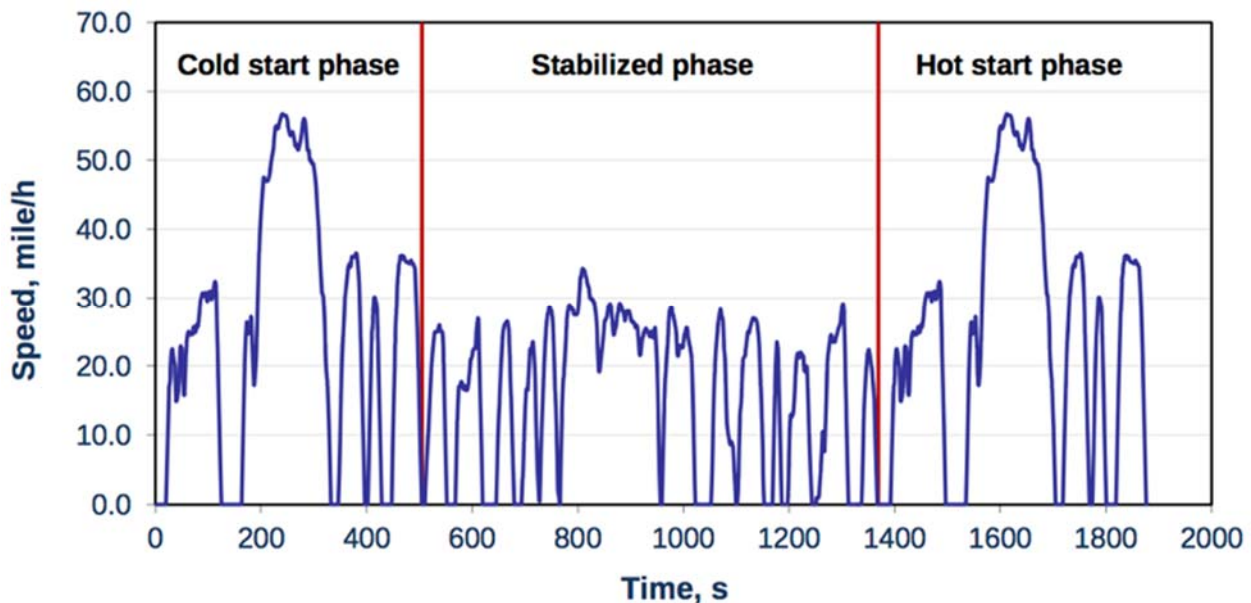
simulation using coastdown testing. The current government-approved standard for road load measurement using onboard anemometry and coastdown testing technique is the SAE International Standard. These standards must be followed by federal regulation. The data relating to speed and distance are recorded by special instruments to account for various factors that might affect the results. The test produces data that identifies or maps the drag and other forces acting on the vehicle in the real world.

100. A coastdown requires planning, data collection, and data processing, but offers many opportunities for manipulation of the data. Data variability and error can be controlled, but several factors must be considered under SAE standards, including calculation of the mass of the vehicle, tire pressure, weather, and environmental factors (e.g., wind speed, air temperature, humidity, and barometric pressure), aerodynamic factors, and road surface, as well as experiment design and methodology, measurement errors, data acquisition systems, and vehicle qualifications. The SAE procedure on coastdown testing includes an appendix with FORTRAN code that processes experimental velocity data and produces a mathematical vehicle force model.

101. The protocol specifies all conditions under which the engine is tested, including lab temperature and vehicle conditions. Most importantly, the test cycle defines the vehicle speed over time that is used to simulate a typical driving

scenario. An example of a driving cycle is shown in Figure A. This graph represents the FTP-75 (Federal Test Procedure) cycle that has been created by the EPA and is used for emission certification and fuel economy testing of passenger vehicles in the United States. The cycle simulates an urban route with frequent stops. The cycle lasts 1,877 seconds (about 31 minutes) and covers a distance of 11.04 miles (17.77 km) at an average speed of 21.2 mph (34.12 km/h).

Figure A



102. To assess conformance, these tests are carried out on a chassis dynamometer, a fixture that holds a car in place while allowing its driven wheels to turn (a treadmill for cars) with varying resistance meant to simulate the actual load on the engine during on-road driving. Fuel consumption and emissions are measured during the test and compared to an emissions standard that defines the maximum pollutant levels that can be released during such a test. In the United

States, emissions standards are managed on a national level by the EPA. In addition, California has its own emissions standards that are defined and enforced by CARB. California standards are also adopted by a number of other states (“Section 177” states).²⁹ Together with California, these states cover a significant fraction of the U.S. market, making them a de facto second national standard.

G. F-150 test results

103. Plaintiffs tested a 2019 Ranger. Before rounding for the Monroney sticker the highway fuel economy is 23.4 mpg, compared to 25 reported to the EPA. or the city it is 18.3 mpg, compared to 20.0 reported to the EPA.

104. If converted to Monroney values:

<u>EPA Reported:</u>	<u>Measured:</u>
City: 20	City: 18
Highway: 25	Highway: 23
Combined: 22	Combined: 21

105. So this is a difference of 10% in city driving, and 8% on the highway. Assuming 150,000 miles in a vehicle’s life, this results in an additional 833 gallons for city driving or increased fuel costs of 42,324. For highway driving there will be an additional 521 gallons consumed at a cost of \$1,453.

²⁹ Those states are: Connecticut, Maine, Maryland, Massachusetts, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont, Washington, Delaware, Georgia, and North Carolina.

106. Testing was conducted on a 2018 Ford F-150 SuperCrew 4x2 truck and a 2019 Ford Ranger SuperCrew 4x2 truck to independently verify the model inputs used to calculate fuel economy of those vehicles.

107. Fuel economy testing to provide the values listed on the Monroney label of passenger cars and light duty trucks for sale in the United States is performed on a chassis dynamometer, a kind of stationary treadmill that simulates the forces acting on the vehicle during real world driving. Dynamometer testing is required by the United State Environmental Protection Agency (US EPA) for emissions certification and fuel economy testing, both for labeling purposes and for compliance with Corporate Average Fuel Economy, or CAFE, standards. Real world models specific to every vehicle tested, called “road load models,” are used during testing to ensure the dynamometer accurately simulates the real world frictional losses a vehicle experiences during operation on the road. These models are specific to every vehicle tested for fuel economy. For vehicles having a variety of body configurations, like the F-150 and Ranger, each configuration and weight class (grouped according to “equivalent test weight” by the EPA) will have its own unique model. The road load model is obtained by performing a vehicle “coastdown,” a process whereby the time to decelerate a vehicle from a high speed is measured. The standardized technique for performing a coastdown is prescribed

in the Code of Federal Regulations, which references the use of Society of Automotive Engineering (SAE) Standard J2263.

108. In the case of both the 2018 F-150 tested and the 2019 Ranger, the road load obtained in the J2263 coastdown for each vehicle was found to have more resistance (which would result in more fuel consumption) than the road load models reported to the EPA.

109. In order to accurately measure fuel efficiency, the dynamometer rollers must simulate the parasitic frictional forces a vehicle would experience if it were to be driving on the road. The quadratic function below replicates these forces (a combination of driveline parasitic losses, rolling resistance, and aerodynamic drag). The coastdown test yields the coefficients (A, B, and C below) that are used to model a particular vehicle's road load. In certification documents and the EPA fuel economy test database, these are often referred to as the "target coefficients:" $Force(V) = A + B \cdot V + C \cdot V^2$, where V is the speed of the vehicle.

110. Once a vehicle's target coefficients are obtained, the vehicle is calibrated, or "matched," to the dynamometer to determine the force the dynamometer must apply to simulate the target road load. The "match" accounts for the friction and inertia inherent in the dynamometer's driveline and rolls. This process produces a data set called the "Set Coefficients," values specific to a

particulate vehicle and a particular dynamometer calibration. Once the set coefficients are obtained, the dynamometer can accurately replicate the weight (or inertia) of the vehicle as well as the road load forces. The processes required by the Code of Federal Regulations, as well as SAE J2264, were strictly followed to match the vehicle to the dynamometer and to perform fuel economy testing.

111. The 2018 Ford F-150 SuperCrew and 2019 Ford Ranger SuperCrew used for testing were selected to replicate vehicles presented in the US EPA fuel economy test database.³⁰ The EPA database provides vehicle and test data details including, cab length, drivetrain (4 wheel drive vs 2 wheel drive), axle ratio, engine, and transmission. Furthermore, the database provides the road load model, and the FTP-75, and HWFET results presented to the US EPA to certify the fuel economy. SAE J2263 and EPA Guidance Letter *CD-15-04* provided selection criteria for tire size and trim options based on vehicle population statistics. The test-truck configurations are shown in Table 1.

Table 1 - Test Vehicles

MY/Make	Model	Cab Style	Drivetrain	Axle Ratio	Engine	Transmission	Equivalent Test Weight (lbs)
2018 Ford	F-150	SuperCrew (4 door)	4x2	3.55	2.7L V6 EcoBoost	10 Speed Auto	5,000
2019 Ford	Ranger	SuperCrew (4 door)	4x2	3.73	2.3L I4 EcoBoost	10 Speed Auto	4,750

³⁰ <https://www.epa.gov/compliance-and-fuel-economy-data/data-cars-used-testing-fuel-economy>.

112. In preparation for coastdown testing the trucks and tires were aged to just over 4,000 miles as directed by SAE J2263. The trucks were fitted with an anemometer on a preceding boom, GPS antennae, and an eDAQ XR Lite data acquisition system. The body was checked for any damage that might affect aerodynamic drag. Tire tread depths and pressures were measured. The brakes were checked for contact and the alignment was checked and adjusted as necessary. The F-150 was loaded with sandbags to a scale weight of 4,990 lbs. and the Ranger to 4,750 lbs. The trucks were warmed to operating temperature, as per SAE J2263, by driving for more than 30 min at 50 mph. Once warmed, the tire pressures were re-adjusted and the truck immediately tested.

113. The coastdown test-driver accelerated the test truck to approximately 80 mph, placed the transmission into neutral, and coasted the truck until deceleration reduced the speed below 9 mph. This process was repeated for each truck 12 times: 6 in each direction. Truck speed, time, apparent wind velocity, track temperature, ambient temperature, and pressure were measured and recorded for each run. This data was used to generate the force target coefficients listed in Table 2 and compared to the EPA Fuel Economy Database target coefficients.

Table 2 - Target Coefficients (A,B, and C) from Coastdown Tests with Comparison to Values from EPA Database

Target Coefficients	Ford F-150		Ford Ranger	
	From Test	From EPA Database	From Test	From EPA Database
A (lbf)	25.1113	26.570	23.7939	31.540
B (lbf/mph)	0.9725	0.05130	0.8954	0.29320
C (lbf/mph ²)	0.0273	0.03385	0.0288	0.03433

114. The quadratic coefficients above are used to tune the dynamometer during the dynamometer match. The effects of these different road load coefficients can be seen in Figure 1.

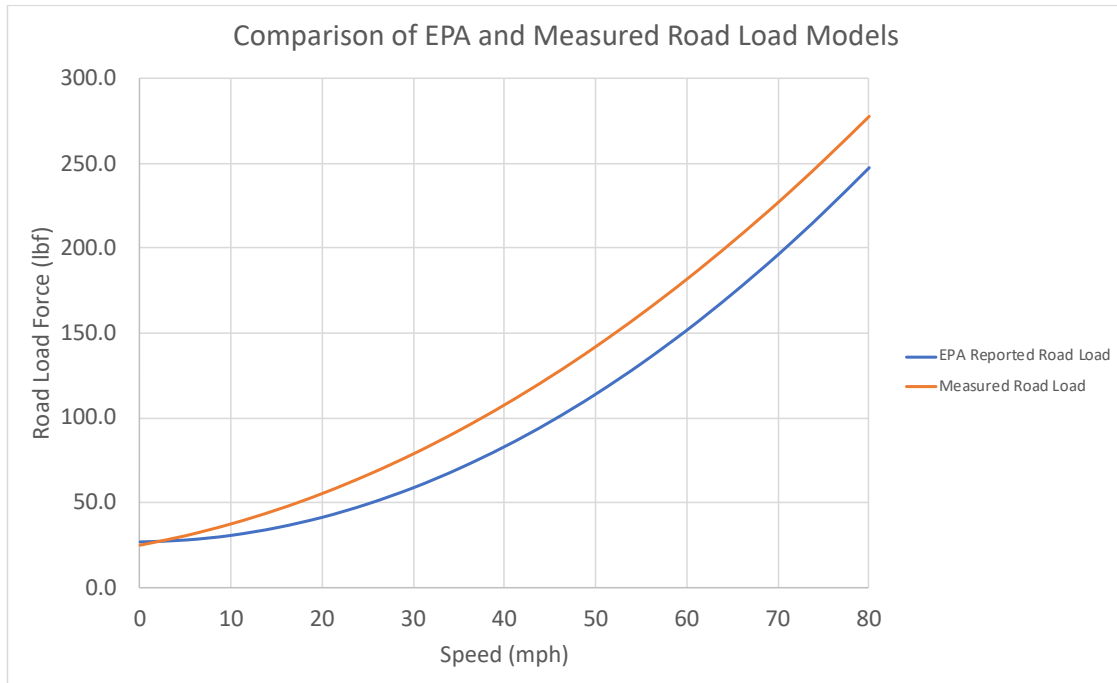


Figure 1 – MY 2018 Ford F-150 Road Load Force

115. The coefficients Ford supplied to the EPA underestimate the force acting on the truck. This underestimation of force yields the over estimation of fuel economy. In the speed ranges where the road load has the greatest effect on overall

engine load, road load forces are some 20-35% higher than those values reported to EPA.

116. The Ranger measured road load model produces is some 5-8% higher in those same speed ranges, see Figure 2.

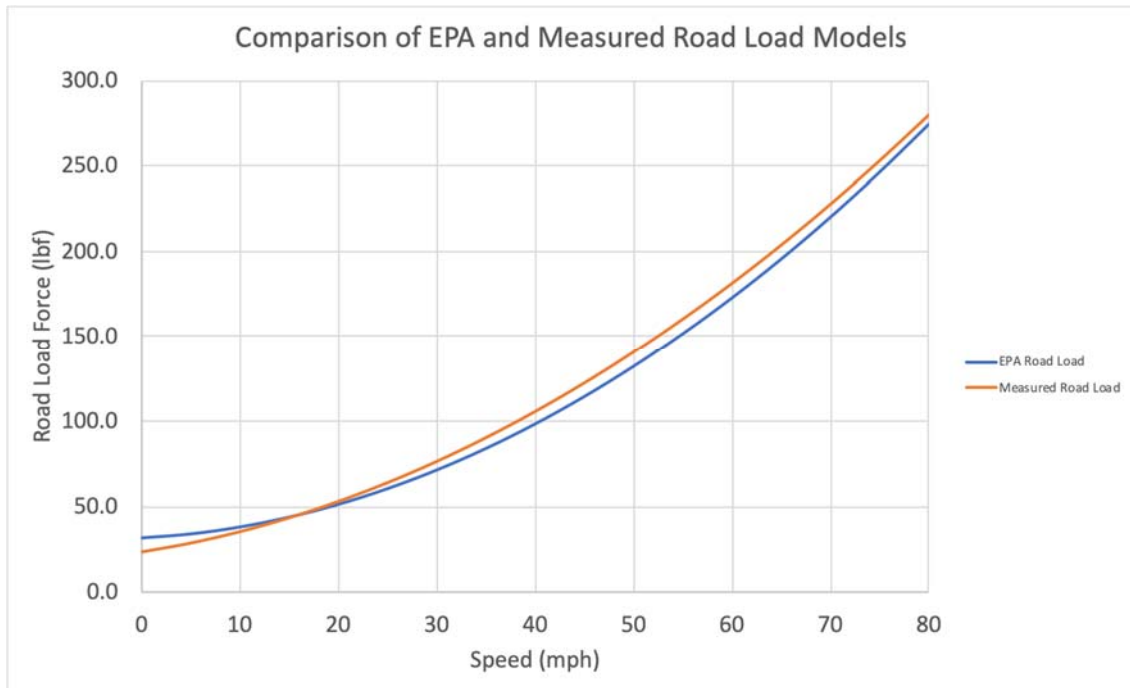


Figure 2 – MY 2019 Ford Ranger Road Load Drag Force

117. Fuel economy was quantified on both the FTP-75 and HWFET cycles in strict accordance with the federal regulations by accounting for both the fuel properties and the carbon-containing emissions from the test cycles. Testing was performed using Tier 2 gasoline, again as prescribed by regulations and as presented in the EPA fuel economy database. The fuel economy values calculated from FTP-75 and HWFET results were used to calculate label fuel economy using

the derived 5-cycle method specified in 40 CFR § 600.115-11³¹ and shown in the equations below;

$$\text{City FE} = \frac{1}{\text{City Intercept} + \frac{\text{City Slope}}{\text{FTP FE}}}$$

And for highway fuel efficiency;

$$\text{Highway FE} = \frac{1}{\text{Highway Intercept} + \frac{\text{Highway Slope}}{\text{HWFET FE}}}$$

118. The respective slopes and intercepts are created from a regression of fuel economies across multiple vehicles. These values are periodically published by the EPA Administrator. The coefficients for the model years corresponding to the trucks tested are shown in Table 3.

Table 3 Current Derived 5-cycle Coefficients. Source CD-15-15

	Coefficients of Model Year 2017 and Later
City Intercept	0.004091
City Slope	1.1601
Highway Intercept	0.003191
Highway Slope	1.2945

³¹ Current fuel economy regulations require that every manufacturer test their vehicle fuel economy using the same 5 test cycles used for emissions testing (FTP-75, HWFET, US06, SC03, and Cold CO). A complex calculation is used based on the results of each of those tests to determine the “City” and “Highway” fuel economy to be used on the Monroney label. If the emissions test vehicle used for emissions certification passes a “litmus test,” the EPA allows a “derived 5 cycle” fuel economy calculation that is based on the results of two tests only: the FTP-75 and HWFET. The purpose of this litmus test is to reduce the number of total tests manufacturers must perform to test for fuel economy. Because the 2019 Ford Ranger and 2018 Ford F-150 both pass the litmus test in their certification applications, the “derived 5 cycle” calculation is used.

119. The calculated fuel economies obtained from testing are compared to the fuel economies presented to the EPA in the application for certification and each vehicle's Monroney label in Table 4.

Table 4 - Fuel Economy Comparison

	Ford F-150			Ford Ranger		
	FE Measured	FE EPA App	FE Monroney	FE Measured	FE EPA App	FE Monroney
City (mpg)	17.7	19.6	20	18.3	20.0	20
Highway (mpg)	22.7	26.6	26	23.4	25.0	25
Combined (mpg)	20.0	22.8	22	20.6	22.3	22

120. For the Ford F-150, if the measured fuel economy values are rounded to the nearest whole number, as prescribed for Monroney labeling calculations, the resulting city fuel economy label would be 18 mpg for city driving, 23 mph for highway driving, and 20 mph combined. Compared to the EPA label, this represents a difference in fuel economy of 2 mpg for the city (10%), 3 mpg highway (12%), and 2 mpg combined (9%). The certification application states a full useful life of 150,000 miles. Over this lifetime mileage, there will be an additional 833 gallons consumed for city driving, 752 gallons for highway driving, and 682 gallons combined. Based on the current national average fuel price of \$2.79, this would represent an added lifetime fuel cost of \$2,324, \$2,098, and \$1,903 for city, highway, and combined, respectively.

121. For the Ford Ranger, if the measured fuel economy values are rounded to the nearest whole number, as prescribed for Monroney labeling

calculations, the resulting city fuel economy label would be 18 mpg for city driving, 23 mph for highway driving, and 21 mph combined. Compared to the EPA label, this represents a loss in fuel economy of 2 mpg for the city (10%), 2 mpg highway (8%), and 1 mpg combined (5%). The certification application states a full useful life of 150,000 miles. Over this lifetime mileage, there will be an additional 833 gallons for city driving, 522 gallons for highway driving, and 325 gallons combined. Based on the current national average fuel price of \$2.79, this would represent an added lifetime fuel cost of \$2,324, \$1,456, and \$907 for city, highway, and combined, respectively.

122. The difference in fuel consumption and money spent over the 150,000 mile life of the vehicles is summarized in Table 5 below.

Table 5 – Lifetime Additional Fuel Consumed and Money Spend on Fuel Based on Actual Testing Compared to EPA Reported Valued

	Ford F-150		Ford Ranger	
	Gallons	\$	Gallons	\$
City (mpg)	833	\$2,324	833	\$2,324
Highway (mpg)	752	\$2,098	522	\$1,456
Combined (mpg)	682	\$1,903	325	\$907

H. Ford's History of Cheating

123. Ford is the granddaddy of emissions cheaters. The recent Volkswagen emissions cheating debacle is definitely not the first. In 1973, Ford and Volkswagen were caught in the EPA's first investigation into emission cheating devices.

124. Ford was caught again in 1998, using a cheat device in 60,000 Econoline vans, which resulted in a multi-million-dollar settlement with the EPA.³²

125. Ford was caught just last year, cheating on emissions certification for over 500,000 heavy-duty diesel trucks. Ford was sued by the undersigned firm for this cheat method, and the litigation is ongoing.

126. But Ford learned the wrong lesson from getting caught. Ford may be shifting away from cheating the government with cheat devices, finding an easier target for its fraud. Ford is increasingly misrepresenting the fuel efficiency of its vehicles, which is a more indirect way of cheating on emissions requirements. Through computer modeling, Ford constructs a fuel efficiency for each vehicle that does not exist in the real world.

127. Ford over-stated the fuel efficiency of its Ford Fusion and C-MAX hybrid vehicles and was sued for it. As a result, “[i]n 2013 and 2014, it lowered the gas mileage ratings on several hybrid cars by one to seven miles per gallon.”³³

³² Exhibit 12, “VW Emissions ‘Defeat Device’ Isn’t the First” 9/24/15 article in Autoweek: <https://autoweek.com/article/car-news/vw-emissions-defeat-device-isnt-first>.

³³ Exhibit 2, <https://www.nytimes.com/2019/02/21/business/ford-emissions.html?module=inline>.

I. Ford advertising for the Ranger emphasizes fuel economy.

128. Even after Ford employees had come forward about the cheating, Ford’s media center touted the 2019 Ranger truck as having amazing performance without compromise, and the claims of its fuel efficiency are front and center:



- With EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mpg combined, 2019 Ford Ranger is the most fuel-efficient gas-powered midsize pickup in America

December 11, 2018 Ford Media Press Release titled, “*Adventure Further: All-New Ford Ranger Rated Most Fuel-Efficient Gas-Powered Midsize Pickup in America.*”³⁴

³⁴ Exhibit 4, <https://media.ford.com/content/fordmedia/fna/us/en/news/2018/12/11/ford-ranger-rated-most-fuel-efficient-gas-powered-midsize-pickup.html>.

129. Ford’s claim of most fuel efficient in its class is repeated in sales brochures for the 2019 Ranger³⁵:

TURBO CHARGED STANDOUT

2.3L ECOBOOST

CLASS-EXCLUSIVE 10-SPEED AUTOMATIC TRANSMISSION

Ranger is the only truck in the Midsize Pickup class to offer an advanced turbocharged gas engine. As one of the most versatile, powerful and efficient gas powertrains in its class, the 2.3L EcoBoost* paired with its 10-speed partner is the only powertrain Ranger needs. The engine's 16-valve design features chain-driven dual overhead cams, a twin-scroll turbocharger, a forged-steel crankshaft and connecting rods, cast-aluminum pistons, and an overboost function that lifts output on every gear change. It's designed to play hard *and* smart. Because that's a surefire path to a whole lotta fun.

POWERFUL
Class-leading 310 lb.-ft. of gas torque gives Rangers serious get-up-and-go – besting even the V6 engines in its class. You also get 270 horsepower. More than enough to take you and your stuff to the top of that mountain – and beyond.

270 HORSEPOWER
BEST-IN-CLASS GAS 310 LB.-FT. OF TORQUE

STRONG
Ranger comes with a standard 3,500-lb. towing capacity, Trailer Sway Control and more. The Trailer Tow Package gives you best-in-class gas max. towing of 7,500 lbs.¹ So it's easy to bring your gear out to play, too.

1,860 LBS. MAX. PAYLOAD¹
BEST-IN-CLASS GAS 7,500 LBS. MAX. TOWING¹

EFFICIENT
In fact, Ranger is the most fuel-efficient gas-powered midsize pickup in America.² Class-exclusive Auto Start-Stop Technology helps it get exceptional mpg ratings. And a driving range of up to 414 miles per tank³ helps you get way out into the wilderness.

EPA-estimated ratings²
BEST-IN-CLASS 21 MPG CITY
UNSURPASSED GAS 26 MPG HWY
UNSURPASSED 23 MPG COMBINED

J. Ford promotes the F-150 as best in class for fuel economy or publishes MPG estimates to beat its competition.

130. The F-150 is the best-selling vehicle in the United States and has been so for decades. In 2018, Ford sold more than 1.075 million F-150s, a sale every 29.3 seconds. As Ford executive Jim Farley noted, “But it’s our F-Series

³⁵ Exhibit 19, 2019 Ford Ranger brochure.

juggernaut that leads the world in sales, capability and smart technology, setting the bar others follow.”³⁶

131. To stimulate F-150 sales and maintain its lead over competitors like the Dodge Ram, Ford announced that the 2018 Ford F-150 would be best in class for fuel economy and/or published inflated MPG estimates.

132. As early as August 2017, based on information from Ford, consumers were told to expect “better fuel economy” in the 2018 F-150.

133. The Monroney sticker for a 2018 F-150 2.7 V6³⁷ lists the MPG as follows:

³⁶ Exhibit 17, <https://media.ford.com/content/fordmedia/fna/us/en/news/2019/01/12/ford-surpasses-1-million-truck-sales-in-2018.html>.

³⁷ Exhibit 18.

EPA DOT
Fuel Economy and Environment
Gasoline Vehicle

Fuel Economy

22

MPG

Standard Pickup Trucks range from 14 to 22 MPG. The best vehicle rates 136 MPGe.

20
combined city/hwy

20
city

26
highway

4.5 gallons per 100 miles

You spend

\$1,500

more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost

\$1,650

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

1

4

10

Best

Smog Rating (tailpipe only)

1

5

10

Best

This vehicle emits 401 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$5,759 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone QR Code

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★★	★★★★★
	Passenger	★★★★★	★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.			
Side Crash	Front seat	★★★★★	★★★★★
	Rear seat	★★★★★	★★★★★
Based on the risk of injury in a side impact.			
Rollover		★★★★★	
Based on the risk of rollover in a single-vehicle crash.			

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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134. An August 10, 2017 cnet.com article “2018 Ford F-150 touts best-in-class towing, payload, fuel economy” states:

Buyers have a choice of *five* different engines. The base offering is a 290-horsepower 3.3-liter V6, followed by a 325-hp 2.7-liter turbo V6. In the middle of the range is the 5.0-liter V8 with 395 horsepower. The top two engine

choices are both 3.5-liter turbocharged V6s -- one putting out 375 horsepower, and the other putting out 450.^[38]

135. The cnet.com article emphasizes fuel economy:

With these new engines comes better fuel economy. And once again, Ford gets to claim best-in-class, thanks to the 2.7-liter V6, which achieves 20 mpg city and 26 mpg highway in 2WD. The 3.3-liter V6 isn't very far behind it at 19 mpg city and 25 mpg highway. The thirstiest engine of the bunch is the high-output 3.5-liter turbo V6, which still isn't too bad at 15 mpg city and 18 mpg highway.³⁹

136. The 2018 F-150 brochure⁴⁰ lists the estimated fuel economy for the various types of 150s:

³⁸ Exhibit 20, <https://www.cnet.com/roadshow/news/2018-ford-f-150-touts-best-in-class-towing-payload-fuel-economy/> (last visited July 19, 2019) (emphasis in original).

³⁹ *Id.*

⁴⁰ Exhibit 21, 2018 Ford F-150 brochure.

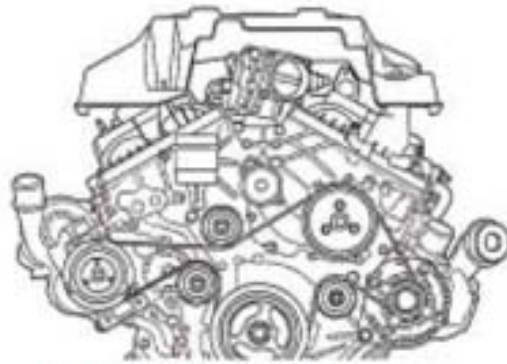


ALL-NEW 3.3L TI-VCT V6

The all-new, standard F-150 powerplant for 2018 delivers where it matters most: higher towing capability, more payload capacity, and improved fuel efficiency.² That's a clean sweep in any truck buyer's ledger. Plus, a higher compression ratio and higher max. combustion peak pressure help surpass previous horsepower and torque numbers. A dual-injection system features both direct injection and port fuel injection to improve power output and efficiency over a wide variety of engine loads.

A 6-speed SelectShift automatic transmission is paired with the 3.3L TI-VCT engine.

Horsepower	290 @ 6,500 rpm
Torque	265 lb.-ft. @ 4,000 rpm
EPA-estimated ratings ⁵	19 city/25 hwy/22 combined mpg
Max. payload capacity ⁶	1,990 lbs.
Max. towing capacity ⁵	7,700 lbs.



ENHANCED 2.7L ECOBOOST®

t Named one of "Our 10 Favorite Gas Burners" by *Car and Driver*. And that was before the upgrades increased torque to 400 lb.-ft. 2nd-generation updates to this twin turbo³ include a new dual-injection system that features both direct injection and port fuel injection. Two injectors per cylinder – one mounted in the intake port and another inside the cylinder – improve power output and efficiency.

Strength and durability come from compacted graphite iron (CGI) that forms the upper engine block and cylinders. New for 2018, the 2.7L³ is paired with the 10-speed SelectShift automatic transmission for exceptional driveability.

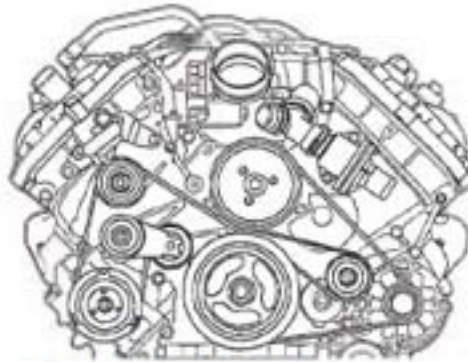
325 @ 5,000 rpm

400 lb.-ft. @ 2,750 rpm

20 city/26 hwy/22 combined mpg

2,470 lbs.

9,100 lbs.



ENHANCED 5.0L Ti-VCT V8

Horsepower and torque – increased. Fuel efficiency – improved. The trusted 5.0L V8 engine³ – better than ever. A new dual-injection system increases compression ratio to 12:1. Upgraded main and connecting rod bearings provide greater durability. And, new for 2018, the V8 is paired with the 10-speed SelectShift automatic transmission for the first time. “The 5.0L ... roars with a burly truck V8 note,” says *Motor Trend*.

An available, class-exclusive CNG/Propane Gaseous Engine Prep Package can ready your V8-equipped F-150 to be upfit for compressed natural gas (CNG), propane autogas, or as a bi-fuel vehicle with the ability to switch between CNG or propane and gasoline.⁴

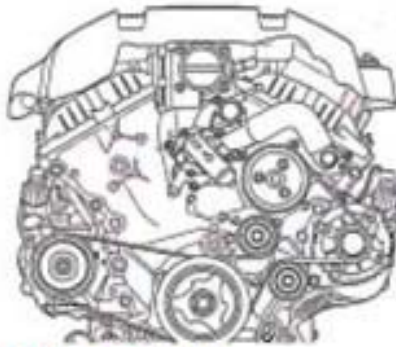
395 @ 5,750 rpm

400 lb.-ft. @ 4,500 rpm

17 city/23 hwy/19 combined mpg

3,270 lbs.

11,600 lbs.



2ND-GEN 3.5L ECOBOOST

All-new for the 2017 model year, the 3.5L EcoBoost[®] soldiers on for 2018 with a class-best 470 lb.-ft. of torque, along with 375 horsepower. Paired with the 10-speed SelectShift automatic transmission, engine torque is readily available across the speed range for instant acceleration and exceptional low-end and peak performance. Exactly what's needed for hauling heavy loads and towing heavy trailers.

A roller-finger follower valvetrain features durable intake and exhaust valves, as well as hydraulic valve-lash adjusters that optimize engine durability.

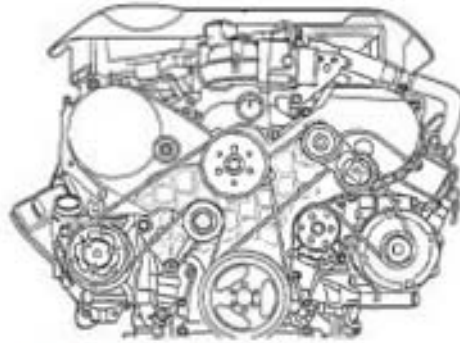
375 @ 5,000 rpm

470 lb.-ft. @ 3,500 rpm

18 city/25 hwy/21 combined mpg

3,230 lbs.

13,200 lbs.



ALL-NEW 3.0L POWER STROKE DIESEL

As the first-ever diesel engine in Ford F-150, the 3.0L Power Stroke® Turbo Diesel³ delivers 440 lb.-ft. of diesel torque and 250 diesel horsepower – both best in class. It's also paired with the 10-speed SelectShift automatic transmission to put all its usable low-end engine torque to good use.

With the transmission's 10-speed architecture, and the engine's peak torque arriving at a low 1,750 rpm, the diesel powertrain is an exceptional choice for towing – where strong torque delivery throughout the rpm range is exactly what you need.

250 @ 3,250 rpm

440 lb.-ft. @ 1,750 rpm

22 city/30 hwy/25 combined mpg

1,940 lbs.

11,400 lbs.

K. Economic harm

137. As a result of Defendant's unfair, deceptive, and/or fraudulent business practices, Plaintiffs did not receive the fuel efficiency that was advertised and will incur increased fuel costs over the life of their vehicle. Had Ford told the truth, that it was cheating on its coastdown testing, plaintiffs would not have bought their vehicle or would have paid substantially less.

VI. TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery rule tolling

138. Class members had no way of knowing about Ford's deception with respect to the Coastdown Cheating Vehicles' performance in real-world driving. To be sure, Ford continues to market the Coastdown Cheating Vehicles, including the 2019 Ranger, with false representations of its fuel efficiency. The Coastdown Cheating Vehicles also contain a computerized mileage "cheat device" that constantly misrepresents the fuel efficiency to consumers as they drive.

139. Within the period of any applicable statutes of limitation, Plaintiffs and members of the proposed Class could not have discovered through the exercise of reasonable diligence that Ford was concealing the conduct complained of herein and misrepresenting the company's true position with respect to the performance of the Coastdown Cheating Vehicles.

140. Plaintiffs and the other Class members did not discover, and did not know of, facts that would have caused a reasonable person to suspect that Ford did

not report information within its knowledge to federal and state authorities, its dealerships, or consumers; nor would a reasonable and diligent investigation have disclosed that Ford had concealed information about the true emissions of the Coastdown Cheating Vehicles, which was discovered by Plaintiffs only shortly before this action was filed. Nor in any event would such an investigation on the part of Plaintiffs and other Class members have disclosed that Ford valued profits over truthful marketing and compliance with the law.

141. For these reasons, all applicable statutes of limitation have been tolled by operation of the discovery rule with respect to claims as to the Coastdown Cheating Vehicles.

B. Fraudulent concealment tolling

142. All applicable statutes of limitation have also been tolled by Ford's knowing and active fraudulent concealment and denial of the facts alleged herein throughout the period relevant to this action.

143. Instead of disclosing its fuel economy and emissions testing scheme, Ford continues to falsely represent that the Coastdown Cheating Vehicles have higher fuel economy and lower emissions than advertised.

C. Estoppel

144. Ford was under a continuous duty to disclose to Plaintiffs and the other Class members the true character, quality, and nature of the Coastdown Cheating Vehicles' fuel efficiency and emissions.

145. Ford knowingly, affirmatively, and actively concealed or recklessly disregarded the true nature, quality, and character of the fuel efficiency and emissions in the Coastdown Cheating Vehicles and continues to do so in its advertising and brochures for continued sale of these vehicles.

146. Based on the foregoing, Ford is estopped from relying on any statutes of limitations in defense of this action.

VII. CLASS ALLEGATIONS

147. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to the provisions of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of the following class (collectively, the "Class"):

All persons who purchased or leased a Ford vehicle whose published EPA fuel economy ratings, as printed on the vehicles' window sticker, were more than the fuel economy rating produced by a properly conducted applicable federal mileage test. The vehicles in the Class include but are not limited to the model year 2019 Ford Ranger and the 2018 and 2019 Ford F-150.

The class is likely to also include other vehicles, as well as other model year vehicles. Plaintiffs reserve the right to amend the proposed class after additional information is received from Ford Motor Company in discovery.

148. Excluded from the Class are individuals who have personal injury claims resulting from the high emissions in the Coastdown Cheating Vehicles. Also excluded from the Class are Ford and its subsidiaries and affiliates; all persons who make a timely election to be excluded from the Class; governmental entities; the Judge to whom this case is assigned and his/her immediate family; and Plaintiffs' counsel. Plaintiffs reserve the right to revise the Class definition based upon information learned through discovery.

149. Certification of Plaintiffs' claims for class-wide treatment is appropriate because Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claim.

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

151. Numerosity. Federal Rule of Civil Procedure 23(a)(1): The members of the Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. For purposes of this complaint, Plaintiffs allege that there are in excess of an estimated 1,000,000 or more vehicles in the Class. The precise number of Class members is unknown to Plaintiffs but may be ascertained from Ford's books and records. Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination

methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

152. 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 Coastdown Cheating Vehicles into the stream of commerce in the United States;
- c) Whether Ford provided false information to consumers regarding the fuel efficiency and emissions of the Coastdown Cheating Vehicles;
- d) Whether Ford provided false information to the EPA regarding the fuel efficiency and emissions of the Coastdown Cheating Vehicles;
- e) Whether Ford knew, and for how long, that the testing certifying the fuel efficiency and emissions of the Coastdown Cheating Vehicles was tainted by inaccurate information;
- f) Whether Ford intentionally designed, manufactured, marketed, and distributed Coastdown Cheating Vehicles with misleading fuel efficiency and emissions ratings;
- g) Whether Plaintiffs and the other Class members overpaid for their vehicles at the point of sale; and
- h) Whether Plaintiffs and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.

153. 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.

154. 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 Class they seek to represent; Plaintiffs have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. Plaintiffs' counsel have been pioneers in uncovering emissions misconduct, including doing so in the diesel Ford, Mercedes, General Motors, and FCA emissions cases. The Class's interests will be fairly and adequately protected by Plaintiffs and their counsel.

155. 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.

COUNT 1

VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW (CAL. BUS. & PROF. CODE § 17200 *ET SEQ.*)

156. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

157. This claim is brought by the California Plaintiffs on behalf of California purchasers who are members of the Class.

158. California's Unfair Competition Law (UCL), CAL. BUS. & PROF. CODE § 17200 *et seq.*, proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."

159. Ford's conduct, as described herein, was and is in violation of the UCL. Ford's conduct violates the UCL in at least the following ways:

- i. By failing to disclose that the Coastdown Cheating Vehicles do not achieve the MPGs listed on the Monroney sticker or Ford's advertising;
- ii. By knowingly and intentionally concealing from Plaintiffs and the other California Class members that the Coastdown Cheating Vehicles contain reported MPGs via a Coastdown Cheating process that do not achieve the MPGs listed on the Monroney sticker, do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles;
- iii. By failing to disclose that fuel economy is achieved with manipulation of the computer trip meter;
- iv. By marketing the Coastdown Cheating Vehicles as fuel efficient vehicles; and
- v. By violating other California laws, including California consumer protection laws.

160. Ford intentionally and knowingly misrepresented material facts regarding the Coastdown Cheating Vehicles with an intent to mislead Plaintiffs and the Class.

161. In purchasing or leasing the Coastdown Cheating Vehicles, Plaintiffs and the other California Class members were deceived by Ford's failure to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was

advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the representation made by Ford.

162. Plaintiffs and California Class members reasonably relied upon Ford's false misrepresentations. They had no way of knowing that Ford's representations were false and gravely misleading. As alleged herein, Ford engaged in extremely sophisticated methods of deception. Plaintiffs and California Class members did not, and could not, unravel Ford's deception on their own.

163. Ford knew or should have known that its conduct violated the UCL.

164. Ford owed Plaintiffs and the Class a duty to disclose the truth about its fuel efficiency manipulation because Ford:

- i. Possessed exclusive knowledge that it manipulated the certification testing and onboard display of mileage;
- ii. Intentionally concealed the foregoing from Plaintiffs and the Class; and/or
- iii. Made incomplete representations that it manipulated the certification testing and onboard display of mileage in the Coastdown Cheating Vehicles to misrepresent the fuel economy, while purposefully withholding material facts from Plaintiffs and the Class that contradicted these representations.

165. Ford had a duty to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage

is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford.

166. Ford's conduct proximately caused injuries to Plaintiffs and the other California Class members.

167. Plaintiffs and the other California Class members were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Ford's conduct in that Plaintiffs and the other California Class members overpaid for the Coastdown Cheating Vehicles, and/or the Coastdown Cheating Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Ford's misrepresentations and omissions.

168. Ford's violations present a continuing risk to Plaintiffs as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

169. Ford's misrepresentations and omissions alleged herein caused Plaintiffs and the other California Class members to make their purchases or leases of the Coastdown Cheating Vehicles. Absent those misrepresentations and omissions, Plaintiffs and the other California Class members would not have purchased or leased these vehicles, would not have purchased or leased the Coastdown Cheating Vehicles at the prices they paid, and/or would have purchased

or leased less expensive alternative vehicles that did not contain the mileage cheat device and reduced fuel economy of the Coastdown Cheating Vehicles.

170. Accordingly, Plaintiffs and the other California Class members have suffered injury in fact, including lost money or property, as a result of Ford's misrepresentations and omissions.

171. Plaintiffs request that this Court enter such orders or judgments as may be necessary to restore to Plaintiffs and members of the Class any money it acquired by unfair competition, including restitution and/or restitutionary disgorgement, as provided in CAL. BUS. & PROF. CODE § 17203 and CAL. CIV. CODE § 3345; and for such other relief as may be appropriate.

COUNT 2

VIOLATIONS OF THE CALIFORNIA FALSE ADVERTISING LAW (CAL. BUS. & PROF. CODE § 17500 *ET SEQ.*)

172. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

173. This claim is brought by the California Plaintiffs on behalf of California purchasers who are members of the Class.

174. CAL. BUS. & PROF. 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.” Ford failed to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford.

175. 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 Plaintiffs and the other California Class members.

176. Ford has violated § 17500 because the misrepresentations and omissions regarding the functionality and fuel efficiency of the Coastdown Cheating Vehicles as set forth in this Complaint were material and likely to deceive a reasonable consumer.

177. Plaintiffs and the other California 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 Coastdown

Cheating Vehicles, Plaintiffs and the other California Class members relied on the misrepresentations and/or omissions of Ford with respect to the functionality and fuel economy of the Coastdown Cheating Vehicles. Had Plaintiffs and the other California Class members known this, they would not have purchased or leased the Coastdown Cheating Vehicles and/or paid as much for them. Accordingly, Plaintiffs and the other California Class members overpaid for the Coastdown Cheating Vehicles.

178. 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.

179. The facts concealed and omitted by Ford to Plaintiffs and the other California Class members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease the Coastdown Cheating Vehicles or pay a lower price. Had Plaintiffs and the other California Class members known of the lower fuel economy or onboard mileage cheat device at the time they purchased or leased the Coastdown Cheating Vehicles, they would not have purchased or leased those vehicles, or would have paid substantially less for the vehicles than they did.

180. Plaintiffs have provided Ford with notice of its violations of the CLRA pursuant to CAL. CIV. CODE § 1782(a). The notice was transmitted to Ford on June 20, 2019.

181. Plaintiffs' and the other California Class members' injuries were proximately caused by Ford's fraudulent and deceptive business practices.

182. Therefore, Plaintiffs and the other California Class members are entitled to equitable and monetary relief under the CLRA.

183. Plaintiffs, individually and on behalf of the other California Class members, request that this Court enter such orders or judgments as may be necessary to restore to Plaintiffs and the other California Class members any money Ford acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief as may be appropriate.

COUNT 3

BREACH OF CONTRACT (BASED ON CALIFORNIA LAW)

184. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

185. This claim is brought by the California Plaintiffs on behalf of California purchasers who are members of the Class.

186. Ford's misrepresentations and omissions alleged herein, including Ford's failure to disclose the existence of the Coastdown Cheating Vehicles'

onboard fuel efficiency cheat device and lower fuel economy than advertised and certified, caused Plaintiffs and the other California Class members to make their purchases or leases of the Coastdown Cheating Vehicles. Absent those misrepresentations and omissions, Plaintiffs and the other California Class members would not have purchased or leased the Coastdown Cheating Vehicles, would not have purchased or leased the Coastdown Cheating Vehicles at the prices they paid, and/or would have purchased or leased less expensive alternative vehicles that did not contain the reduced mileage or fuel efficiency cheat device. Accordingly, Plaintiffs and the other California Class members overpaid for the Coastdown Cheating Vehicles and did not receive the benefit of their bargain.

187. Each and every sale or lease of an Coastdown Cheating Vehicle constitutes a contract between Ford and the purchaser or lessee. Ford breached these contracts by selling or leasing to Plaintiffs and the other California Class members defective Coastdown Cheating Vehicles and by misrepresenting or failing to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford.

188. As a direct and proximate result of Ford's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial,

which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT 4

FRAUDULENT CONCEALMENT (BASED ON CALIFORNIA LAW)

189. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

190. This claim is brought by the California Plaintiffs on behalf of California purchasers who are members of the Class.

191. Ford intentionally concealed the fact that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, and Ford acted with reckless disregard for the truth and denied Plaintiffs and the other California Class members information that is highly relevant to their purchasing decision.

192. Ford further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car that the Coastdown Cheating Vehicles it was selling had no significant defects, had the advertised and certified fuel efficiency, and did not reveal the existence of a mileage cheat device.

193. Ford knew these representations were false when made.

194. The Coastdown Cheating Vehicles purchased or leased by Plaintiffs and the other Class members were, in fact, defective, with reduced fuel efficiency and a fuel efficiency cheat device.

195. Ford had a duty to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, because Plaintiffs and the other California Class members relied on Ford's material representations or omissions of fact that the Coastdown Cheating Vehicles they were purchasing were fuel efficient and free from defects.

196. As alleged in this Complaint, at all relevant times, Ford has held out the Coastdown Cheating Vehicles to be fuel efficient. Ford disclosed certain details about the Coastdown Cheating Vehicles, but nonetheless, Ford intentionally failed to disclose the important facts concerning the lack of fuel efficiency and existence of a fuel efficiency cheat device, making other disclosures about the fuel efficiency deceptive.

197. The truth about the lack of fuel efficiency and Ford's manipulations of certifications and inclusion of a fuel efficiency defeat device was known only to

Ford; Plaintiffs and the California Class members did not know of these facts and Ford actively concealed these facts from Plaintiffs and California Class members.

198. Plaintiffs and California Class members reasonably relied upon Ford's deception. They had no way of knowing that Ford's representations were false and/or misleading. As consumers, Plaintiffs and California Class members did not, and could not, unravel Ford's deception on their own. Rather, Ford intended to deceive Plaintiffs and California Class members by concealing the true facts about the Coastdown Cheating Vehicles' lack of fuel efficiency.

199. Ford also concealed and suppressed material facts concerning what is evidently the true culture of Ford—one characterized by an emphasis on profits and sales above compliance with federal and state clean air laws and emissions regulations that are meant to protect the public and consumers. It also emphasized profits and sales above the trust that Plaintiffs and California Class members placed in its representations.

200. Ford's false representations were material to consumers, because they concerned the fuel efficiency of the Coastdown Cheating Vehicles, and also because the representations played a significant role in the value of the vehicles. As Ford well knew, its customers, including Plaintiffs and California Class members, highly valued that the vehicles they were purchasing or leasing were fuel efficient, and they paid accordingly.

201. Ford had a duty to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, because details of the true facts were known and/or accessible only to Ford, because Ford had exclusive knowledge as to such facts, and because Ford knew these facts were not known to or reasonably discoverable by Plaintiffs or California Class members. Ford also had a duty to disclose because it made general affirmative representations about the qualities of its vehicles with respect to fuel efficiency, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual mileage of its vehicles. Having volunteered to provide information to Plaintiffs and California 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 Coastdown Cheating Vehicles purchased or leased by Plaintiffs and California Class members. Whether an automobile is fuel efficient and whether it accurately measures its own gasoline consumption are material concerns to a consumer. Ford represented to Plaintiffs and California Class members that they were purchasing or leasing fuel efficient vehicles, when in fact the Coastdown Cheating Vehicles do not perform

as advertised and certified and do not accurately report their own fuel consumption.

202. Ford actively concealed and/or suppressed these material facts, in whole or in part, to pad and protect its profits and to avoid the perception that its vehicles were not fuel efficient or low emissions, which perception would hurt the brand's image and cost Ford money, and it did so at the expense of Plaintiffs and California Class members.

203. Ford has still not made full and adequate disclosures and continues to defraud Plaintiffs and California Class members by concealing material information regarding the fuel efficiency of its Coastdown Cheating Vehicles.

204. Plaintiffs and California Class members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts, in that they would not have purchased purportedly fuel efficient vehicles manufactured by Ford, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and California Class members' actions were justified. Ford was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or California Class members.

205. Accordingly, Ford is liable to Plaintiffs and California Class members for damages in an amount to be proven at trial.

206. Ford's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and California Class members' rights and the representations that Ford made to them were made in order to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT 5

VIOLATIONS OF THE FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT (FLA. STAT. § 501.201 *ET SEQ.*)

207. Plaintiffs Kyle Mannion and Gerald O'Hara incorporate by reference all preceding allegations as though fully set forth herein.

208. Plaintiffs bring this Count on behalf of the Florida Subclass.

209. Plaintiffs and the Subclass are "consumers" within the meaning of Florida Unfair and Deceptive Trade Practices Act (Florida UDTPA), FLA. STAT. § 501.203(7).

210. Defendants engaged in "trade or commerce" within the meaning of FLA. STAT. § 501.203(8).

211. Florida's Deceptive and Unfair Trade Practices Act prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce." FLA. STAT.

§ 501.204(1). Defendants participated in unfair and deceptive trade practices that violated the Florida UDTPA as described herein. Defendant engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices as defined in FLA. STAT. § 501.204(1). Defendant's conduct offends established public policy, is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers, and is likely to mislead consumers.

212. Accordingly, the Defendant engaged in unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices, including representing that Coastdown Cheating Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Coastdown Cheating Vehicles are of a particular standard and quality when they are not; 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; 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 failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.

213. Plaintiffs and Subclass members reasonably relied upon the Defendant's false misrepresentations. They had no way of knowing that the

Defendant's representations were false and gravely misleading. As alleged herein, the Defendant engaged in extremely sophisticated methods of deception. Plaintiffs and Subclass members did not, and could not, unravel the Defendant's deception on their own.

214. The Defendant's actions as set forth above occurred in the conduct of trade or commerce.

215. The Defendant's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers.

216. The Defendant intentionally and knowingly misrepresented material facts regarding the Coastdown Cheating Vehicles with an intent to mislead Plaintiffs and the Subclass.

217. The Defendant knew or should have known that their conduct violated the Florida UDTPA.

218. The Defendant owed Plaintiffs and the Subclass a duty to disclose the truth about their emissions systems manipulation because the Defendant:

a. Possessed exclusive knowledge that they manipulated the fuel mileage tests;

b. Intentionally concealed the foregoing from Plaintiffs and the Subclass; and/or

c. Made incomplete representations that they manipulated the fuel mileage tests in the Coastdown Cheating Vehicles to turn off or limit effectiveness in normal driving conditions, while purposefully withholding material facts from Plaintiffs and the Subclass that contradicted these representations.

219. The Defendant's conduct proximately caused injuries to Plaintiffs and the other Subclass members.

220. Plaintiffs and the other Subclass members were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of the Defendant's conduct in that Plaintiffs and the other Subclass members overpaid for their Coastdown Cheating Vehicles and did not receive the benefit of their bargain. These injuries are the direct and natural consequence of the Defendant's misrepresentations and omissions.

221. The Defendant's violations present a continuing risk to Plaintiffs as well as to the general public. The Defendant's unlawful acts and practices complained of herein affect the public interest.

222. Accordingly, the Defendant is liable to Plaintiffs and Subclass members for damages in an amount to be proven at trial.

COUNT 6

**BREACH OF CONTRACT
(BASED ON FLORIDA LAW)**

223. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

224. This claim is brought by the Florida Plaintiffs on behalf of Florida purchasers who are members of the Class.

225. Ford's misrepresentations and omissions alleged herein, including Ford's failure to disclose the existence of the Coastdown Cheating Vehicles' onboard fuel efficiency cheat device and lower fuel economy than advertised and certified, caused Plaintiffs and the other Florida Class members to make their purchases or leases of the Coastdown Cheating Vehicles. Absent those misrepresentations and omissions, Plaintiffs and the other Florida Class members would not have purchased or leased the Coastdown Cheating Vehicles, would not have purchased or leased the Coastdown Cheating Vehicles at the prices they paid, and/or would have purchased or leased less expensive alternative vehicles that did not contain the reduced mileage or fuel efficiency cheat device. Accordingly, Plaintiffs and the other Florida Class members overpaid for the Coastdown Cheating Vehicles and did not receive the benefit of their bargain.

226. Each and every sale or lease of a Coastdown Cheating Vehicle constitutes a contract between Ford and the purchaser or lessee. Ford breached

these contracts by selling or leasing to Plaintiffs and the other Florida Class members defective Coastdown Cheating Vehicles and by misrepresenting or failing to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford.

227. As a direct and proximate result of Ford's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT 7

FRAUDULENT CONCEALMENT (BASED ON FLORIDA LAW)

228. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

229. This claim is brought by the Florida Plaintiffs on behalf of Florida purchasers who are members of the Class.

230. Ford intentionally concealed the fact that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, and Ford

acted with reckless disregard for the truth and denied Plaintiffs and the other Florida Class members information that is highly relevant to their purchasing decision.

231. Ford further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car that the Coastdown Cheating Vehicles it was selling had no significant defects, had the advertised and certified fuel efficiency, and did not reveal the existence of a mileage cheat device.

232. Ford knew these representations were false when made.

233. The Coastdown Cheating Vehicles purchased or leased by Plaintiffs and the other Class members were, in fact, defective, with reduced fuel efficiency and a fuel efficiency cheat device.

234. Ford had a duty to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, because Plaintiffs and the other Florida Class members relied on Ford's material representations or omissions of fact that the Coastdown Cheating Vehicles they were purchasing were fuel efficient and free from defects.

235. As alleged in this Complaint, at all relevant times, Ford has held out the Coastdown Cheating Vehicles to be fuel efficient. Ford disclosed certain details about the Coastdown Cheating Vehicles, but nonetheless, Ford intentionally failed to disclose the important facts concerning the lack of fuel efficiency and existence of a fuel efficiency cheat device, making other disclosures about the fuel efficiency deceptive.

236. The truth about the lack of fuel efficiency and Ford's manipulations of certifications and inclusion of a fuel efficiency defeat device was known only to Ford; Plaintiffs and the Florida Class members did not know of these facts and Ford actively concealed these facts from Plaintiffs and Florida Class members.

237. Plaintiffs and Florida Class members reasonably relied upon Ford's deception. They had no way of knowing that Ford's representations were false and/or misleading. As consumers, Plaintiffs and Florida Class members did not, and could not, unravel Ford's deception on their own. Rather, Ford intended to deceive Plaintiffs and Florida Class members by concealing the true facts about the Coastdown Cheating Vehicles' lack of fuel efficiency.

238. Ford also concealed and suppressed material facts concerning what is evidently the true culture of Ford—one characterized by an emphasis on profits and sales above compliance with federal and state clean air laws and emissions regulations that are meant to protect the public and consumers. It also emphasized

profits and sales above the trust that Plaintiffs and Florida Class members placed in its representations.

239. Ford's false representations were material to consumers, because they concerned the fuel efficiency of the Coastdown Cheating Vehicles, and also because the representations played a significant role in the value of the vehicles. As Ford well knew, its customers, including Plaintiffs and Florida Class members, highly valued that the vehicles they were purchasing or leasing were fuel efficient, and they paid accordingly.

240. Ford had a duty to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, because details of the true facts were known and/or accessible only to Ford, because Ford had exclusive knowledge as to such facts, and because Ford knew these facts were not known to or reasonably discoverable by Plaintiffs or Florida Class members. Ford also had a duty to disclose because it made general affirmative representations about the qualities of its vehicles with respect to fuel efficiency, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual mileage of its vehicles. Having volunteered to provide information to Plaintiffs and Florida 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 Coastdown Cheating Vehicles purchased or leased by Plaintiffs and Florida Class members. Whether an automobile is fuel efficient and whether it accurately measures its own gasoline consumption are material concerns to a consumer. Ford represented to Plaintiffs and Florida Class members that they were purchasing or leasing fuel efficient vehicles, when in fact the Coastdown Cheating Vehicles do not perform as advertised and certified and do not accurately report their own fuel consumption.

241. Ford actively concealed and/or suppressed these material facts, in whole or in part, to pad and protect its profits and to avoid the perception that its vehicles were not fuel efficient or low emissions, which perception would hurt the brand's image and cost Ford money, and it did so at the expense of Plaintiffs and Florida Class members.

242. Ford has still not made full and adequate disclosures and continues to defraud Plaintiffs and Florida Class members by concealing material information regarding the fuel efficiency of its Coastdown Cheating Vehicles.

243. Plaintiffs and Florida Class members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts, in that they would not have purchased purportedly fuel efficient vehicles manufactured by Ford, and/or would

have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Florida Class members' actions were justified. Ford was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Florida Class members.

244. Accordingly, Ford is liable to Plaintiffs and Florida Class members for damages in an amount to be proven at trial.

245. Ford's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Florida Class members' rights and the representations that Ford made to them were made in order to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT 8

VIOLATIONS OF THE KENTUCKY CONSUMER PROTECTION ACT (KY. REV. STAT. § 367.110 *ET SEQ.*).

246. Plaintiff Ryan Combs incorporates by reference all paragraphs as though fully set forth herein.

247. Plaintiff brings this Count on behalf of the Kentucky Class members.

248. Ford, Plaintiff, and the Kentucky Class are "persons" within the meaning of the KY. REV. STAT. § 367.110(1).

249. Ford engaged in “trade” or “commerce” within the meaning of KY. REV. STAT. § 367.110(2).

250. The Kentucky Consumer Protection Act (Kentucky CPA) makes unlawful “[u]nfair, false, misleading, or deceptive acts or practices in the conduct of any trade or commerce” KY. REV. STAT. § 367.170(1). In the course of Ford’s business, it willfully failed to disclose and actively concealed the true mileage of the Coastdown Cheating Vehicles, which is less than a reasonable consumer would expect in light of Ford’s advertising campaign, and that the Coastdown Cheating Vehicles contained a mileage cheat device to continually misrepresent the Coastdown Cheating Vehicles’ mileage to the consumer. Accordingly, Ford engaged in deceptive business practices prohibited by the Kentucky CPA.

251. In purchasing or leasing the Coastdown Cheating Vehicles, Plaintiff and the other Class members were deceived by Ford’s misrepresentation of fuel efficiency and inclusion of a mileage cheat device to continually misrepresent the vehicle’s fuel economy, as described above.

252. Plaintiff and Class members reasonably relied upon Ford’s false misrepresentations. They had no way of knowing that Ford’s representations were false and gravely misleading. As alleged herein, Ford engaged in extremely

sophisticated methods of deception. Plaintiff and Class members did not, and could not, unravel Ford's deception on their own.

253. Ford's actions as set forth above occurred in the conduct of trade or commerce.

254. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers.

255. Ford intentionally and knowingly misrepresented material facts regarding the Coastdown Cheating Vehicles with an intent to mislead Plaintiff and the Class.

256. Ford knew or should have known that its conduct violated the Kentucky CPA.

257. Ford owed Plaintiff and the Class a duty to disclose the truth about its mileage manipulation because Ford:

- a. Possessed exclusive knowledge that it manipulated the fuel economy representations and created the mileage cheat device in the Coastdown Cheating Vehicles;
- b. Intentionally concealed the foregoing from Plaintiff and the Class; and/or
- c. Made incomplete representations that it manipulated the mileage certifications in the Coastdown Cheating Vehicles, while purposefully withholding material facts from Plaintiff and the Class that contradicted these representations.

258. Ford had a duty to disclose the true mileage and the presence of a mileage cheat device in the Coastdown Cheating Vehicles, because Plaintiff and

the other Class members relied on Ford's material representations that the Coastdown Cheating Vehicles they were purchasing were fuel efficient, and free from defects or a cheat device.

259. Ford's conduct proximately caused injuries to Plaintiff and the other Class members.

260. Plaintiff and the other Class members were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Ford's conduct in that Plaintiff and the other Class members overpaid for the Coastdown Cheating Vehicles and did not receive the benefit of their bargain, and their Coastdown Cheating Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Ford's misrepresentations and omissions.

261. Ford's violations present a continuing risk to Plaintiff as well as to the general public, in terms of continued misrepresentations, continued excess fuel consumption, and continued increases in pollution, and therefore Ford's unlawful acts and practices complained of herein affect the public interest.

262. Pursuant to KY. REV. STAT. ANN. § 367.220, Plaintiff and the Class seek to recover actual damages in an amount to be determined at trial; declaratory relief; attorneys' fees; and any other just and proper relief available under KY. REV. STAT. ANN. § 367.220.

COUNT 9

VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT (N.J. STAT. ANN. § 56:8-1 *ET SEQ.*)

263. Plaintiff Dean Kriner hereby incorporates by reference the allegations contained in the preceding paragraphs of this complaint.

264. This claim is brought by Plaintiff on behalf of New Jersey purchasers who are members of the Class.

265. The New Jersey Consumer Fraud Act (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, misrepresentation, or the knowing concealment, suppression or omission of any material fact with the intent that others rely upon such 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 failed to disclose that the Coastdown Cheating Vehicles do not have the advertised and certified fuel efficiency, and in fact contain a mileage cheat device that continually misrepresents the mileage of the vehicle to the user. The Coastdown Cheating Vehicles’ fuel economy are far worse than a reasonable consumer would expect given the premium paid for these vehicles over other vehicles.

266. Ford, Plaintiff, and New Jersey Class members are “persons” within the meaning of N.J. STAT. ANN. § 56:8-1(d).

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

268. Plaintiff is entitled to recover legal and/or equitable relief, including an order enjoining Ford’s unlawful conduct, treble damages, costs, and reasonable attorneys’ fees pursuant to N.J. STAT. ANN. § 56:8-19, and any other just and appropriate relief.

COUNT 10

BREACH OF CONTRACT (BASED ON NEW JERSEY LAW)

269. Plaintiff incorporates by reference all paragraphs as though fully set forth herein.

270. This claim is brought by the New Jersey Plaintiff on behalf of New Jersey purchasers who are members of the Class.

271. Ford’s misrepresentations and omissions alleged herein, including Ford’s failure to disclose the existence of the Coastdown Cheating Vehicles’ onboard fuel efficiency cheat device and lower fuel economy than advertised and certified, caused Plaintiff and the other New Jersey Class members to make their purchases or leases of the Coastdown Cheating Vehicles. Absent those misrepresentations and omissions, Plaintiff and the other New Jersey Class

members would not have purchased or leased the Coastdown Cheating Vehicles, would not have purchased or leased the Coastdown Cheating Vehicles at the prices they paid, and/or would have purchased or leased less expensive alternative vehicles that did not contain the reduced mileage or fuel efficiency cheat device. Accordingly, Plaintiff and the other New Jersey Class members overpaid for the Coastdown Cheating Vehicles and did not receive the benefit of their bargain.

272. Each and every sale or lease of an Coastdown Cheating Vehicle constitutes a contract between Ford and the purchaser or lessee. Ford breached these contracts by selling or leasing to Plaintiff and the other New Jersey Class members defective Coastdown Cheating Vehicles and by misrepresenting or failing to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford.

273. As a direct and proximate result of Ford's breach of contract, Plaintiff and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT 11

**FRAUDULENT CONCEALMENT
(BASED ON NEW JERSEY LAW)**

274. Plaintiff incorporates by reference all paragraphs as though fully set forth herein.

275. This claim is brought by the New Jersey Plaintiff on behalf of New Jersey purchasers who are members of the Class.

276. Ford intentionally concealed the fact that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, and Ford acted with reckless disregard for the truth and denied Plaintiff and the other New Jersey Class members information that is highly relevant to their purchasing decision.

277. Ford further affirmatively misrepresented to Plaintiff in advertising and other forms of communication, including standard and uniform material provided with each car that the Coastdown Cheating Vehicles it was selling had no significant defects, had the advertised and certified fuel efficiency, and did not reveal the existence of a mileage cheat device.

278. Ford knew these representations were false when made.

279. The Coastdown Cheating Vehicles purchased or leased by Plaintiff and the other Class members were, in fact, defective, with reduced fuel efficiency and a fuel efficiency cheat device.

280. Ford had a duty to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, because Plaintiff and the other New Jersey Class members relied on Ford's material representations or omissions of fact that the Coastdown Cheating Vehicles they were purchasing were fuel efficient and free from defects.

281. As alleged in this Complaint, at all relevant times, Ford has held out the Coastdown Cheating Vehicles to be fuel efficient. Ford disclosed certain details about the Coastdown Cheating Vehicles, but nonetheless, Ford intentionally failed to disclose the important facts concerning the lack of fuel efficiency and existence of a fuel efficiency cheat device, making other disclosures about the fuel efficiency deceptive.

282. The truth about the lack of fuel efficiency and Ford's manipulations of certifications and inclusion of a fuel efficiency defeat device was known only to Ford; Plaintiff and the New Jersey Class members did not know of these facts and Ford actively concealed these facts from Plaintiff and New Jersey Class members.

283. Plaintiff and New Jersey Class members reasonably relied upon Ford's deception. They had no way of knowing that Ford's representations were false and/or misleading. As consumers, Plaintiff and New Jersey Class members did not, and could not, unravel Ford's deception on their own. Rather, Ford intended to deceive Plaintiff and New Jersey Class members by concealing the true facts about the Coastdown Cheating Vehicles' lack of fuel efficiency.

284. Ford also concealed and suppressed material facts concerning what is evidently the true culture of Ford—one characterized by an emphasis on profits and sales above compliance with federal and state clean air laws and emissions regulations that are meant to protect the public and consumers. It also emphasized profits and sales above the trust that Plaintiff and New Jersey Class members placed in its representations.

285. Ford's false representations were material to consumers, because they concerned the fuel efficiency of the Coastdown Cheating Vehicles, and also because the representations played a significant role in the value of the vehicles. As Ford well knew, its customers, including Plaintiff and New Jersey Class members, highly valued that the vehicles they were purchasing or leasing were fuel efficient, and they paid accordingly.

286. Ford had a duty to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage

is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, because details of the true facts were known and/or accessible only to Ford, because Ford had exclusive knowledge as to such facts, and because Ford knew these facts were not known to or reasonably discoverable by Plaintiff or New Jersey Class members. Ford also had a duty to disclose because it made general affirmative representations about the qualities of its vehicles with respect to fuel efficiency, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual mileage of its vehicles. Having volunteered to provide information to Plaintiff and New Jersey 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 Coastdown Cheating Vehicles purchased or leased by Plaintiff and New Jersey Class members. Whether an automobile is fuel efficient and whether it accurately measures its own gasoline consumption are material concerns to a consumer. Ford represented to Plaintiff and New Jersey Class members that they were purchasing or leasing fuel efficient vehicles, when in fact the Coastdown Cheating Vehicles do not perform as advertised and certified and do not accurately report their own fuel consumption.

287. Ford actively concealed and/or suppressed these material facts, in whole or in part, to pad and protect its profits and to avoid the perception that its vehicles were not fuel efficient or low emissions, which perception would hurt the brand's image and cost Ford money, and it did so at the expense of Plaintiff and New Jersey Class members.

288. Ford has still not made full and adequate disclosures and continues to defraud Plaintiff and New Jersey Class members by concealing material information regarding the fuel efficiency of its Coastdown Cheating Vehicles.

289. Plaintiff and New Jersey Class members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts, in that they would not have purchased purportedly fuel efficient vehicles manufactured by Ford, and/or would have taken other affirmative steps in light of the information concealed from them. Plaintiff's and New Jersey Class members' actions were justified. Ford was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiff, or New Jersey Class members.

290. Accordingly, Ford is liable to Plaintiff and New Jersey Class members for damages in an amount to be proven at trial.

291. Ford's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiff's and

New Jersey Class members' rights and the representations that Ford made to them were made in order to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT 12

VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT (TEX. BUS. & COM. CODE § 17.4 *ET SEQ.*)

292. Plaintiff David Brewer realleges and incorporates by reference all paragraphs alleged herein.

293. This claim is brought by Plaintiff on behalf of Texas purchasers who are members of the Class.

294. Plaintiff and the Texas Class members are individuals 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.

295. The Texas Deceptive Trade Practices-Consumer Protection Act ("Texas DTPA") provides a private right of action to a consumer where the consumer suffers economic damage as the result of either (i) the use of false, misleading, or deceptive act or practice specifically enumerated in TEX. BUS. & COM. CODE § 17.46(b); or (ii) "an unconscionable action or course of action by any person." TEX. BUS. & COM. CODE § 17.50(a)(2) & (3). The Texas DTPA declares

several specific actions to be unlawful, including: “(5) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or qualities that they do not have”; “(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 “(9) advertising goods or services with intent not to sell them as advertised.” An “unconscionable action or course of action” 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). As detailed herein, Ford has engaged in an unconscionable action or course of action and thereby caused economic damages to the Texas Class.

296. In the course of business, Ford willfully failed to disclose and actively concealed the conduct discussed herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, the use of a mileage cheat device, and/or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of Coastdown Cheating Vehicles.

297. Ford’s unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the other Texas Class

members, about the true performance of the Coastdown Cheating Vehicles, the lower fuel economy, the shorter range of the vehicle due to its lower fuel economy, and the increased environmental impact of Ford vehicles, and the true value of the Coastdown Cheating Vehicles.

298. Ford intentionally and knowingly misrepresented material facts regarding the Coastdown Cheating Vehicles with intent to mislead Plaintiff and the Texas Class.

299. Ford knew or should have known that their conduct violated the Texas DTPA.

300. Ford owed Plaintiff and Texas Class members a duty to disclose the performance, fuel mileage, and true environmental impact of the Coastdown Cheating Vehicles, because Ford:

- a. Possessed exclusive knowledge that they were selling and distributing Coastdown Cheating Vehicles throughout the United States that did not perform as advertised and contained a mileage cheat device;
- b. Intentionally concealed the foregoing from Plaintiff and the Texas Class; and/or
- c. Made incomplete representations about the environmental friendliness, fuel mileage, towing capacity, and performance of the Coastdown Cheating Vehicles while purposefully withholding material facts from Plaintiff and the Texas Class that contradicted these representations.

301. Because Ford fraudulently concealed the lower mileage of the Coastdown Cheating Vehicles, the value of the Coastdown Cheating Vehicles has

greatly diminished. In light of the stigma attached to the Coastdown Cheating Vehicles by Ford's conduct, they are now worth significantly less than they otherwise would be.

302. Ford's omissions and/or misrepresentations about the fuel consumption of the Coastdown Cheating Vehicles were material to Plaintiff and the Texas Class.

303. Plaintiff and the Texas Class suffered ascertainable loss caused by Ford's misrepresentations and their concealment of and failure to disclose material information. Class members who purchased the Coastdown Cheating Vehicles either would have paid less for their vehicles or would not have purchased or leased them at all but for Ford's violations of the Texas DTPA.

304. Ford had an ongoing duty to all Ford customers to refrain from unfair and deceptive practices under the Texas DTPA. All owners of Coastdown Cheating Vehicles suffered ascertainable loss in the form of the diminished value of their vehicle as a result of Ford's deceptive and unfair acts and practices made in the course of Ford's business.

305. Ford's violations present a continuing risk to Plaintiff as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

306. As a direct and proximate result of Ford's violations of the Texas DTPA, Plaintiff and the Texas Class have suffered injury-in-fact and/or actual damage.

307. On June 20, 2019, Plaintiff sent a letter complying with TEX. BUS. & COM. CODE Ann. § 17.505 to Ford.

308. Plaintiff seeks monetary relief against Ford measured as actual damages in an amount to be determined at trial, treble damages for Ford's knowing violations of the Texas DTPA, and any other just and proper relief available under the Texas DTPA.

309. Alternatively, or additionally, pursuant to TEX. BUS. & COM. CODE § 17.50(b)(3) & (4), Plaintiff is also entitled to disgorgement or to rescission or to any other relief necessary to restore any money or property that was acquired from Plaintiff based on violations of the Texas DTPA or which the Court deems proper.

COUNT 13

VIOLATION OF THE ALABAMA DECEPTIVE TRADE PRACTICES ACT (ALA. CODE § 8-19-1 *et seq.*)

310. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

311. This claim is included here for notice purposes only. Once the statutory notice period has expired, Plaintiffs will amend their complaint to bring this claim on behalf of Alabama purchasers who are members of the Class.

312. The Alabama Deceptive Trade Practices Act (Alabama DTPA) declares several specific actions to be unlawful, including: “engaging in any other unconscionable, false, misleading, or deceptive act or practice in the conduct of trade or commerce.” ALA. CODE § 8-19-5.

313. Plaintiffs and Alabama Class members are “consumers” within the meaning of ALA. CODE. § 8-19-3(2).

314. Plaintiffs, Alabama Class members, and Ford are “persons” within the meaning of ALA. CODE § 8-19-3(3).

315. Ford was and is engaged in “trade or commerce” within the meaning of ALA. CODE § 8-19-3(8).

316. Pursuant to ALA. CODE § 8-19-10, Plaintiffs will amend to seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$100 for each plaintiff.

317. Plaintiffs also will amend to seek an order enjoining Ford’s unfair, unlawful, and/or deceptive practices, attorneys’ fees, and any other just and proper relief available under ALA. CODE. § 8-19-1, *et seq.*

318. On June 20, 2019, Plaintiffs sent a letter complying with ALA. CODE § 8-19-10(e) to Ford. Should Ford fail to remedy its unlawful conduct within the requisite period, Plaintiff will amend to seek all damages and relief to which they are entitled.

COUNT 14

VIOLATION OF THE ALASKA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT (ALASKA STAT. ANN. § 45.50.471 *et seq.*)

319. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

320. This claim is included here for notice purposes only. Once the statutory notice period has expired, Plaintiffs will amend their complaint to bring this claim on behalf of Alaska purchasers who are members of the Class.

321. The Alaska Unfair Trade Practices and Consumer Protection Act (Alaska CPA) declared unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce unlawful, including “using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged.” ALASKA STAT. ANN. § 45.50.471.

322. Pursuant to ALASKA STAT ANN. § 45.50.531, Plaintiffs will amend their Complaint to seek monetary relief against Ford measured as the greater of (a) three times the actual damages in an amount to be determined at trial or (b) \$500 for each plaintiff.

323. Plaintiffs also will amend to seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices pursuant to ALASKA STAT. ANN. § 45.50.535(b)(1), attorneys' fees, and any other just and proper relief available under the Alaska CPA.

324. Plaintiffs sent a letter on June 20, 2019 complying with ALASKA STAT. ANN. § 45.50.535(b)(1) to Ford.

COUNT 15

VIOLATION OF THE ARIZONA CONSUMER FRAUD ACT (ARIZONA REV. STAT. § 44-1521 *et seq.*)

325. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

326. This claim is brought by Plaintiffs on behalf of Arizona purchasers who are members of the Class.

327. The Arizona Consumer Fraud Act (Arizona CFA) provides that “[t]he act, use or employment by any person of any deception, deceptive act or practice, fraud . . . , misrepresentation, 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 any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice.” ARIZ. REV. STAT. § 44-1522(A). Ford failed to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, they contain a mileage cheat device that continually lies to the consumer, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford.

328. Ford, Plaintiffs, and Arizona Class members are “persons” within the meaning of the Arizona CFA, ARIZ. REV. STAT. § 44-1521(6).

329. Each Coastdown Cheating Vehicle at issue is “merchandise” within the meaning of ARIZ. REV. STAT. § 44-1521(5).

330. Ford’s conduct, as set forth above, occurred in the conduct of trade or commerce.

331. Pursuant to the Arizona CFA, Plaintiffs seek monetary relief against Ford in an amount to be determined at trial. Plaintiffs also seek punitive damages because Ford engaged in aggravated and outrageous conduct with an evil mind.

332. Plaintiffs also seek an order enjoining Ford’s unfair, unlawful, and/or deceptive practices, attorneys’ fees, and any other just and proper relief available under the Arizona CFA.

COUNT 16

**VIOLATION OF THE ARKANSAS
DECEPTIVE TRADE PRACTICES ACT
(ARK. CODE ANN. § 4-88-101 *et seq.*)**

333. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

334. This claim is brought by Plaintiffs on behalf of Arkansas purchasers who are members of the class.

335. The Arkansas Deceptive Trade Practices Act (Arkansas DTPA) prohibits “[d]eceptive and unconscionable trade practices,” which include but are not limited to “[e]ngaging in any . . . unconscionable false, or deceptive act or practice in business, commerce, or trade.” ARK. CODE. ANN. § 4-88-107(a)(10). The Arkansas DTPA also prohibits, in connection with the sale or advertisement of any goods, “(1) the act, use, or employment by any person of any deception, fraud, or pretense; or (2) the concealment, suppression, or omission of any material fact with intent that other rely upon the concealment, suppression, or omission.” ARK CODE. ANN. § 4-88-108. Ford failed to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford.

336. Ford, Plaintiffs, and Arkansas Class members are “persons” within the meaning of ARK. CODE. ANN. § 4-88-102(5).

337. Each Coastdown Cheating Vehicle at issue constitutes “goods” within the meaning of ARK. CODE ANN. § 4-88-102(4).

338. Plaintiffs seek monetary relief against Ford in an amount to be determined at trial. Plaintiffs also seek punitive damages because Ford acted wantonly in causing Plaintiffs’ and Arkansas Class members’ injuries, or with such a conscious indifference to the consequences that malice may be inferred.

339. Plaintiffs also seek an order enjoining Ford’s unfair, unlawful, and/or deceptive practices, attorneys’ fees, and any other just and proper relief available under the Arkansas DTPA.

COUNT 17

VIOLATION OF THE GEORGIA FAIR BUSINESS PRACTICES ACT (GA. CODE ANN. § 10-1-390 *et seq.*)

340. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

341. This claim is included here for notice purposes only. Once the statutory notice period has expired, Plaintiffs will amend their complaint to bring this claim on behalf of Georgia purchasers who are members of the Class.

342. The Georgia Fair Business Practices Act (Georgia FBPA) declares “[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce” to be unlawful, GA. CODE ANN. § 101-393(b), including but not limited to “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have”; “[r]epresenting that goods or services are of a particular standard, quality, or grade . . . if they are of another”; and “[a]dvertising goods or services with intent not to sell them as advertised and certified.” GA. CODE ANN. § 10-1-393(b).

343. Plaintiffs and Georgia Class members are “consumers” within the meaning of GA. CODE ANN. § 10-1-393(b).

344. Ford engaged in “trade or commerce” within the meaning of GA. CODE ANN. § 10-1-393(b).

345. Once the statutory notice period has expired, Plaintiffs will amend to seek damages and exemplary damages (for intentional violations) per GA. CODE ANN. § 10-1-399(a).

346. Plaintiffs will also amend to seek an order enjoining Ford’s unfair, unlawful, and/or deceptive practices, attorneys’ fees, and any other just and proper relief available under the Georgia FBPA per GA. CODE ANN. § 10-1-399.

347. On June 20, 2019, Plaintiffs sent a letter complying with GA. CODE ANN. § 10-1-399(b) to Ford.

COUNT 18

**VIOLATION OF THE GEORGIA UNIFORM
DECEPTIVE TRADE PRACTICES ACT
(GA. CODE ANN § 10-1-370 *et seq.*)**

348. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

349. This claim is brought by Plaintiffs on behalf of Georgia purchasers who are members of the Class.

350. Georgia’s Uniform Deceptive Trade Practices Act (Georgia UDTPA) prohibits “deceptive trade practices,” which include “representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have”; “[r]epresenting that goods or services are of a particular standard, quality, or grade . . . if they are of another”; and “[a]dvertising goods or services with intent not to sell them as advertised and certified.” GA. CODE ANN. § 10-1-393(b).

351. Ford, Plaintiffs, and Georgia Class members are “persons” within the meaning of GA. CODE ANN. § 10-1-371(5).

352. The Plaintiffs seeks an order enjoining Ford's unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under GA. CODE ANN. § 10-1-373.

COUNT 19

VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 ILCS 505/1, *ET SEQ.* AND 720 ILCS 295/1A)

353. Plaintiffs incorporate by reference all paragraphs as though fully set forth herein.

354. This claim is brought on behalf of the Illinois Class members.

355. Ford is a "person" as that term is defined in 815 ILCS 505/1(c).

356. Plaintiffs and the Illinois Class members are "consumers" as that term is defined in 815 ILCS 505/1(e).

357. The Illinois Consumer Fraud and Deceptive Business Practices Act (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.

358. In the course of Ford's business, it willfully failed to disclose and actively concealed that the Coastdown Cheating Vehicles have much lower fuel economy than represented or than a reasonable consumer would expect in light of Ford's advertising campaign, and that the Coastdown Cheating Vehicles contain a fuel efficiency cheat device. Accordingly, Ford engaged in 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 as prohibited by the Illinois CFA.

359. In purchasing or leasing the Coastdown Cheating Vehicles, Plaintiffs and the other Illinois Class members were deceived by Ford's failure to disclose the actual fuel economy or presence of a cheat device in the Coastdown Cheating Vehicles.

360. Plaintiffs and Illinois Class members reasonably relied upon Ford's false misrepresentations. They had no way of knowing that Ford's representations were false and gravely misleading. As alleged herein, Ford engaged in extremely sophisticated methods of deception. Plaintiffs and Illinois Class members did not, and could not, unravel Ford's deception on their own.

361. Ford's actions as set forth above occurred in the conduct of trade or commerce.

362. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers.

363. Ford intentionally and knowingly misrepresented material facts regarding the Coastdown Cheating Vehicles with an intent to mislead Plaintiffs and the Class.

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

365. Ford owed Plaintiffs and the Class a duty to disclose the truth about its fuel certification manipulation because Ford:

- a. Possessed exclusive knowledge that it manipulated the testing, certification, and onboard vehicle reporting of fuel efficiency;
- b. Intentionally concealed the foregoing from Plaintiffs and the Class; and/or
- c. Made incomplete representations that it manipulated the certification testing and failed to disclose the true fuel economy or presence of a fuel efficiency cheat device in the Coastdown Cheating Vehicles, while purposefully withholding material facts from Plaintiffs and the Class that contradicted these representations.

366. Ford had a duty to disclose that the Coastdown Cheating Vehicles not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for

these vehicles and the representation made by Ford, because Plaintiff and the other Illinois Class members relied on Ford's material representations that the Coastdown Cheating Vehicles they were purchasing were fuel efficient, and free from defects.

367. Ford's conduct proximately caused injuries to Plaintiffs and the other Illinois Class members.

368. Plaintiffs and the other Illinois Class members were injured and suffered ascertainable loss, injury-in-fact, and/or actual damage as a proximate result of Ford's conduct in that Plaintiffs and the other Illinois Class members overpaid for the Coastdown Cheating Vehicles and did not receive the benefit of their bargain, and their Coastdown Cheating Vehicles have suffered a diminution in value. These injuries are the direct and natural consequence of Ford's misrepresentations and omissions.

369. Ford's violations present a continuing risk to Plaintiffs as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

370. Pursuant to 815 ILCS 505/10a(a), Plaintiffs and the Illinois 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.

371. Plaintiffs also seek punitive damages, attorneys' fees, and any other just and proper relief available under 815 ILCS § 505/1, *et seq.* A copy of this Complaint has been mailed to the Attorney General of the State of Illinois in accordance with 815 ILCS 505/10a(d).

COUNT 20

**BREACH OF CONTRACT
(BASED ON ILLINOIS LAW)**

372. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

373. Plaintiffs brings this Count on behalf of the Illinois Class.

374. Ford's misrepresentations and omissions alleged herein, including Ford's failure to disclose lower fuel economy and the existence of the mileage cheat device, caused Plaintiffs and the other Illinois Class members to make their purchases or leases of the Coastdown Cheating Vehicles. Absent those misrepresentations and omissions, Plaintiffs and the other Illinois Class members would not have purchased or leased these Coastdown Cheating Vehicles, would not have purchased or leased the Coastdown Cheating Vehicles at the prices they paid, and/or would have purchased or leased less expensive alternative vehicles. Accordingly, Plaintiffs and the other Illinois Class members overpaid for the Coastdown Cheating Vehicles and did not receive the benefit of their bargain.

375. Each and every sale or lease of an Coastdown Cheating Vehicle constitutes a contract between Ford and the purchaser or lessee. Ford breached these contracts by selling or leasing to Plaintiffs and the other Illinois Class members defective Coastdown Cheating Vehicles and by misrepresenting or failing to disclose that the Coastdown Cheating Vehicles were lower mileage than advertised and certified and contained a mileage cheat device.

376. As a direct and proximate result of Ford's breach of contract, Plaintiffs and the Class have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT 21

FRAUDULENT CONCEALMENT (BASED ON ILLINOIS LAW)

377. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

378. This claim is brought on behalf of the Illinois Class.

379. Ford intentionally concealed that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, or Ford acted with reckless

disregard for the truth, and denied Plaintiffs and the other Illinois Class members information that is highly relevant to their purchasing decision.

380. Ford further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car that the Coastdown Cheating Vehicles it was selling had no significant defects, were fuel efficient, and would perform and operate properly when driven in normal usage.

381. Ford knew these representations were false when made.

382. The Coastdown Cheating Vehicles purchased or leased by Plaintiffs and the other Illinois Class members were, in fact, defective, lower in fuel efficiency and consume gasoline at a much higher rate than a reasonable consumer would expect in light of Ford's advertising campaign.

383. Ford had a duty to disclose that the Coastdown Cheating Vehicles do not provide the fuel efficiency that was advertised and certified, and their mileage is far worse than a reasonable consumer would expect given the premium paid for these vehicles and the representation made by Ford, because Plaintiffs and the other Illinois Class members relied on Ford's material representations that the Coastdown Cheating Vehicles they were purchasing were fuel efficient, and free from defects.

384. As alleged in this Complaint, at all relevant times, Ford has held out the Coastdown Cheating Vehicles to be fuel efficient, but nonetheless, Ford intentionally failed to disclose the important facts that the Coastdown Cheating vehicles were not as fuel efficient as advertised and certified and contained a mileage cheat device, consuming more fuel than expected by a reasonable consumer, and making other disclosures about the emission system deceptive.

385. The truth about the mileage cheating was known only to Ford; Plaintiffs and the Illinois Class members did not know of these facts and Ford actively concealed these facts from Plaintiffs and Illinois Class members.

386. Plaintiffs and Illinois Class members reasonably relied upon Ford's deception. They had no way of knowing that Ford's representations were false and/or misleading. As consumers, Plaintiffs and Illinois Class members did not, and could not, unravel Ford's deception on their own. Rather, Ford intended to deceive Plaintiffs and Illinois Class members by concealing the true facts about the fuel efficiency of the Coastdown Cheating Vehicle.

387. Ford also concealed and suppressed material facts concerning what is evidently the true culture of Ford—one characterized by an emphasis on profits and sales above compliance with federal and state clean air laws and fuel efficiency regulations that are meant to protect the public and consumers, and save consumers money through increased fuel economy. It also emphasized profits and

sales above the trust that Plaintiffs and Illinois Class members placed in its representations. Fuel economy weighs heavily in consumer decisions on which vehicle to purchase.

388. Ford's false representations were material to consumers, because they concerned the quality of the Coastdown Cheating Vehicles, because they concerned fuel efficiency, and also because these representations played a significant role in the value of the vehicles. As Ford well knew, its customers, including Plaintiffs and Illinois Class members, highly valued the fuel efficiency of the vehicles they were purchasing or leasing, and they paid accordingly.

389. Ford had a duty to disclose the true fuel efficiency of the Coastdown Cheating Vehicles, and the presence of mileage cheat devices, because details of the true facts were known and/or accessible only to Ford, because Ford had exclusive knowledge as to such facts, and because Ford knew these facts were not known to or reasonably discoverable by Plaintiffs or Illinois Class members. Ford also had a duty to disclose because it made general affirmative representations about the qualities of its vehicles with respect to mileage, which were misleading, deceptive, and incomplete without the disclosure of the additional facts set forth above regarding the actual mileage and presence of a mileage cheat device in its vehicles. Having volunteered to provide information to Plaintiffs and Illinois 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 Coastdown Cheating Vehicles purchased or leased by Plaintiffs and Illinois Class members.

390. Ford has still not made full and adequate disclosures and continues to defraud Plaintiffs and Illinois Class members by concealing material information regarding the fuel efficiency of the Coastdown Cheating Vehicles, including the continual misrepresentations of mileage made by the onboard mileage cheat devices.

391. Plaintiffs and Illinois Class members were unaware of the omitted material facts referenced herein, and they would not have acted as they did if they had known of the concealed and/or suppressed facts, in that they would not have purchased purportedly fuel efficient vehicles manufactured by Ford, or would have taken other affirmative steps in light of the information concealed from them. Plaintiffs' and Illinois Class members' actions were justified. Ford was in exclusive control of the material facts, and such facts were not generally known to the public, Plaintiffs, or Illinois Class members.

392. Accordingly, Ford is liable to Plaintiffs and Illinois Class members for damages in an amount to be proven at trial.

393. Ford's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and

Illinois Class members' rights and the representations that Ford made to them, in order to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT 22

**VIOLATION OF THE MASSACHUSETTS
GENERAL LAW CHAPTER 93(A)
(MASS. GEN. LAWS CH. 93A, § 1, *et seq.*)**

394. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

395. On June 20, 2019, Plaintiffs sent a letter complying with MASS. GEN. LAWS CH. 93A, § 9(3) to Ford.

COUNT 23

**FRAUD BY CONCEALMENT
(BASED ON NEW JERSEY LAW)**

396. Plaintiffs incorporate by reference all preceding allegations as though fully set forth herein.

397. Plaintiffs bring this claim on behalf of the New Jersey purchasers who are members of the Class.

398. Ford intentionally concealed the true amount and characteristics of the fuel efficiency of the Coastdown Cheating Vehicles.

399. Ford further affirmatively misrepresented to Plaintiffs in advertising and other forms of communication, including standard and uniform material provided with each car and on its website, as well as the onboard mileage cheat device, the true performance and mileage of the Coastdown Cheating Vehicles.

400. Ford knew the truth when these representations were made.

401. Ford had a duty to disclose the truth. Plaintiffs and the other Class members relied on Ford's material representations.

402. The truth about the true mileage and mileage cheat device was known only to Ford; Plaintiffs and the other Class members did not know of these facts and Ford actively concealed these facts from Plaintiffs and the other Class members.

403. Plaintiffs and the other Class members reasonably relied upon Ford's deception. They had no way of knowing that Ford's representations were false, misleading, or incomplete. As consumers, Plaintiffs and the other Class members did not, and could not, unravel Ford's deception on their own. Rather, Ford intended to deceive Plaintiffs and the other Class members by concealing the true facts about the Coastdown Cheating Vehicles.

404. Ford's false representations and omissions and/or misrepresentations were material to consumers because they concerned qualities of the Coastdown Cheating Vehicles that played a significant role in the value of the vehicles.

405. Plaintiffs and the other Class members were unaware of the omitted material facts referenced herein and they would not have acted as they did if they had known of the concealed and/or suppressed facts, in that they would not have purchased or paid as much for these vehicles. Plaintiffs' and the other Class members' actions were justified. Ford was in exclusive and/or superior control of the material facts, and such facts were not generally known to the public, Plaintiffs, or other Class members.

406. Because of the concealment and/or suppression of facts, Plaintiffs and the other Class members sustained damage because they overpaid at the time of purchase and continue to pay more in fuel costs than advertised and certified.

407. The value of Plaintiffs' and the other Class members' vehicles has diminished as a result of Ford's fraudulent concealment.

408. Accordingly, Ford is liable to Plaintiffs and the other Class members for damages in an amount to be proven at trial.

409. Ford's acts were done wantonly, maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and other Class members' rights and the representations that Ford made to them, in order to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT 24

**VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW
(N.Y. GEN. BUS. LAW §§ 349–350)**

410. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

411. This claim is brought by Plaintiffs on behalf of New York purchasers who are members of the Class.

412. 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.

413. Plaintiffs and New York Class members are “persons” within the meaning of N.Y. GEN. BUS. LAW § 349(h).

414. Ford is a “person,” “firm,” “corporation,” or “association” within the meaning of N.Y. GEN. BUS. LAW § 349.

415. Ford’s deceptive acts and practices, which were intended to mislead consumers who purchased or leased an Coastdown Cheating Vehicle, was conduct directed at consumers.

416. Because Ford’s willful and knowing conduct caused injury to Plaintiff, Plaintiffs 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.

COUNT 25

**VIOLATION OF THE OKLAHOMA CONSUMER PROTECTION
ACT
(OKLA. STAT. TIT. 15, § 751 *et seq.*)**

417. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

418. This claim is brought by Plaintiffs on behalf of Oklahoma purchasers who are members of the Class.

419. The Oklahoma Consumer Protection Act (Oklahoma CPA) declares unlawful, *inter alia*, the following acts or practices when committed in the course of business: making a "misrepresentation, omission or other practice that has deceived or could reasonably be expected to deceive or mislead a person to the detriment of that person" and "any practice which offends established public policy or if the practice is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers." OKLA. STAT. TIT. 15, §§ 752–753.

420. Plaintiffs and Oklahoma Class members are "persons" under OKLA. STAT. TIT. 15, § 752.

421. Ford is a "person," "corporation," or "association" within the meaning of OKLA. STAT. TIT. 15, § 15-751(1).

422. The sale or lease of an Coastdown Cheating Vehicle to Plaintiffs was a “consumer transaction” within the meaning of OKLA. STAT. TIT. 15, § 752 and Ford’s actions as set forth herein occurred in the conduct of trade or commerce.

423. Ford’s acts were made knowingly, intentionally, and with malice. Ford demonstrated a complete lack of care and were in reckless disregard for the rights of Plaintiffs and the other Class members. Plaintiffs and the other Class members are therefore entitled to an award of punitive damages to the extent permitted under applicable law.

424. Ford’s conduct as alleged herein was unconscionable because (1) Ford, knowingly or had reason to know, took advantage of consumers reasonably unable to protect their interests because of their ignorance of Ford’s fraudulent omissions and representations; (2) at the time the consumer transaction was entered into, Ford knew or had reason to know that the price the consumers were charged grossly exceeded the price at which they would have paid if they had known of the Ford’s scheme, and (3) Ford knew or had reason to know that the transaction it induced the consumers to enter into was excessively one-sided in favor of Ford.

425. Because Ford’s unconscionable conduct caused injury to Plaintiffs, Plaintiffs seek recovery of actual damages, discretionary penalties up to \$2,000 per violation, and reasonable attorneys’ fees, under OKLA. STAT. TIT. 15, § 761.1.

Plaintiffs further seek an order enjoining Ford's unfair and/or deceptive acts or practices, and any other just and proper relief available under the Oklahoma CPA.

COUNT 26

**VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE
PRACTICES AND CONSUMER PROTECTION LAW
(73 PA. CONS. STAT. § 201-1 *ET SEQ.*)**

426. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

427. This claim is brought by Plaintiffs on behalf of Pennsylvania purchasers who are members of the Class.

428. The Pennsylvania Unfair Trade Practices and Consumer Protection Law (Pennsylvania CPL) prohibits unfair or deceptive acts or practices, including representing that goods or services have characteristics, benefits or qualities that they do not have; representing that goods or services are of a particular standard, quality or grade if they are of another; advertising goods or services with intent not to sell them as advertised and certified; and engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or misunderstanding. 73 PA. CONS. STAT. § 201-2(4).

429. Ford, Plaintiffs, and Pennsylvania Class members are "persons" within the meaning of 73 PA. CONS. STAT. § 201-2(2).

430. Plaintiffs purchased or leased Coastdown Cheating Vehicles primarily for personal, family, or household purposes within the meaning of 73 PA. CONS. STAT. § 201-9.2.

431. All of the acts complained of herein were perpetrated by Ford in the course of trade or commerce within the meaning of 73 PA. CONS. STAT. § 201-2(3).

432. Ford is liable to Plaintiffs for treble their actual damages or \$100, whichever is greater, and attorneys' fees and costs. 73 PA. CONS. STAT. § 201-9.2(a). Plaintiffs are also entitled to an award of punitive damages given that Ford's conduct was malicious, wanton, willful, oppressive, or exhibited a reckless indifference to the rights of others.

COUNT 27

VIOLATION OF THE SOUTH CAROLINA UNFAIR TRADE PRACTICES ACT (S.C. CODE ANN. § 39-5-10 *et seq.*)

433. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

434. This claim is brought by Plaintiffs on behalf of South Carolina purchasers who are members of the Class.

435. The South Carolina Unfair Trade Practices Act (South Carolina UTPA) prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce." S.C. CODE ANN. § 39-5-20(a).

436. Ford is a “person” under S.C. CODE ANN. § 39-5-10.

437. Pursuant to S.C. CODE ANN. § 39-5-140(a), Plaintiffs seek monetary relief to recover their economic losses. Because Ford’s actions were willful and knowing, Plaintiffs’ damages should be trebled.

438. Plaintiffs further alleges that Ford’s malicious and deliberate conduct warrants an assessment of punitive damages because it carried out despicable conduct with willful and conscious disregard of the rights of others. Ford’s unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

439. Plaintiffs further seeks an order enjoining each Ford’s unfair or deceptive acts or practices.

COUNT 28

VIOLATION OF THE UTAH CONSUMER SALE PRACTICES ACT (UTAH CODE ANN. § 13-11-1 *ET SEQ.*)

440. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

441. This claim is brought by Plaintiffs on behalf of Utah purchasers who are members of the Class.

442. The Utah Consumer Sales Practices Act (Utah CSPA) makes unlawful any “deceptive act or practice by a supplier in connection with a consumer transaction,” including but not limited to indicating that the subject of a consumer

transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits, if it has not; indicating that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not; and “indicat[ing] that a specific price advantage exists, if it does not.” UTAH CODE ANN. § 13-11-4.

443. Ford knew, or had reason to know, that consumers would rely on their failure to disclose the defects in its emissions system. Ford therefore engaged in an unconscionable act within the meaning of UTAH CODE ANN. § 13-11-5.

444. Pursuant to UTAH CODE ANN. § 13-11-4, Plaintiffs 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 \$2,000 for each Plaintiff; reasonable attorneys’ fees; and any other just and proper relief available under the Utah CSPA.

COUNT 29

VIOLATION OF THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT (W. VA. CODE § 46A-1-101 *et seq.*)

445. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

446. This claim is included here for notice purposes only. Once the statutory notice period has expired, Plaintiffs will amend their complaint to bring this claim on behalf of West Virginia purchasers who are members of the Class.

447. Ford is a “person” under W. VA. CODE § 46A-1-102(31).

448. Plaintiffs and West Virginia Class members are “consumers” as defined by W. VA. CODE §§ 46A-1-102(12) and 46A-6-102(2), who purchased or leased one or more Coastdown Cheating Vehicles.

449. Ford engaged in trade or commerce as defined by W. VA. CODE § 46A-6-102(6).

450. The West Virginia Consumer Credit and Protection Act (West Virginia CCPA) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” W. VA. CODE § 46A-6-104. Without limitation, “unfair or deceptive” acts or practices include:

(I) Advertising goods or services with intent not to sell them as advertised and certified; . . .

(L) Engaging in any other conduct which similarly creates a likelihood of confusion or of misunderstanding;

(M) The act, use or employment by any person of any deception, fraud, false pretense, false promise or misrepresentation, or the concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any goods or services, whether or not any person has in fact been misled, deceived or damaged thereby; [and]

(N) Advertising, printing, displaying, publishing, distributing or broadcasting, or causing to be advertised and certified, printed, displayed, published, distributed or broadcast in any manner, any statement or representation with regard to the sale of goods or the extension of consumer credit including the rates, terms or conditions for the sale of such goods or the extension of such credit, which is false, misleading or deceptive or which omits to state material information which is necessary to make the statements therein not false, misleading or deceptive.

W. VA. CODE § 46A-6-102(7).

451. Pursuant to W. VA. CODE § 46A-6-106, once the statutory notice period has expired, Plaintiffs will amend to seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$200 per violation of the West Virginia CCPA for each Plaintiff.

452. Plaintiffs will also amend to seek punitive damages against Ford because it carried out despicable conduct with willful and conscious disregard of the rights of others, subjecting Plaintiffs to cruel and unjust hardship as a result.

453. Plaintiffs further seek an order enjoining Ford's unfair or deceptive acts or practices, restitution, punitive damages, costs of Court, attorney's fees under W. VA. CODE § 46A-5-101, *et seq.*, and any other just and proper relief available under the West Virginia CCPA.

454. On June 20, 2019, Plaintiffs sent a letter complying with W. VA. CODE § 46A-6-106(b) to Ford. This claim is included here for notice purposes only. Once the statutory notice period has expired, Plaintiffs will amend their

complaint to bring this claim on behalf of West Virginia purchasers who are members of the Class.

A. Claims brought on behalf of the other state classes

COUNT 30

**VIOLATION OF THE COLORADO CONSUMER PROTECTION
ACT
(COLO. REV. STAT. § 6-1-101 *et seq.*)**

455. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

456. This claim is brought by Plaintiffs on behalf of Colorado purchasers who are members of the Class.

457. The Colorado Consumer Protection Act (Colorado CPA) prohibits deceptive practices in the course of a person’s business, including but not limited to “fail[ing] to disclose material information concerning goods, services, or property which information was known at the time of an advertisement or sale if such failure to disclose such information was intended to induce the consumer to enter into a transaction.” COLO. REV. STAT. § 6-1-105.

458. Ford is a “person” under COLO. REV. STAT. § 6-1-102(6).

459. Plaintiffs and Colorado Class members are “consumers” for purposes of COLO. REV. STAT § 6-1-113(1)(a).

460. Ford's conduct, as set forth above, occurred in the conduct of trade or commerce.

461. Pursuant to COLO. REV. STAT. § 6-1-113, Plaintiffs seeks monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and discretionary trebling of such damages, or (b) statutory damages in the amount of \$500 for each plaintiff or class member.

462. Plaintiffs also seek an order enjoining Ford's unfair, unlawful, or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper remedy under the Colorado CPA.

COUNT 31

VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT (CONN. GEN. STAT. § 42-110A *et seq.*)

463. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

464. This claim is brought by Plaintiffs on behalf of Connecticut purchasers who are members of the Class.

465. The Connecticut Unfair Trade Practices Act (Connecticut UTPA) provides: "No person shall engage in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." CONN. GEN. STAT. § 42-110b(a).

466. Plaintiffs, Connecticut Class members, and Ford are each a “person” within the meaning of CONN. GEN. STAT. § 42-110a(3).

467. Ford’s challenged conduct occurred in “trade” or “commerce” within the meaning of CONN. GEN. STAT. § 42-110a(4).

468. Plaintiffs and Connecticut Class members are entitled to recover their actual damages, punitive damages, and attorneys’ fees pursuant to CONN. GEN. STAT. § 42-110g.

469. Ford acted with reckless indifference to another’s rights, or wanton or intentional violation of another’s rights, and otherwise engaged in conduct amounting to a particularly aggravated, deliberate disregard for the rights of others. Therefore, punitive damages are warranted.

COUNT 32

VIOLATION OF THE DELAWARE CONSUMER FRAUD ACT (DEL. CODE TIT. 6, § 2513 *et seq.*)

470. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

471. This claim is brought by Plaintiffs on behalf of Delaware purchasers who are members of the Class.

472. The Delaware Consumer Fraud Act (Delaware CFA) prohibits the “act, use, or employment by any person 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 such concealment, suppression, or omission, in connection with the sale, lease or advertisement of any merchandise, whether or nor any person has in fact been misled, deceived, or damaged thereby.” DEL. CODE TIT. 6, § 2513(a).

473. Ford is a “person” within the meaning of DEL. CODE TIT. 6, § 2511(7).

474. Ford’s actions, as set forth above, occurred in the conduct of trade or commerce.

475. Plaintiffs seeks damages under the Delaware CFA for injury resulting from the direct and natural consequences of Ford’s unlawful conduct. *See, e.g., Stephenson v. Capano Dev., Inc.*, 462 A.2d 1069, 1077 (Del. 1980). Plaintiffs also seek an order enjoining Ford’s unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys’ fees, and any other just and proper relief available under the Delaware CFA.

476. Ford engaged in gross, oppressive, or aggravated conduct justifying the imposition of punitive damages.

COUNT 33

VIOLATION OF THE HAWAII ACT § 480-2(A) (HAW. REV. STAT. § 480 *et seq.*)

477. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

478. This claim is brought by Plaintiffs on behalf of Hawaii purchasers who are members of the Class.

479. HAWAII REV. STAT. § 480-2(a) prohibits “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.”

480. Ford is a “person” under HAW. REV. STAT. § 480-1.

481. Plaintiffs and Hawaii Class members are “consumer[s]” as defined by HAW. REV. STAT. § 480-1, who purchased or leased the Coastdown Cheating Vehicles at issue.

482. Pursuant to HAW. REV. STAT. § 480-13, Plaintiffs seek monetary relief against Ford measured as the greater of (a) \$1,000 and (b) threefold actual damages in an amount to be determined at trial.

483. Under HAW. REV. STAT. § 480-13.5, Plaintiffs seek an additional award against Ford of up to \$10,000 for each violation directed at a Hawaii elder. Ford knew or should have known that its conduct was directed to one or more Plaintiffs who are elders. Ford’s conduct caused one or more of these elders to suffer a substantial loss of property set aside for retirement or for personal or family care and maintenance, or assets essential to the health or welfare of the elder. Plaintiffs who are elders are substantially more vulnerable to Ford’s conduct because of age, poor health or infirmity, impaired understanding, restricted

mobility, or disability, and each of them suffered a substantial physical, emotional, or economic damage resulting from Ford's conduct.

COUNT 34

VIOLATION OF THE IDAHO CONSUMER PROTECTION ACT (IDAHO CODE ANN. § 48-601 *et seq.*)

484. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

485. This claim is brought by Plaintiffs on behalf of Idaho purchasers who are members of the Class.

486. The Idaho Consumer Protection Act (Idaho CPA) prohibits deceptive business practices, including but not limited to (1) representing that the Coastdown Cheating Vehicles have characteristics, uses, and benefits which they do not have; (2) representing that the Coastdown Cheating Vehicles are of a particular standard, quality, and grade when they are not; (3) advertising the Coastdown Cheating Vehicles with the intent not to sell them as advertised and certified; (4) engaging in acts or practices which are otherwise misleading, false, or deceptive to the consumer; and (5) engaging in any unconscionable method, act or practice in the conduct of trade or commerce. *See* IDAHO CODE ANN. § 48-603.

487. Ford is a "person" under IDAHO CODE ANN. § 48-602(1).

488. Ford's acts or practices as set forth above occurred in the conduct of "trade" or "commerce" under IDAHO CODE ANN. § 48-602(2).

489. Pursuant to IDAHO CODE ANN. § 48-608, Plaintiffs seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$1,000 for each plaintiff.

490. Plaintiffs also seek an order enjoining Ford's unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Idaho CPA.

491. Plaintiffs also seek punitive damages against Ford because its conduct evidences an extreme deviation from reasonable standards. Ford's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT 35

VIOLATION OF THE INDIANA DECEPTIVE CONSUMER SALES ACT (IND. CODE § 24-5-0.5-3)

492. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

493. This claim is included here for notice purposes only. Once the statutory notice period has expired, Plaintiffs will amend their complaint to bring this claim on behalf of Indiana purchasers who are members of the Class.

494. Indiana's Deceptive Consumer Sales Act (Indiana DCSA) prohibits a person from engaging in a "deceptive business practice[s]" or acts, including but

not limited to “(1) That such subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits that they do not have, or that a person has a sponsorship, approval, status, affiliation, or connection it does not have; (2) That such subject of a consumer transaction is of a particular standard, quality, grade, style or model, if it is not and if the supplier knows or should reasonably know that it is not; . . . (7) That the supplier has a sponsorship, approval or affiliation in such consumer transaction that the supplier does not have, and which the supplier knows or should reasonably know that the supplier does not have; . . . (b) Any representations on or within a product or its packaging or in advertising or promotional materials which would constitute a deceptive act shall be the deceptive act both of the supplier who places such a representation thereon or therein, or who authored such materials, and such suppliers who shall state orally or in writing that such representation is true if such other supplier shall know or have reason to know that such representation was false.”

495. Ford is a “person” within the meaning of IND. CODE § 25-5-0.5-2(a)(2) and a “supplier” within the meaning of IND. CODE § 24-5-0.5-2(a)(3).

496. Plaintiffs’ vehicle purchases are “consumer transactions” within the meaning of IND. CODE § 24-5-0.5-2(a)(3).

497. Pursuant to IND. CODE § 24-5-0.5-4, once the statutory notice period has expired, Plaintiffs will seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$500 for each plaintiff, including treble damages up to \$1,000 for Ford's willfully deceptive acts.

498. Plaintiffs will also amend to seek punitive damages based on the outrageousness and recklessness of Ford's conduct.

499. On June 20, 2019, Plaintiffs sent a letter complying with IND. CODE § 24-5-0.5-5(a) to Ford.

COUNT 36

VIOLATION OF THE IOWA PRIVATE RIGHT OF ACTION FOR CONSUMER FRAUDS ACT (IOWA CODE § 714h.1 *et seq.*)

500. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

501. This claim is brought by Plaintiffs on behalf of Iowa purchasers who are members of the Class.

502. The Iowa Private Right of Action for Consumer Frauds Act (Iowa CFA) prohibits any "practice or act the person knows or reasonably should know is an unfair practice, deception, fraud, false pretense, or false promise, or the misrepresentation, concealment, suppression, or omission of a material fact, with

the intent that others rely upon the unfair practice, deception, fraud, false pretense, false promise, misrepresentation, concealment, suppression or omission in connection with the advertisement, sale, or lease of consumer merchandise.” IOWA CODE § 714H.3.

503. Ford is a “person” under IOWA CODE § 714H.2(7).

504. Plaintiffs and Iowa Class members are “consumers” as defined by IOWA CODE § 714H.2(3) who purchased or leased one or more Coastdown Cheating Vehicles.

505. Pursuant to IOWA CODE § 714H.5, Plaintiffs seek an order enjoining Ford’s unfair and/or deceptive acts or practices, actual damages, statutory damages up to three times the amount of actual damages awarded as a result of Ford’s willful and wanton disregard for the rights of others, attorneys’ fees, and other such equitable relief as the court deems necessary to protect the public from further violations of the Iowa CFA.

COUNT 37

VIOLATION OF THE KANSAS CONSUMER PROTECTION ACT (KAN. STAT. ANN. § 50-623 *et seq.*)

506. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

507. This claim is brought by Plaintiffs on behalf of Kansas purchasers who are members of the Class.

508. The Kansas Consumer Protection Act (Kansas CPA) states “[n]o supplier shall engage in any deceptive act or practice in connection with a consumer transaction.” KAN. STAT. ANN. § 50-626(a). Deceptive acts or practices include but are not limited to “the willful use, in any oral or written representation, of exaggeration, falsehood, innuendo or ambiguity as to a material fact” and “the willful failure to state a material fact, or the willful concealment, suppression or omission of a material fact.” KAN. STAT. ANN. § 50-626.

509. Plaintiffs and Kansas Class members are “consumers” within the meaning of KAN. STAT. ANN. § 50-624(b) who purchased or leased one or more Coastdown Cheating Vehicles.

510. Each sale or lease of an Coastdown Cheating Vehicle to Plaintiffs was a “consumer transaction” within the meaning of KAN. STAT. ANN. § 50-624(c).

511. Pursuant to KAN. STAT. ANN. § 50-634, Plaintiffs seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory damages in the amount of \$10,000 for each plaintiff.

512. Plaintiffs also seek an order enjoining Ford’s unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys’ fees, and any other just and proper relief available under KAN. STAT. ANN. § 50-623 *et seq.*

COUNT 38

**VIOLATION OF THE LOUISIANA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION LAW
(LA. REV. STAT. § 51:1401 *et seq.*)**

513. Plaintiffs reallege and incorporates by reference all paragraphs as though fully set forth herein.

514. This claim is brought by Plaintiffs on behalf of Louisiana purchasers who are members of the Class

515. Ford, Plaintiffs, and the Louisiana Class members are “persons” within the meaning of LA. REV. STAT. § 51:1402(8).

516. Plaintiffs and Louisiana Class members are “consumers” within the meaning of LA. REV. STAT. § 51:1402(1).

517. Ford engaged in “trade” or “commerce” within the meaning of LA. REV. STAT. § 51:1402(9).

518. The Louisiana Unfair Trade Practices and Consumer Protection Law (Louisiana CPL) makes unlawful “deceptive acts or practices in the conduct of any trade or commerce.” LA. REV. STAT. § 51:1405(A). Ford participated in misleading, false, or deceptive acts that violated the Louisiana CPL.

519. 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 Coastdown Cheating Vehicles.

520. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers.

521. Ford intentionally and knowingly misrepresented material facts regarding the Coastdown Cheating Vehicles with intent to mislead Plaintiffs and the Louisiana Class.

522. Ford knew or should have known that its conduct violated the Louisiana CPL.

523. Ford owed Plaintiffs a duty to disclose the emissions in the Coastdown Cheating Vehicles, because Ford:

- a. Possessed exclusive knowledge;
- b. Intentionally concealed the foregoing from Plaintiffs; and/or
- c. Made incomplete representations about the fuel efficiency and performance of the Coastdown Cheating Vehicles, while purposefully withholding material facts from Plaintiff that contradicted these representations, and including a mileage cheat device that actively and continually misrepresents the fuel economy of the Coastdown Cheating Vehicles.

524. Plaintiffs and the Louisiana Class suffered ascertainable loss caused by Ford's misrepresentations and its concealment of and failure to disclose material information.

525. As a direct and proximate result of Ford's violations of the Louisiana CPL, Plaintiffs and the Louisiana Class have suffered injury-in-fact and/or actual damage.

526. Pursuant to LA. REV. STAT. § 51:1409, Plaintiffs and the Louisiana Class seek to recover actual damages in an amount to be determined at trial; treble damages for Ford's knowing violations of the Louisiana CPL; an order enjoining Ford's unfair, unlawful, and/or deceptive practices; declaratory relief; attorneys' fees; and any other just and proper relief available under LA. REV. STAT. § 51:1409.

COUNT 39

FRAUDULENT CONCEALMENT (BASED ON LOUISIANA LAW)

527. Plaintiffs reallege and incorporate by reference all paragraphs as though fully set forth herein.

528. This claim is brought by Plaintiffs on behalf of Louisiana purchasers who are members of the Class.

529. Ford concealed and suppressed material facts concerning the quality of its vehicles and the fuel economy of the Coastdown Cheating Vehicles.

530. Because of the concealment and/or suppression of the facts, and the inclusion of a mileage cheat device, Plaintiffs and the Louisiana Class sustained damage because they overpaid for their vehicles and own vehicles that diminished

in value as a result of Ford's concealment, and suffered and continue to suffer increased fuel costs over what was represented by Ford. Had they been aware of the true facts, Plaintiffs and Class members would not have purchased or leased the Coastdown Cheating Vehicles or would have paid less.

COUNT 40

VIOLATION OF THE MAINE UNFAIR TRADE PRACTICES ACT (ME. REV. STAT. ANN. TIT. 5, § 205-A *et seq.*)

531. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

532. This claim is brought by Plaintiffs on behalf of Maine purchasers who are members of the Class.

533. The Maine Unfair Trade Practices Act (Maine UTPA) makes unlawful “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” ME. REV. STAT. ANN. TIT. 5, § 207.

534. Ford, Plaintiffs, and Maine Class members are “persons” within the meaning of ME. REV. STAT. ANN. TIT. § 5, 206(2).

535. Ford is engaged in “trade” or “commerce” within the meaning of ME. REV. STAT. ANN. TIT. § 5, 206(3).

536. Pursuant to ME. REV. STAT. ANN. TIT. 5, § 213, Plaintiffs seeks an order enjoining Ford's unfair and/or deceptive acts or practices.

537. On June 20, 2019, Plaintiffs sent a letter complying with ME. REV. STAT. ANN. TIT. 5, § 213(1-A) to Ford. This claim is included here for notice purposes only. Once the statutory notice period has expired, Plaintiffs will amend their complaint to bring this claim on behalf of Maine purchasers who are members of the Class.

COUNT 41

VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT (MD. CODE ANN., COM. LAW § 13-101 *et seq.*)

538. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

539. This claim is brought by Plaintiffs on behalf of Maryland purchasers who are members of the Class.

540. The Maryland Consumer Protection Act (Maryland CPA) provides that a person may not engage in any unfair or deceptive trade practice in the sale or lease of any consumer good, including “failure to state a material fact if the failure deceives or tends to deceive” and “[d]eception, fraud, false pretense, false premise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same,” MD. CODE ANN., COM. LAW § 13-301, regardless of whether the consumer is actually deceived or damaged, MD. CODE ANN., COM. LAW § 13-302.

541. Ford, Plaintiffs, and Maryland Class members are “persons” within the meaning of MD. CODE ANN., COM. LAW § 13-101(h).

542. Pursuant to MD. CODE ANN., COM. LAW § 13-408, Plaintiffs seek actual damages, attorneys’ fees, and any other just and proper relief available under the Maryland CPA.

COUNT 42

VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT (MICH. COMP. LAWS § 445.903 *et seq.*)

543. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

544. This claim is brought by Plaintiffs on behalf of Michigan purchasers who are members of the Class.

545. 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 “[f]ailing 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”; “[m]aking 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”; or “[f]ailing 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). Ford failed to disclose that the Coastdown Cheating Vehicles do not have the advertised fuel economy, contain a mileage cheat device; and that fuel economy were far worse than a reasonable consumer would expect given the premium paid for these vehicles over a comparable vehicle.

546. Plaintiff and Michigan Class members are “person[s]” within the meaning of the MICH. COMP. LAWS § 445.902(1)(d).

547. Ford is a “person” engaged in “trade or commerce” within the meaning of the MICH. COMP. LAWS § 445.902(1)(d) and (g).

548. Plaintiffs seek injunctive relief to enjoin Ford from continuing their unfair and deceptive acts; monetary relief against Ford 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 for each plaintiff; reasonable attorneys’ fees; and any other just and proper relief available under MICH. COMP. LAWS § 445.911.

549. Plaintiffs also seek punitive damages because Ford carried out despicable conduct with willful and conscious disregard of the rights of others. Ford’s conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT 43

**VIOLATION OF THE MINNESOTA
PREVENTION OF CONSUMER FRAUD ACT
(MINN. STAT. § 325F.68 *et seq.*)**

550. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

551. This claim is brought by Plaintiffs on behalf of Minnesota purchasers who are members of the Class.

552. The Minnesota Prevention of Consumer Fraud Act (Minnesota CFA) prohibits “[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby.” MINN. STAT. § 325F.69(1).

553. Each purchase or lease of an Coastdown Cheating Vehicle constitutes “merchandise” within the meaning of MINN. STAT. § 325F.68(2).

554. Pursuant to MINN. STAT. § 8.31(3a), Plaintiffs seek actual damages, attorneys’ fees, and any other just and proper relief available under the Minnesota CFA.

555. Plaintiffs also seek punitive damages under MINN. STAT. § 549.20(1)(a) given the clear and convincing evidence that Ford's acts show deliberate disregard for the rights of others.

COUNT 44

VIOLATION OF THE MINNESOTA DECEPTIVE TRADE PRACTICES ACT (MINN. STAT. § 325D.43-48 *ET SEQ.*)

556. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

557. This claim is brought by Plaintiffs on behalf of Minnesota purchasers who are members of the Class.

558. The Minnesota Deceptive Trade Practices Act (Minnesota DTPA) prohibits deceptive trade practices, which include “[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby.” MINN. STAT. § 325F.69(1).

559. Pursuant to MINN. STAT. § 8.31(3a), Plaintiffs seek actual damages, attorneys' fees, and any other just and proper relief available under the Minnesota CFA.

560. Plaintiffs also seek punitive damages under MINN. STAT. § 549.20(1)(a) given the clear and convincing evidence that Ford's acts show deliberate disregard for the rights of others.

COUNT 45

**VIOLATION OF THE MISSISSIPPI CONSUMER PROTECTION
ACT
(MISS. CODE. ANN. § 75-24-1 *ET SEQ.*)**

561. Plaintiff hereby incorporates by reference the allegations contained in the preceding paragraphs of this complaint.

562. This claim is brought by Plaintiffs on behalf of Mississippi purchasers who are members of the Class.

563. The Mississippi Consumer Protection Act (Mississippi CPA) prohibits “unfair or deceptive trade practices in or affecting commerce.” MISS. CODE ANN. § 75-24-5(1). Unfair or deceptive practices include but are not limited to “(e) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he does not have”; “(g) 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 “(i) Advertising goods or services with intent not to sell them as advertised and certified.” MISS. CODE ANN. § 75-24-5(2).

564. Plaintiffs seek actual damages in an amount to be determined at trial and any other just and proper relief available under the Mississippi CPA.

COUNT 46

**VIOLATION OF THE MONTANA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION ACT OF 1973
(MONT. CODE ANN. § 30-14-101 *et seq.*)**

565. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

566. This claim is brought by Plaintiffs on behalf of Montana purchasers who are members of the Class.

567. The Montana Unfair Trade Practices and Consumer Protection Act (Montana CPA) makes unlawful any “unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” MONT. CODE ANN. § 30-14-103.

568. Ford, Plaintiffs, and Montana Class members are “persons” within the meaning of MONT. CODE ANN. § 30-14-102(6).

569. Plaintiffs and Montana Class members are “consumer[s]” under MONT. CODE ANN. § 30-14-102(1).

570. The sale or lease of each Coastdown Cheating Vehicle at issue occurred within “trade and commerce” within the meaning of MONT. CODE ANN.

§ 30-14-102(8), and Ford committed deceptive and unfair acts in the conduct of “trade and commerce” as defined in that statutory section.

571. Because Ford’s unlawful methods, acts, and practices have caused Plaintiffs to suffer an ascertainable loss of money and property, Plaintiffs seek from Ford: the greater of actual damages or \$500; discretionary treble damages; and reasonable attorneys’ fees.

572. Plaintiffs additionally seek an order enjoining Ford’s unfair, unlawful, and/or deceptive practices, and any other relief the Court considers necessary or proper, under MONT. CODE ANN. § 30-14-133.

COUNT 47

VIOLATION OF THE NEBRASKA CONSUMER PROTECTION ACT (NEB. REV. STAT. § 59-1601 *et seq.*)

573. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

574. This claim is brought by Plaintiffs on behalf of Nebraska purchasers who are members of the Class.

575. The Nebraska Consumer Protection Act (Nebraska CPA) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce.” NEB. REV. STAT. § 59-1602.

576. Ford, Plaintiffs, and Nebraska Class members are “person[s]” under NEB. REV. STAT. § 59-1601(1).

577. Ford’s actions as set forth herein occurred in the conduct of trade or commerce as defined under NEB. REV. STAT. § 59-1601(2).

578. Because Ford’s conduct caused injury to Plaintiffs’ property through violations of the Nebraska CPA, Plaintiffs seeks recovery of actual damages as well as enhanced damages up to \$1,000, an order enjoining Ford’s unfair or deceptive acts and practices, costs of Court, reasonable attorneys’ fees, and any other just and proper relief available under NEB. REV. STAT. § 59-1609.

COUNT 48

VIOLATION OF THE NEVADA DECEPTIVE TRADE PRACTICES ACT (NEV. REV. STAT. § 598.0903 *et seq.*)

579. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

580. This claim is brought by Plaintiffs on behalf of Nevada purchasers who are members of the Class.

581. The Nevada Deceptive Trade Practices Act (Nevada DTPA) prohibits deceptive trade practices. NEV. REV. STAT. § 598.0915 provides that a person engages in a “deceptive trade practice” if, in the course of business or occupation, the person “[k]nowingly makes a false representation as to the characteristics,

ingredients, uses, benefits, alterations or quantities of goods or services for sale or lease or a false representation as to the sponsorship, approval, status, affiliation or connection of a person therewith”; “[r]epresents that goods or services for sale or lease are of a particular standard, quality or grade, or that such goods are of a particular style or model, if he or she knows or should know that they are of another standard, quality, grade, style or model”; “[a]dvertises goods or services with intent not to sell or lease them as advertised and certified”; or “[k]nowingly makes any other false representation in a transaction.” NEV. REV. STAT.

§§ 598.0915–598.0925. Ford failed to disclose that the Coastdown Cheating Vehicles did not have the advertised and certified fuel economy and also contained a mileage cheat device to continually misrepresent the mileage to the consumer; and (4) that the fuel economy was far worse than a reasonable consumer would expect given the premium paid for these vehicles over a comparable vehicle.

582. Accordingly, Plaintiffs seek their actual damages, punitive damages, an order enjoining Ford’s deceptive acts or practices, costs of Court, attorney’s fees, and all other appropriate and available remedies under the Nevada DTPA. NEV. REV. STAT. § 41.600.

COUNT 49

**VIOLATION OF THE NEW HAMPSHIRE
CONSUMER PROTECTION ACT
(N.H. REV. STAT. ANN. § 358-A:1 *et seq.*)**

583. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

584. This claim is brought by Plaintiffs on behalf of New Hampshire purchasers who are members of the Class.

585. The New Hampshire Consumer Protection Act (New Hampshire CPA) prohibits a person, in the conduct of any trade or commerce, from “using any unfair or deceptive act or practice,” including “but . . . not limited to, the following: . . . [r]epresenting that goods or services have . . . characteristics, . . . uses, benefits, or quantities that they do not have”; “[r]epresenting that goods or services are of a particular standard, quality, or grade, . . . if they are of another”; and “[a]dvertising goods or services with intent not to sell them as advertised and certified.” N.H. REV. STAT. § 358-A:2.

586. Ford, Plaintiffs, and New Hampshire Class members are “persons” under N.H. REV. STAT. ANN. § 358-A:1.

587. Ford’s actions as set forth herein occurred in the conduct of trade or commerce as defined under N.H. REV. STAT. ANN. § 358-A:1.

588. Because Ford's willful conduct caused injury to Plaintiffs' property through violations of the New Hampshire CPA, Plaintiff seeks recovery of actual damages or \$1,000, whichever is greater; treble damages; costs and reasonable attorneys' fees; an order enjoining Ford's unfair and/or deceptive acts and practices; and any other just and proper relief under N.H. REV. STAT. ANN. § 358-A:10.

COUNT 50

VIOLATION OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT (N.M. STAT. ANN. § 57-12-1 *et seq.*)

589. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

590. This claim is brought by Plaintiffs on behalf of New Mexico purchasers who are members of the Class.

591. The New Mexico Unfair Trade Practices Act (New Mexico UTPA) makes unlawful "a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services . . . by a person in the regular course of the person's trade or commerce, that may, tends to or does deceive or mislead any person," including but not limited to "failing to state a material fact if doing so deceives or tends to deceive." N.M. STAT. ANN. § 57-12-2(D). Ford failed to

disclose that the Coastdown Cheating Vehicles did not have the advertised and certified fuel economy and also contained a mileage cheat device to continually misrepresent their fuel economy to the driver; and that the fuel economy was far worse than a reasonable consumer would expect given the premium paid for these vehicles over a comparable vehicle.

592. Ford, Plaintiffs, and New Mexico Class members are “person[s]” under N.M. STAT. ANN. § 57-12-2.

593. Ford’s actions as set forth herein occurred in the conduct of trade or commerce as defined under N.M. STAT. ANN. § 57-12-2.

594. Because Ford’s unconscionable, willful conduct caused actual harm to Plaintiffs, Plaintiffs seek recovery of actual damages or \$100, whichever is greater; discretionary treble damages; punitive damages; and reasonable attorneys’ fees and costs, as well as all other proper and just relief available under N.M. STAT. ANN. § 57-12-10.

COUNT 51

VIOLATION OF THE NORTH CAROLINA UNFAIR AND DECEPTIVE ACTS AND PRACTICES ACT (N.C. GEN. STAT. § 75-1.1 *et seq.*)

595. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

596. This claim is brought by Plaintiffs on behalf of North Carolina purchasers who are members of the Class.

597. North Carolina's Unfair and Deceptive Acts and Practices Act (the North Carolina Act) broadly prohibits "unfair or deceptive acts or practices in or affecting commerce." N.C. GEN. STAT. § 75-1.1(a).

598. Ford engaged in "commerce" within the meaning of N.C. GEN. STAT. § 75-1.1(b).

599. Plaintiffs seeks an order for treble their actual damages, an order enjoining Ford's unlawful acts, costs of Court, attorney's fees, and any other just and proper relief available under the North Carolina Act, N.C. GEN. STAT. § 75-16.

COUNT 52

VIOLATION OF THE NORTH DAKOTA CONSUMER FRAUD ACT (N.D. CENT. CODE § 51-15-02)

600. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

601. This claim is brought by Plaintiffs on behalf of North Dakota purchasers who are members of the Class.

602. The North Dakota Consumer Fraud Act (North Dakota CFA) makes unlawful "[t]he act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent

that others rely thereon in connection with the sale or advertisement of any merchandise.” N.D. CENT. CODE § 51-15-02.

603. Ford, Plaintiffs, and North Dakota Class members are “persons” within the meaning of N.D. CENT. CODE § 51-15-02(4).

604. Ford engaged in the “sale” of “merchandise” within the meaning of N.D. CENT. CODE § 51-15-02(3), (5).

605. Ford knowingly committed the conduct described above and therefore, under N.D. CENT. CODE § 51-15-09, Ford is liable to Plaintiffs for treble damages in amounts to be proven at trial, as well as attorneys’ fees, costs, and disbursements. Plaintiffs further seek an order enjoining Ford’s unfair and/or deceptive acts or practices, and other just and proper available relief under the North Dakota CFA.

COUNT 53

VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT (OHIO REV. CODE ANN. § 1345.01 *ET SEQ.*)

606. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

607. This claim is brought by Plaintiffs on behalf of Ohio purchasers who are members of the Class.

608. Ohio Consumer Sales Practices Act (Ohio CSPA), OHIO REV. CODE ANN. § 1345.02, broadly prohibits unfair or deceptive acts or practices in

connection with a consumer transaction. Specifically, and without limitation of the broad prohibition, the Act prohibits (1) representing that Coastdown Cheating Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that Coastdown Cheating Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising Coastdown Cheating Vehicles with the intent not to sell them as advertised and certified, and (4) engaging in acts or practices which are otherwise unfair, misleading, false, or deceptive to the consumer. OHIO REV. CODE ANN. § 1345.02.

609. The Ohio Attorney General has made available for public inspection prior state court decisions which have held that the acts and omissions of Ford in this Complaint, including but not limited to the failure to honor both implied warranties and express warranties, the making and distribution of false, deceptive, and/or misleading representations, and the concealment and/or non-disclosure of a dangerous defect, constitute deceptive sales practices in violation of the OCSPA.

These cases include, but are not limited to, the following:

- a. *Mason v. Mercedes Benz USA, LLC* (OPIF #10002382);
- b. *State ex rel. Betty D. Montgomery v. Volkswagen Motor Co.* (OPIF #10002123);
- c. *State ex rel. Betty D. Montgomery v. Bridgestone/Firestone, Inc.* (OPIF #10002025);
- d. *Bellinger v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio App. LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);

- e. *Borror v. MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App. LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);
- f. *State ex rel. Jim Petro v. Craftmatic Org., Inc.* (OPIF #10002347);
- g. *Mark J. Craw Volkswagen, et al. v. Joseph Airport Toyota, Inc.* (OPIF #10001586);
- h. *State ex rel. William J. Brown v. Harold Lyons, et al.* (OPIF #10000304);
- i. *Brinkman v. Mazda Motor of Am., Inc.* (OPIF #10001427);
- j. *Khouri v. Don Lewis* (OPIF #100001995);
- k. *Mosley v. Performance Mitsubishi aka Automanage* (OPIF #10001326);
- l. *Walls v. Harry Williams dba Butch's Auto Sales* (OPIF #10001524); and
- m. *Brown v. Spears* (OPIF #10000403).

610. Ford is a “supplier” as that term is defined in OHIO REV. CODE ANN. § 1345.01(C).

611. Plaintiffs and Ohio Class members are “consumers” as that term is defined in OHIO REV. CODE ANN. § 1345.01(D), and their purchase or lease of one or more Coastdown Cheating Vehicles is a “consumer transaction” within the meaning of OHIO REV. CODE ANN. § 1345.01(A).

612. As a result of the foregoing wrongful conduct, Plaintiffs have been damaged in an amount to be proven at trial and seek all just and proper remedies, including but not limited to actual and statutory damages, an order enjoining

Ford's deceptive and unfair conduct, treble damages, court costs, and reasonable attorneys' fees, pursuant to OHIO REV. CODE ANN. § 1345.09 *et seq.*

COUNT 54

**VIOLATION OF THE OREGON UNLAWFUL TRADE PRACTICES
ACT
(OR. REV. STAT. § 646.605 *et seq.*)**

613. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

614. This claim is brought by Plaintiffs on behalf of Oregon purchasers who are members of the Class.

615. The Oregon Unfair Trade Practices Act (Oregon UTPA) prohibits a person from, in the course of the person's business, doing any of the following: representing that goods have characteristics uses, benefits, or qualities that they do not have; representing that goods are of a particular standard or quality if they are of another; advertising goods or services with intent not to provide them as advertised and certified; and engaging in any other unfair or deceptive conduct in trade or commerce. OR. REV. STAT. § 646.608(1). Ford failed to disclose that the Coastdown Cheating Vehicles do not have the advertised and certified fuel economy; and (4) that emissions and fuel economy were far worse than a reasonable consumer would expect given the premium paid for these vehicles over a comparable vehicle.

616. Ford is a person within the meaning of OR. REV. STAT. § 646.605(4).

617. Each Coastdown Cheating Vehicle is a “good” obtained primarily for personal family or household purposes within the meaning of OR. REV. STAT. § 646.605(6).

618. Plaintiffs are entitled to recover the greater of actual damages or \$200 pursuant to OR. REV. STAT. § 646.638(1). Plaintiffs are also entitled to punitive damages because Ford engaged in conduct amounting to a particularly aggravated, deliberate disregard of the rights of others.

COUNT 55

VIOLATION OF THE RHODE ISLAND UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT (R.I. GEN. LAWS § 6-13.1 *et seq.*)

619. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

620. This claim is brought by Plaintiffs on behalf of Rhode Island purchasers who are members of the Class.

621. Rhode Island’s Unfair Trade Practices and Consumer Protection Act (Rhode Island CPA) prohibits “unfair or deceptive acts or practices in the conduct of any trade or commerce,” including “[e]ngaging in any act or practice that is unfair or deceptive to the consumer” and “[u]sing any other methods, acts or

practices which mislead or deceive members of the public in a material respect.”

R.I. GEN. LAWS § 6-13.1-1(6).

622. Ford, Plaintiffs, and Rhode Island Class members are “persons” within the meaning of R.I. GEN. LAWS § 6-13.1-1(3).

623. Ford was engaged in “trade” and “commerce” within the meaning of R.I. GEN. LAWS § 6-13.1-1(5).

624. Plaintiffs purchased or leased Coastdown Cheating Vehicles primarily for personal, family, or household purposes within the meaning of R.I. GEN. LAWS § 6-13.1-5.2(a).

625. Plaintiffs are entitled to recover the greater of actual damages or \$200 pursuant to R.I. GEN. LAWS § 6-13.1-5.2(a). Plaintiffs also seek punitive damages at the discretion of the Court.

COUNT 56

VIOLATION OF THE SOUTH DAKOTA DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION LAW (S.D. CODIFIED LAWS § 37-24-6)

626. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

627. This claim is brought by Plaintiffs on behalf of South Dakota purchasers who are members of the Class.

628. The South Dakota Deceptive Trade Practices and Consumer Protection Law (South Dakota CPL) prohibits deceptive acts or practices, which include “[k]nowingly act[ing], us[ing], or employ[ing] any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been misled, deceived, or damaged thereby.” S.D. CODIFIED LAWS §§ 37-24-6(1), 37-24-31.

629. Under S.D. CODIFIED LAWS § 37-24-31, Plaintiffs are entitled to a recovery of their actual damages suffered as a result of Ford’s acts and practices.

COUNT 57

VIOLATION OF THE VERMONT CONSUMER FRAUD ACT (VT. STAT. ANN. TIT. 9, § 2451 *ET SEQ.*)

630. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

631. This claim is brought by Plaintiffs on behalf of Vermont purchasers who are members of the Class.

632. The Vermont Consumer Fraud Act (Vermont CFA) makes unlawful “[u]nfair methods of competition in commerce, and unfair or deceptive acts or practices in commerce.” VT. STAT. ANN. TIT. 9, § 2453(a).

633. Ford was a seller within the meaning of VT. STAT. ANN. TIT. 9, § 2451(a)(c).

634. Plaintiffs are entitled to recover “appropriate equitable relief” and “the amount of [their] damages, or the consideration or the value of the consideration given by [them], reasonable attorney’s fees, and exemplary damages not exceeding three times the value of the consideration given by [them],” pursuant to VT. STAT. ANN. TIT. 9, § 2461(b).

COUNT 58

VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT (VA. CODE ANN. § 59.1-196 *et seq.*)

635. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

636. This claim is brought by Plaintiffs on behalf of Virginia purchasers who are members of the Class.

637. The Virginia Consumer Protection Act (Virginia CPA) lists prohibited “practices,” which include “[u]sing any other deception, fraud, false pretense, false promise, or misrepresentation in connection with a consumer transaction.” VA. CODE ANN. § 59.1-200.

638. Ford is a “supplier” under VA. CODE ANN. § 59.1-198.

639. Each sale and lease of an Coastdown Cheating Vehicle was a “consumer transaction” within the meaning of VA. CODE ANN. § 59.1-198.

640. Pursuant to VA. CODE ANN. § 59.1-204, Plaintiffs seek monetary relief against Ford measured as the greater of (a) actual damages in an amount to be

determined at trial and (b) statutory damages in the amount of \$500 for each Plaintiff. Because Ford's conduct was committed willfully and knowingly, Plaintiffs are entitled to recover, for each plaintiff, the greater of (a) three times actual damages or (b) \$1,000.

641. Plaintiffs also seek an order enjoining Ford's unfair and/or deceptive acts or practices, punitive damages, and attorneys' fees, and any other just and proper relief available under VA. CODE ANN. § 59.1-204 *et seq.*

COUNT 59

VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (WASH. REV. CODE ANN. § 19.86.010 *et seq.*)

642. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

643. This claim is brought by Plaintiffs on behalf of Washington purchasers who are members of the Class.

644. The Washington Consumer Protection Act (Washington CPA) broadly prohibits “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce.” WASH. REV. CODE ANN. § 19.96.010.

645. Ford committed the acts complained of herein in the course of “trade” or “commerce” within the meaning of WASH. REV. CODE ANN. § 19.96.010.

646. Ford is liable to Plaintiffs for damages in amounts to be proven at trial, including attorneys' fees, costs, and treble damages, as well as any other remedies the Court may deem appropriate under WASH. REV. CODE ANN. § 19.86.090.

COUNT 60

**VIOLATION OF THE WISCONSIN
DECEPTIVE TRADE PRACTICES ACT
(WIS. STAT. § 110.18)**

647. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

648. This claim is brought by Plaintiffs on behalf of Wisconsin purchasers who are members of the Class.

649. The Wisconsin Deceptive Trade Practices Act (Wisconsin DTPA) prohibits a "representation or statement of fact which is untrue, deceptive or misleading." WIS. STAT. § 100.18(1).

650. Ford is a "person, firm, corporation or association" within the meaning of WIS. STAT. § 100.18(1).

651. Plaintiffs and Wisconsin Class members are members of "the public" within the meaning of WIS. STAT. § 100.18(1). Plaintiffs purchased or leased one or more Coastdown Cheating Vehicles.

652. Plaintiffs are entitled to damages and other relief provided for under WIS. STAT. § 100.18(11)(b)(2). Because Ford's conduct was committed knowingly and/or intentionally, Plaintiffs are entitled to treble damages.

653. Plaintiffs also seek court costs and attorneys' fees under WIS. STAT. § 110.18(11)(b)(2).

COUNT 61

VIOLATION OF THE WYOMING CONSUMER PROTECTION ACT (WYO. STAT. § 40-12-105 *et seq.*)

654. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

655. This claim is included here for notice purposes only. Once the statutory notice period has expired, Plaintiffs will amend their complaint to bring this claim on behalf of Wyoming purchasers who are members of the Class.

656. Pursuant to WYO. STAT. § 40-12-108(a), once the statutory notice period has expired, Plaintiffs will amend to seek monetary relief against Ford measured as actual damages in an amount to be determined at trial, in addition to any other just and proper relief available under the Wyoming CPA.

657. On June 20, 2019, Plaintiffs sent a letter complying with WYO. STAT. § 45-12-109 to Ford. If Ford fails to remedy their unlawful conduct, Plaintiffs will seek all damages and relief to which Plaintiffs are entitled.

658. Notice pursuant to: Alabama Code § 8-19-10(e); Alaska Statutes § 45.50.535; California Civil Code § 1782; Georgia Code § 10-1-399; Indiana Code § 24-5-0.5-5(a); Maine Revised Statutes, Title 5, § 50-634(g); Massachusetts General Laws Chapter 93A, § 9(3); Texas Business & Commercial Code § 17.505; West Virginia Code § 46A-6-106(b); and Wyoming Statutes § 40-12-109 was sent to Ford on June 20, 2019.

COUNT 62

BREACH OF EXPRESS WARRANTY

659. Plaintiffs reallege and incorporate by reference all paragraphs alleged herein.

660. Defendant was a merchant with respect to motor vehicles.

661. In selling its vehicles, Ford expressly warranted in advertisements, including in the stickers affixed to the windows of its vehicles, that its vehicles provided a favorable fuel economy of specific MPGs, depending on the vehicle.

662. These affirmations and promises were part of the basis of the bargain between the parties.

663. Defendant breached these warranties arising from its advertisements, including window stickers, because the fuel economy ratings for its vehicles were inaccurate.

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

COUNT 63

FRAUD

665. Plaintiffs reallege and incorporate by reference all paragraphs alleged herein.

666. Defendant affirmatively misrepresented and concealed material facts concerning the fuel economy of its vehicles.

667. Defendant had a duty to disclose the true fuel economy based on its superior knowledge and affirmative misrepresentations to the contrary.

668. Defendant affirmatively misrepresented and/or actively concealed material facts, in whole or in part, intending to induce Plaintiffs and members of the Class to purchase their vehicles and at a higher price than they otherwise would have.

669. Plaintiffs and the Class were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts.

COUNT 64

NEGLIGENT MISREPRESENTATION

670. Plaintiffs reallege and incorporate by reference all paragraphs alleged herein.

671. Defendant made fuel economy representations to Plaintiffs and members of the Class that were not true.

672. Defendant had no reasonable grounds for believing these representations were true when they made them, yet they intended that Plaintiffs and Class members rely on these misrepresentations.

673. Plaintiff reasonably relied on Defendant's representations and as a result Plaintiff and Class member were harmed.

COUNT 65

UNJUST ENRICHMENT

674. Plaintiffs reallege and incorporate by reference all paragraphs alleged herein.

675. Because of Ford's wrongful acts and omissions, Ford charged a higher price for its vehicles than the vehicles' true value and Ford obtained monies which rightfully belong to Plaintiffs.

676. Defendant enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and other Class members. It would be inequitable and unjust for Ford to retain these wrongfully obtained profits.

677. Plaintiffs, therefore, seek an order requiring Ford to make restitution to them and other members of the Class.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that the Court enter judgment in their favor and against Defendants, as follows:

A. Determine this action may be maintained as a Class action with respect to the Class and certify it as such under Rule 23(b)(3), or alternatively certify all issues and claims that are appropriately certified, and designate and appoint Plaintiffs as Class Representatives and their counsel as Class Counsel;

B. Declare, adjudge, and decree the conduct of the Defendant as alleged herein to be unlawful, unfair, and deceptive;

C. Notify all Class members about the lower fuel economy ratings and higher emissions at Ford's expense and provide correct fuel economy and emissions ratings;

D. Award Plaintiffs and Class members restitution of all monies paid to Defendant as a result of unlawful, deceptive, and unfair business practices;

E. Award Plaintiffs and Class members actual, compensatory damages as proven at trial;

F. Award Plaintiffs and Class members reasonable attorneys' fees, costs, and pre- and post-judgment interest;

G. Restitution, including at the election of Class members, recovery of the purchase price of their Coastdown Cheating Vehicles, or the overpayment or diminution in value of their Coastdown Cheating Vehicles; and

H. Such other or further relief as may be appropriate.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims so triable.

DATED: July 22, 2019

Respectfully Submitted,

By: /s/ Steve W. Berman

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

DAVID BREWER, RYAN COMBS,
VICTOR PEREZ, HAROLD
BROWER, KYLE MANNION,
GERALD O'HARA, NICHOLAS
LEONARDI, DEAN KRINER, and
JAMES WILLIAMS, individually and
on behalf of all others similarly
situated,

Plaintiff,

v.

FORD MOTOR COMPANY,

Defendant.

No.

INDEX OF EXHIBITS TO CLASS ACTION COMPLAINT

Exhibit Description

- 1 2/23/15 EPA Letter re Determination and Use of Vehicle Road-Load Force and Dynamometer Settings
- 2 NY Times - Ford Is Investigating Emissions and Fuel Efficiency Data, dated Feb. 21, 2019
- 3 News Wheel - 2019 Ford Ranger Most Fuel-Efficient in its Class
- 4 Ford Media - Ford Ranger Rated Most Fuel Efficient Gas Powered Midsize Pickup
- 5 Tfltruck.com - Real-world 2019 Ford Ranger Fuel Economy: Here Is the Unexpected Result after a 1,000 Mile Road Trip
[Filed in the traditional manner – mp4 video]
- 6 Tfltruck.com - EPA Says the New Ford Ranger Gets 24 MPG on the Highway, But What Does It Really Get at 70 MPH
[Filed in the traditional manner - mp4 video]
- 7 Not Used
- 8 AdAge - Ford Takes Targeted Marketing Approach for Ford Ranger Comeback
- 9 Car & Driver - 2019 Ford Ranger MPG – Most Efficient Pickup in Its Class
- 10 Ford 2019 1Q Excerpts
- 11 NY Times - Ford Says Justice Dept. Has Opened Criminal Inquiry Into Emissions Issues
- 12 Autoweek - Volkswagen emissions defeat device and past offenses by Honda, GM, and Ford

Exhibit Description

- 13 Not Used
- 14 Tfltruck.com Article - EPA Says the New Ford Ranger Gets 24 MPG on the Highway, But What Does It Really Get at 70 MPH
- 15 Google Search and Related Searches for Ford F150 Fuel Economy
- 16 CarMax – 8 Best Ranked MPG Trucks of 2019: Ranked, June 27, 2019
- 17 Ford Media – Ford Surpasses One Million Truck Sales in 2018
- 18 2018 F-150 2.7 V6 Monroney Sticker
- 19 2019 Ford Ranger Brochure
- 20 Cnet.com article “2018 Ford F-150 touts best-in-class towing, payload, fuel economy” – Aug. 10, 2017
- 21 2018 Ford F-150 Brochure

Exhibit 1



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
NATIONAL VEHICLE AND FUEL EMISSIONS LABORATORY
2565 PLYMOUTH ROAD
ANN ARBOR, MICHIGAN 48105-2498

OFFICE OF
AIR AND RADIATION

February 23, 2015

CD-15-04 (LDV/LDT/ICI/LIMO)

SUBJECT: Determination and Use of Vehicle Road-Load Force and Dynamometer Settings

Dear Manufacturer:

The purpose of this letter is to refine and clarify the procedures to be used by vehicle manufacturers in establishing vehicle road-load force and dynamometer settings.

I. Purpose

This guidance replaces the previous guidance contained in Advisory Circular 55c, issued on December 12, 1988, VPCD98-16, issued on December 21, 1998 and guidance letter CCD-02-01, issued on January 7, 2002. This guidance letter supplements the EPA previously issued single roll dynamometer guidance letters VPCD-98-09, and CD-00-04. EPA finds it appropriate to update the recommended procedures and the allowed flexibility in determining road-load. This guidance letter also clarifies the manufacturer's responsibilities when using the allowed flexibilities in determining the road-load force settings, sets the acceptable road-load force tolerance for production vehicle audits, and highlights consequences for testing compliance vehicles with inaccurate road-load force specifications.

II. Background

A. When a vehicle is tested for emissions and fuel economy on a chassis dynamometer, the load from aerodynamic drag, friction, and tire losses associated with road operation must be simulated. Since the introduction of the SFTP requirements, EPA has required manufacturers to supply representative road-load forces for vehicles at speeds between 15 km/hr (9.3 mph) and 115 km/hr (71.5 mph) for emissions and fuel economy testing (reference 40 CFR §86.129-00 and § 600.111-08).

B. Dynamometer settings are determined in two stages. First, actual on-road operation must be characterized, which is referred to as the road-load force specification. Second, a road-load derivation is performed to determine how much load the dynamometer will need to apply to simulate the road-load measured during the on-road test. EPA has previously established test procedures for both steps. Since that time, EPA, industry, and SAE have worked together to

publish updated procedures which have become widely used and accepted: SAE J1263, J2263, and J2264. EPA also allows the use of other methods such as analytical modeling, when the manufacturer uses good engineering judgment.

C. The method a manufacturer elects to use to characterize the road-load force is optional; however, the manufacturer is responsible for the accuracy of the road-load force specification and dynamometer settings. It is also the manufacturer's responsibility to insure that the vehicles it produces conform to the road-load specification reported in the application for certification and used for certification and fuel economy testing.

D. EPA may test, or require the manufacturer to test, production vehicles to verify the accuracy of the manufacturer's reported road-load specification and dynamometer settings (reference 40 CFR Part 86 subpart G, §86.1835, §86.1836, Part 600 §600.008, and CAA sections 206 and 208). In cases where these specifications or settings are found to be inaccurate, EPA may require the manufacturer to retest the affected emission certification vehicles, retest fuel economy data vehicles and recalculate fuel economy label values, recalculate the GHG emissions and CAFE fleet averages, and correct the ABT credit reports (refer to section VII "Revising the road-load specification - Corrective Action" of this guidance for more details).

E. The road-load force specification for all vehicles covered by a certificate of conformity and dynamometer settings used during emissions testing are required to be reported in the application for certification. Certificates of conformity issued by EPA are conditioned on production vehicles being in all material respects as described in the application for certification (reference 40 CFR §86.1848-01). EPA may deny, suspend, or revoke certificates of conformity where it finds that production vehicles have road-load forces that differ substantially from the road-load specification in the application for certification (reference 40 CFR §86.1850-01). Manufacturers failing to provide accurate vehicle road-load specification information in their applications for certification may also be subject to enforcement action, including civil penalties.

III. Applicability

This guidance is effective beginning with the 2017 model year. Prior to MY 2017 the road-load confirmation procedures specified in AC55 will continue to be used.

IV. Road-Load Specification and Dynamometer Settings

A. Road-Load Definition

1. Road-load is the force imparted on a vehicle while driving at constant speed over a smooth level surface from sources such as tire rolling resistance, driveline losses, and aerodynamic drag.

i. The road-load force specification used to conduct official emissions or fuel economy testing for certification, FE labeling, CAFE, or GHG reporting must represent the road-load force of the actual vehicles produced when loaded to the ETW specification for the sub-configuration being represented by the testing (reference 40 CFR §86.129-00, §600.005, §600.006, §600.007.)

ii. Since official GHG emissions and fuel economy test results must be representative of vehicles tested at 4,000 miles (reference 40 CFR §600.006), the road-load force specification used to conduct official GHG emissions or fuel economy testing must represent the road-load force of actual vehicles produced when they have accumulated 4,000 miles.

2. A dynamometer is used to simulate conditions of actual on-road operation. The dynamometer power absorber is adjusted so that the total "force" experienced by the vehicle is equivalent to the force measured on the road. EPA currently uses electric dynamometers with a three term force versus speed relationship characteristic of tire rolling resistance, driveline losses, and aerodynamic drag. This three-term equation is expressed as $F = A + Bv + Cv^2$ where F is the road force, v is the vehicle speed.

3. Because it is difficult to measure road-load directly, EPA has adopted the coastdown method to characterize road-load force. During a coastdown test the vehicle is allowed to decelerate with the transmission in neutral while its speed is periodically measured. Using Newton's Law ($F = MA$), force, mass and deceleration can all be related.

B. Application for Certification Requirements

1. A manufacturer must include in the application for certification, the road-load specification for every vehicle which is covered by the certificate of conformity (a range of values may be given in the Part 1 Application and updated in the Part 2 Application submission) (reference 40 CFR §86.1844-01.) The application must include the road-load force specifications (three term coefficients and RLHP at 50mph) for each vehicle subconfiguration along with a description of the test procedures or analytical methods used and other appropriate information as determined by either the manufacturer or by EPA. For example, a manufacturer may have information to support the use of a temperature correction factor different from what is specified in the recommended procedures. The manufacturer must include the three term target road-load coefficients and RLHP @ 50 mph even if the coastdown method is not used to characterize on-road operation.

2. The dynamometer power absorber settings (three term dynamometer set coefficients) must be included for all test vehicles.

3. A sample submission is included as Enclosure 1; the manufacturer may use any logical format to present the required information as long as EPA can easily select the correct road-load force specifications for confirmatory coastdown testing and in-use surveillance testing.

C. Test Procedures

1. EPA recommends the procedures found in SAE J2263 as revised 12-2008, and J1263 as revised 03-2010 (the test procedures in J1263 are applicable however the data must be analyzed in such a way to determine a 3 term equation of force) and J2264 as revised 01-2014. EPA may approve future revisions to the above procedures. The following stipulations apply to coastdown testing used for certification, fuel economy, or GHG emissions testing:

i. Vehicle Preparation

a. The coastdown test vehicle weight must be adjusted to the ETW specification for the subconfiguration it is representing including the driver and test equipment. An allowance for the fuel consumed during the test can be added to the pre-test weight. The post test vehicle weight including the driver and all test equipment must be within 25 lbs of the ETW specification for the sub-configuration it is representing. If the post test vehicle weight differs by more than 25 lbs from the ETW, the road-load coefficients must be analytically corrected to represent the vehicle at ETW.

b. The test vehicle should be in the condition and adjustment recommended by the manufacturer for normal operation. As the purpose of this procedure is to characterize the performance of actual production vehicles, the test vehicle shall not receive any preparation or adjustment which would make it unrepresentative of the production vehicles. For example, removing or retracting the brake pads without accounting for normal brake drag analytically would be considered unrepresentative. Normal brake applications are allowed as necessary during the coastdown test procedure to ensure that no unrepresentative brake drag conditions exist.

c. The test vehicle should be warmed up by driving for a minimum of 30 minutes at 50 miles /hr (80 kph). Testing for GHG emissions, CAFE, and derived 5 cycle fuel economy labeling is based on the FTP and Highway drive cycles which have average speeds of 21.2 and 48.3 miles/hr respectively. The purpose of the warm-up period is to allow the vehicle tires and driveline to reach a stabilized temperature which will be representative of these test conditions. Operating at higher speeds during the warm-up period is not permitted because this could allow the vehicle tires and driveline to reach temperatures higher than those seen on the FTP and Highway drive cycles. If a manufacturer has data to show that 30 minutes is not a sufficient period of time to achieve the stabilized temperature at 50 miles/hr then more time is allowed. It is also acceptable to develop a second set of road-load coefficients to represent the higher speeds seen on the US06 cycle where higher stabilized temperatures may be appropriate. In this case higher speeds which reflect the US06 cycle may be used for the vehicle warm-up drive.

d. The test vehicle and tires should be aged with sufficient mileage to represent the road-load force at the 4,000 mile test point. If the vehicle has accumulated over 6,200 miles, the data should be adjusted to represent the road-load at the 4,000 mile test point. The test vehicle must not exceed 10,000 miles. The tires may be aged separately from the test vehicle.

ii. Road or Track Test Facility

a. The test road or test track should be straight, smooth, and level for a sufficient distance to obtain the necessary data.

b. The road or test track surface should be hard and smooth. The surface texture and composition should be similar to road surfaces commonly in use. Unless corrections for grade

are applied per the SAEJ2263 procedure, the grade shall not exceed 0.5 percent and road crown should be minimal. The grade must be constant, ± 0.1 percent, throughout the test section.

c. Tests must be conducted on the road or track in opposite directions with minimal interference from other vehicles during the data collection periods. During the data collection period, the track surface and vehicle should be dry and the track should be free of obstacles or significant irregularities. The absence of intermittent wind barriers near the road or track surface is preferred to reduce positional wind variations.

2. The manufacturer may, within the constraints of good engineering practice, use any test procedure to characterize road-load force. EPA recognizes that wind tunnels, precision electric dynamometers, tire testing, component bench testing, etc. are tools and techniques that can be used to characterize changes in a vehicle's road-load. EPA believes that the ability to use such techniques will allow the manufacturer to reduce costs and/or increase accuracy. Therefore, EPA will allow the manufacturer to select its own test procedures and calculation methods. However, any procedures and/or methods that differ from the recommended procedure must be described in the application for certification.

3. As an overall check, EPA will continue to test vehicles using the recommended procedures described above.

4. If EPA conducts confirmatory road-load force coastdown testing and discovers after evaluating the results that a manufacturer's procedures and methods are producing inaccurate or unrepresentative road-load force specifications, EPA will refuse to accept additional test results until the deficiencies are corrected.

D. Road-load Force Specification

1. Vehicles are grouped into subconfigurations for fuel economy calculations.

i. The fuel economy regulations define a subconfiguration based on "road-load horsepower" and ETW (ref. 40 CFR §600.002-95 (a) (51)). (For the single-roll dynamometer the equivalent parameter is the "Total Road-Load Horsepower" at 50 mph (TRLHP 50), rounded to a tenth of a horsepower.)

ii. Vehicles are grouped into subconfigurations within vehicle configurations as defined in 40 CFR §600.002.

2. For each vehicle subconfiguration, a representative road-load force specification (three-term coefficients) must be established.

i. Optional equipment that increases aerodynamic drag and which has a projected installation rate of over 33 percent on a carline in a test group must be installed on the test vehicle or accounted for if analytical methods are employed to determine the road-load force specification. This applies only to optional equipment or features which affect aerodynamic drag (e.g. roof rack). Such optional equipment that has a projected installation rate of less than 33

percent on a carline in a test group may be removed from the test vehicle or not accounted for. This does not apply to any feature which delineates a vehicle configuration or subconfiguration or any component or feature which is necessary for the operation of the vehicle.

ii. Optional equipment that decreases aerodynamic drag and which has a projected installation rate of less than 67 percent on a carline in a test group must not be installed on the test vehicle or accounted for if analytical methods are employed to determine the road-load force specification unless a manufacturer elects to further subdivide vehicles into a subconfiguration including only vehicles with these options installed.

iii. In predicting installation rates, the manufacturer must consider the actual installation rates in past model years and other relevant factors to make an accurate forecast for the next model year.

3. Some vehicles have driver controlled equipment which may significantly affect road-load force. The road-load force should be specified for conditions of normal or average operation. EPA has determined that convertibles, sun roofs, and removable tops on vehicles are normally operated in a closed configuration; vehicles with manually engaged four-wheel drive are normally driven in two-wheel drive mode; and windshield wipers are normally turned off in default position. The manufacturer should make similar determinations, using good engineering judgment, for other such equipment.

4. For active devices (which are not driver controlled) which may behave differently during the coastdown test than during the emission test cycles or normal drive conditions, manufacturers shall seek EPA approval under CFR 86.1840 for determining the settings for coastdown testing and road-load force specification. Examples of these active devices are active grill shutters, active suspension height, and active aerodynamic features.

5. A manufacturer may substitute the road-load force specification from a worse case subconfiguration to a better case subconfiguration using good engineering judgment.

6. When a new vehicle or major updates to an existing vehicle is planned to be introduced, the road-load force specification is generally developed on a vehicle built of prototype parts or derived from data from various sources. Under these circumstances, EPA expects a manufacturer to confirm the actual road-load force by testing actual production vehicles as soon as possible after production begins.

7. A manufacturer has the obligation to update its application to adequately describe the vehicles which are being produced. Any revision to the road-load specifications must be used for all subsequent testing. In addition, if the road-load force specification is revised for any reason, all data previously run for the same model year must be reevaluated for representativeness.

V. EPA Road-load Force Confirmation Testing

A. General

It is imperative for emissions and fuel economy testing that the road-load force data specified by the manufacturer be representative of the final production fleet. EPA's road-load confirmatory audit program is designed to identify cases where reported road-load force specifications differ substantially from the road-load force experienced by actual production vehicles.

B. Road-load Confirmations

1. EPA may test, or require a manufacturer to test, production vehicles to verify road-load force specifications. EPA may also require a manufacturer to supply appropriate vehicles for EPA testing. EPA may specify the testing be conducted at the manufacturer's test facility or at a facility leased by EPA (reference 40 CFR Part 86 subpart G, §86.1835, §86.1836, Part 600 §600.008, and CAA sections 206 and 208).

2. EPA may conduct initial screening tests of vehicles procured from the general U.S. Fleet. These tests will generally be used by EPA to determine which vehicles to select for production audits. If the result of such a test exceeds the confirmation criteria specified in section VI, the manufacturer could optionally revise the road-load specification based on the screening test or provide production vehicles for testing as described in paragraph c. 2. of section VI below.

3. Vehicles and tires used for road-load confirmation testing should have accumulated 4,000 miles of service prior to road-load testing.

4. EPA will conduct testing using the recommended practice procedures in section IV C.

C. Dynamometer Setting Confirmation

As with road confirmations, EPA may determine, or require the manufacturer to determine, the appropriate dynamometer settings for any test vehicle or category of production vehicles. EPA may require the manufacturer to supply vehicles for this purpose. (ref. 40 CFR §86.1835, §86.1836, and §600.008)

VI. EPA Road-load Force Confirmation Criteria

A. As described in prior EPA guidance issued on January 7, 2002, CCD 02-01 which is replaced by this guidance letter, EPA will evaluate the road-load based on an "energy loss" model. For a given driving pattern or schedule, the total road-load energy loss may be easily calculated by considering the rate of energy loss for each speed on the schedule and the total amount of time spent at that speed over the entire schedule. The rate of energy loss due to road-load may be expressed as $P_v = F_v v$, for a specific speed, v , and a known road-load force at that speed, F_v . Then, for a given speed, the total amount of energy lost due to road-load is simply E_v

$= P_v t_v$, where t_v is the total time spent at speed v during a driving schedule. Using the definition above, this may be rewritten as $E_v = F_v Y t_v$. The total amount of energy lost due to road-load over a complete driving schedule is then E_v summed over all speeds in that schedule. This quantity may then be used to evaluate and compare multiple road-load curves over the same driving schedule, assuming the schedule is broken into some set of finite speed intervals.

B. Road-load force data are used by EPA for fuel economy and emissions testing over the FTP, Highway (HFET), SCO3, and US06 driving schedules. Evaluating the energy loss due to road-load over the FTP, HFET, and US06 cycles will emphasize road-load discrepancies at lower and higher speeds, respectively. Since vehicle variation plays a larger role at lower speeds and road-load curves are extrapolated from coastdown data when below 10 mph, only speeds of 10 mph and above will be considered for evaluation.

C. 1. If a production vehicle's city (FTP) energy loss due to road-load, calculated based on a production vehicle coastdown audit, is 10% greater than the city (FTP) energy loss due to road-load, calculated based on the road-load specification, then that road-load specification is substantially unrepresentative. If a production vehicle's highway (HFET) or highway portion (bag 2) of the US06 energy loss due to road-load, calculated based on a production vehicle coastdown audit, is 7% greater than the highway energy loss due to road-load, calculated based on the road-load specification, then that road-load specification is substantially unrepresentative.

2. If audit results indicate a substantially unrepresentative road-load force specification, EPA will review the road-load results with the manufacturer. At this point EPA will presume the manufacturer's road-load force specification is substantially unrepresentative for the entire affected production vehicle population. The manufacturer must either revise the specification to the EPA confirmed road-load results or provide additional representative production vehicles to be tested by EPA or the manufacturer subject to EPA oversight, at EPA's discretion. The average of all appropriate production vehicle results would constitute the revised specification.

D. 1. These confirmation tolerances account for test and vehicle variability as well as differences between vehicles within a sub-configuration. They do not constitute an allowance. If a sufficient number of representative vehicles are tested, the averages should be very close to the specifications.

2. A systematic bias indicates that the specifications are unrepresentative and shall be corrected.

VII. Revising the Road-load Specification - Corrective Action

A. Revisions to the road-load force specification as described above must be used for all subsequent testing. In addition, if the road-load force specification is revised for any reason, all emissions and fuel economy data previously provided for the same model year or carry over model year(s) must be corrected.

B. All previous emissions or fuel economy data that was required to be corrected under paragraph A above must be removed or replaced and cannot be used to demonstrate compliance

to any emission standard (including the GHG fleet average or the in-use GHG standards) or used in CAFE calculations. If any of the replaced data was used in prior GHG or CAFE calculations, EPA will require the manufacturer to replace the previous data with representative data for all required tests, to remove or replace the previous data for all supplemental fuel economy tests, and to recalculate the GHG and CAFE fleet averages and ABT credits/debits. If applicable, the gas guzzler tax must also be recalculated based on the representative test data.

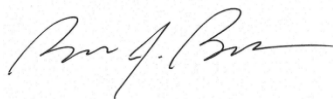
C. If any previous emissions or fuel economy data that was required to be corrected under paragraph A above was used in a fuel economy label calculation, EPA will require that the manufacturer replace the previous data with representative data and recalculate the fuel economy label values under the provisions of 40 CFR Part §600.312-08(a)(5). The original sales forecasts should not be revised for this calculation, the only modifications being those necessary to account for the road-load force specification revision. If any of the recalculated label values are lower, the label must be revised. (See Section 600.312-08(a)(6).)

D. EPA considers the road-load force specification to be a vehicle characteristic similar to curb weight. Certificates of conformity only cover vehicles which do, in fact, conform to the road-load specifications in the application for certification.

E. The manufacturer's application for certification must comply with the regulatory reporting requirements. Failure to comply with the application reporting requirements or rendering inaccurate any data submitted in an application may result in the denial of issuing a certificate or the suspension or the revocation of a previously issued certificate (reference 40 CFR §86.1850). Manufacturers failing to provide accurate vehicle road-load specification information in their applications for certification may also be subject to enforcement action, including civil penalties.

If you have any questions, please contact your certification team representative.

Sincerely,



Byron Bunker, Director
Compliance Division
Office of Transportation and Air Quality

Enclosure

Enclosure to CD-15-05 Sample Submission

Durability Group		EEPAHHGNNABC																						
TestGroup		EEPAV02.4ABC																						
		Test																						
Carline	Model/	Engine	Engine	Trans.	GVW	Curb	Weight	Test					Axle	Tire	Tire	Tire	Coastdown	RLHP	Target Coeff 70 F			Target Coeff 20 F		
Name	Code	Code	Disp	Type/Code	GVW	Weight	basis	LVW	ALVW	ETW	Ratio	N/V	Size	Mfr.	Model	Time	at 50 mph	A	B	C	A	B	C	
EPA Car	LX	123	2.4	A6	3900	3195	LVW	3495	Na	3500	2.06	25	225/65R17	Goodyear	AT	18.7	12.3	32.3312	0.1255	0.0209	35.5643	0.1381	0.0230	
EPA Car	LT	123	2.4	M6	3900	3050	LVW	3350	Na	3375	2.06	26	225/65R18	Goodyear	AS	17.3	13.0	34.9500	0.1357	0.0226	38.4450	0.1492	0.0249	
EPA Car	S	123	2.4	SA6	3900	3205	LVW	3505	Na	3500	2.06	26.6	P235/60R16	Goodyear	AS	16.9	13.2	35.754	0.1388	0.0231	39.3293	0.1527	0.0254	

Exhibit 2

LOG IN

ADVERTISEMENT

Ford Is Investigating Emissions and Fuel Efficiency Data



Ford has hired a law firm to look into how it tested vehicles after employees reported possible flaws with its engineering models. *Krisztian Bocsi/Bloomberg*

By Natasha Singer 

Feb. 21, 2019 

Ford Motor Company said on Thursday that it was investigating how it tested the emissions and fuel efficiency of its vehicles after employees reported possible flaws with the company's computer models.

The company said it had notified the Environmental Protection Agency about the issue and had hired a law firm, Sidley Austin, to investigate specifications it used in the testing.

Kim Pittel, group vice president for sustainability, environment and safety engineering at Ford, said that the investigation had not indicated, so far, that the company reported incorrect data to consumers or regulators.

"We're early days into the investigation," Ms. Pittel said in a telephone interview. "But there has been no determination that this affected fuel economy labels or emissions certification."

She added that the investigation did not involve hardware or software known as "defeat devices" that are designed to cheat on emissions tests. Volkswagen admitted in 2015 that it had equipped millions of cars with such cheating systems, a scandal that ultimately cost the company [more than \\$32 billion](#) in government fines and legal settlements.

Ms. Pittel said a few employees had raised concerns last September about calculations used in testing cars for fuel economy ratings and emissions certifications. She added that Ford regularly validated its computer modeling by road-testing its vehicles.

In a statement, Ford said it had identified potential problems with its calculations and was evaluating vehicles, starting with the 2019 Ranger, a pickup truck. The company also said it was hiring an independent lab to conduct further testing.

Ford has run into trouble in the past for overstating the fuel efficiency of its vehicles. In 2013 and 2014, it [lowered the gas mileage](#) ratings on several hybrid cars by one to seven miles per gallon.

The E.P.A. said in a statement that Ford's "investigation is ongoing and the information too incomplete" for the agency to draw any conclusions. "We take the potential issues seriously and are following up with the company to fully understand the circumstances behind this disclosure," the agency said.

A version of this article appears in print on , on Page B6 of the New York edition with the headline: Ford Opens Investigation on Emissions Data. Order Reprints | Today's Paper | Subscribe



Related Coverage

Jan. 10, 2019

Fiat Chrysler's Diesel Effort Produces a Costly Settlement

Exhibit 3



(<https://thenewswheel.com/>)

Added on December 21, 2018

Richard Bazy (<https://thenewswheel.com/author/shultswexford/>)

2019 Ford Ranger Most Fuel-Efficient in its Class, Because Of Course It Is



(<https://thenewswheel.com/2019-ford-ranger-most-fuel-efficient/2019-ford-ranger-1-2/>)

In case the last century or so hasn't been evidence enough for you, [Ford Motor Company](https://thenewswheel.com/topics/by-brand/ford/) (<https://thenewswheel.com/topics/by-brand/ford/>) doesn't really take half measures when it comes to its trucks. The latest evidence to this point comes from the 2019 Ford Ranger, which in addition to boasting best-in-class gasoline torque, max payload, and max towing capacity (<https://thenewswheel.com/2019-ford-ranger-best-in-class-tow-payload-torque/>) now lays claim to the title of most fuel-efficient gas-powered midsize pickup on the market. Because of course it does.

Ford Doesn't Settle: Earns its highest-ever score in the 2018 J.D. Power Initial Quality Study (<http://fordlincolnwexford.shultswexford.com/ford-best-score-ever-2018-j-d-power-initial-quality-study/>)

"Midsize truck customers have been asking for a pickup that's Built Ford Tough," said Todd Eckert, Ford truck group marketing manager. "And Ranger will deliver with durability, capability and fuel efficiency, while also providing in-city maneuverability and the freedom desired by many midsize pickup truck buyers to go off the grid."

The 2019 Ford Ranger 4x2 will return an EPA-estimated 21 mpg in the city, 26 mpg on the highway, and 23 mpg combined. With 4x4, efficiency only takes a modest hit and remains best-in-class at 20 mpg in the city, 24 mpg on the highway, and 22 mpg combined. The Ranger's 2.3-liter EcoBoost V6 makes 27 horsepower and a best-in-class 310 lb-ft of torque, and it is capable of towing a best-in-class maximum 7,500 pounds and hauling a best-in-class 1,860 pounds of payload.

Not enough? The Ranger is available with Terrain Management System with Trail Control, which makes it one of the most complete off-road trucks in the midsize segment, and technologies like FordPass Connect and a 4G LTE Wi-Fi hotspot. Remember what I said about not doing half measures?

Expect to see the 2019 Ford Ranger (<https://thenewswheel.com/2019-ford-ranger-configurator-pricing-equipment/>) at dealerships in January. You're ready. You know you're just so ready.

More on the Ford Ranger: New radar technology makes towing a breeze (<http://fordlincolnwexford.shultsfordwexford.com/2018/09/17/all-new-ford-ranger-radar-makes-towing-simple/>)

(<https://thenewswheel.com/2019-ford-ranger-yakima-accessories/>)

NEXT ARTICLE >>

[henewswheel&utm_medium=referral&utm_content=thumbnails-a:below-article:\)](https://thenewswheel.com/2019-ford-ranger-most-fuel-efficient/)
[henewswheel&utm_medium=referral&utm_content=thumbnails-a:below-article:\)](https://thenewswheel.com/2019-ford-ranger-most-fuel-efficient/)

Exhibit 4

ADVENTURE FURTHER: ALL-NEW FORD RANGER RATED MOST FUEL-EFFICIENT GAS-POWERED MIDSIZE PICKUP IN AMERICA

Dec 11, 2018 | DEARBORN, Mich.



- With EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mpg combined, 2019 Ford Ranger is the most fuel-efficient gas-powered midsize pickup in America
- All-new Ranger's proven 2.3-liter EcoBoost® gasoline engine beats the V6 gasoline engines from its midsize truck competitors to deliver best-in-class 310 lb.-ft. of torque and best-in-class towing capacity
- Ranger is the no-compromise choice for power, technology, capability and efficiency whether the path is on road or off

DEARBORN, Mich., Dec. 11, 2018 – The adventure-ready 2019 Ford Ranger is the most fuel-efficient gas-powered midsize pickup in America – providing a superior EPA-estimated city fuel economy rating and an unsurpassed EPA-estimated combined fuel economy rating versus the competition. The all-new Ranger has earned EPA-estimated fuel economy ratings of 21 mpg city, 26 mpg highway and 23 mpg combined for 4x2 trucks.

When configured as a 4x4, Ranger returns EPA-estimated fuel economy ratings of 20 mpg city, 24 mpg highway and 22 mpg combined. This is the best-in-class EPA-estimated city fuel economy rating of any gasoline-powered four-wheel-drive midsize pickup and it is an unsurpassed EPA-estimated combined fuel economy rating.

group marketing manager. And Ranger will deliver with durability, capability and fuel efficiency, while also providing in-city maneuverability and the freedom desired by many midsize pickup truck buyers to go off the grid.”

Along with 270 horsepower, Ranger’s standard 2.3-liter EcoBoost® engine produces 310 lb.-ft. of torque, delivering the most torque of any gas engine in the midsize pickup segment. Paired with a class-exclusive 10-speed transmission, Ranger boasts a unique combination of efficiency, power and capability that only comes from Ford.

Ranger is designed and engineered to serve the needs of North America with innovative technology like its available class-exclusive Blind Spot Information System with trailer coverage, all-new Terrain Management System™ with Trail Control™ and standard FordPass Connect™ with a 4G LTE Wi-Fi hotspot supporting up to 10 devices.

Built Ford Tough is engineered into every Ranger. When properly equipped, this shines through in the truck’s best-in-class 7,500 pounds of gas towing capacity with available tow package and best-in-class 1,860 pounds of maximum payload to handle all your gear.

Ranger production is underway at Michigan Assembly Plant. The truck arrives at dealers nationwide starting in January.

About Ford Motor Company

Ford Motor Company is a global company based in Dearborn, Michigan. The company designs, manufactures, markets and services a full line of Ford cars, trucks, SUVs, electrified vehicles and Lincoln luxury vehicles, provides financial services through Ford Motor Credit Company and is pursuing leadership positions in electrification, autonomous vehicles and mobility solutions. Ford employs approximately 196,000 people worldwide. For more information regarding Ford, its products and Ford Motor Credit Company, please visit www.corporate.ford.com.

Exhibit 5

FILED IN THE TRADITIONAL MANNER

[MP4 VIDEO]

Exhibit 6

FILED IN THE TRADITIONAL MANNER

[MP4 VIDEO]

Exhibit 8

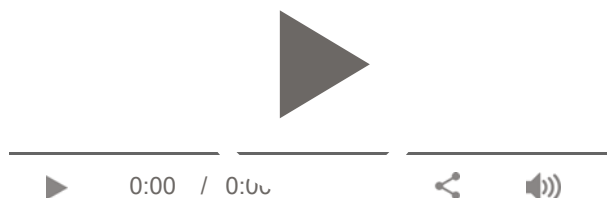
AdAge

FORD TAKES TARGETED MARKETING APPROACH FOR RANGER COMEBACK

OUTDOORSY DIGITAL ADS ARE TAILOR MADE FOR FIVE CITIES

March 01, 2019 06:00 AM

Ford is bringing back the Ranger after an eight year absence. Here is the marketing campaign that will launch the truck.

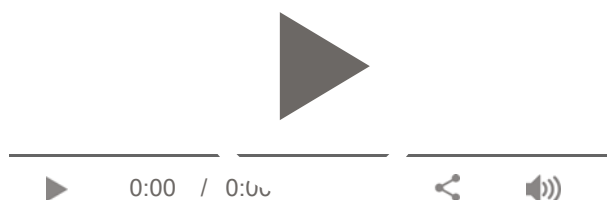


Ford is taking a local marketing approach as brings its Ranger pickup truck back to the U.S. after an eight-year absence.

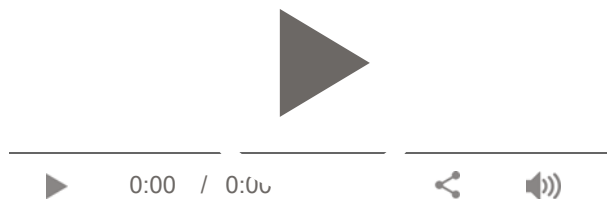
The automaker partnered with Outside TV on a campaign debuting today that pitches the truck to outdoor adventurers. The effort includes a national TV spot called "Strange Creatures," (above) plus ads that are specifically tailored for Boston, Los Angeles, Denver, Phoenix and Seattle.

In assembling the local spots, Ford partnered with Outside TV and Google to identify what adventure activities and personalities resonate in each city based

on search trends. An ad targeting Denver, for instance, features river kayaker Tyler Bradt, backcountry skier Cynthia Johnson and Mickey Wilson, a base jumper and slackliner. Slacklining is an emerging outdoor sport that resembles tightrope walking.



A spot geared for Phoenix includes a mountain biker and climber.



The campaign, called "Tough Has More Fun," made use of a total of 15 adventure athletes. The city-targeted spots will run on digital, social and at movie theaters, but could be expanded to TV if they prove successful, according to a Ford spokeswoman. The automaker could also potentially grow the list of cities.

The agency behind the campaign WPP's GTB. The effort was in development before Ford officially added Wieden & Kennedy and BBDO to its creative agency roster late last year.

"This campaign brings 'Built Ford Tough' to life in the adventure space—new territory for Ford trucks—in a way that is decidedly not one-size-fits-all," Matt VanDyke, Ford director of U.S. marketing, said in a press release.

Ford began selling the Ranger again in January after halting sales in 2011. The automaker now sees a sweet spot in the market for the midsize truck after its F-150 full-size pickup got larger and pricier, according to Automotive News.

The midsize pickup truck returns to the U.S. after it was pulled in 2011.

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Source URL: <https://adage.com/article/cmo-strategy/ford-takes-targeted-approach-ranger-comeback/316801>

Exhibit 9

[> SUBSCRIBE](#)

The 2019 Ford Ranger Pickup Gets Slightly Better MPG Ratings Than the Honda Ridgeline

Ford's revived Ranger becomes the new mid-size-truck efficiency champion, according to the EPA.

By [JOEY CAPPARELLA](#) DEC 11, 2018



Ford

[VIEW PHOTOS](#)

Ford's decision to equip [the new 2019 Ranger pickup](#) with a one-choice-only turbocharged four-cylinder engine has paid off in EPA ratings. The new mid-size truck beats out its closest six-cylinder rivals in the government's fuel-economy tests, earning a combined rating of 23 mpg with rear-wheel drive and 22 mpg with four-wheel drive. That's 1 mpg better than the next-best entry in this class, [the Honda Ridgeline](#), which gets 22 mpg combined (21 mpg with all-wheel drive) from its standard V-6 engine.

The Ranger's official fuel-economy estimates apply to both extended-cab and crew-cab models, both of which come with a turbocharged 2.3-liter four-cylinder engine which makes 270 horsepower and 310 lb-ft of torque and is paired with a 10-speed automatic transmission. Rear-wheel drive is standard, four-wheel drive is optional, and the EPA ratings stand at:

- Ranger 4x2: 23/21/26 mpg (combined/city/highway)
- Ranger 4x4: 22/20/24 mpg (combined/city/highway)

Beyond the official EPA numbers, the Ranger will have a tall task beating the Ridgeline's result in our real-world 75-mph fuel-economy test: an all-wheel-drive Ridgeline achieved 28 mpg in our hands, beating its EPA estimate by 3 mpg. Among other rivals, the Toyota Tacoma and the GMC Canyon (mechanical twin of the Chevrolet Colorado) have hit 23 mpg and 24 mpg in *C/D's* highway fuel-economy test. The Ridgeline is our current 10Best Trucks and SUVs winner in the mid-size pickup category, and [our long-term Ridgeline](#) is averaging 21 mpg so far in its 40,000-mile test.

The other wild card in this category is [the turbo-diesel 2.8-liter four-cylinder engine](#), which is offered in both the Chevrolet Colorado and the GMC Canyon. That engine matches or bests the Ranger's EPA fuel-economy ratings, reaching the same 23 mpg combined and hitting up to 30 mpg on the highway, but it offers considerably more torque, at 369 lb-ft compared with the Ford's 310 lb-ft.

We'll have to wait to get our hands on a Ranger to see what numbers it delivers in the real world, but in the meantime you can [check out more information on the new mid-size pickup from the Blue Oval](#) that's scheduled to hit dealerships early in 2019.

Watch Next

Exhibit 10

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

(Mark One)

Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended March 31, 2019

or

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the transition period from _____ to _____

Commission file number 1-3950

Ford Motor Company

(Exact name of Registrant as specified in its charter)

Delaware
(State of incorporation)

38-0549190
(I.R.S. Employer Identification No.)

One American Road, Dearborn, Michigan
(Address of principal executive offices)

48126
(Zip Code)

313-322-3000
(Registrant's telephone number, including area code)

Indicate by check mark if the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of April 19, 2019, Ford had outstanding 3,918,693,825 shares of Common Stock and 70,852,076 shares of Class B Stock.

Exhibit Index begins on page

70

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (Continued)

Selected Balance Sheet Information. The following tables provide supplemental balance sheet information (in millions):

	March 31, 2019			
	Company excluding Ford Credit	Ford Credit	Eliminations	Consolidated
Assets				
Cash and cash equivalents	\$ 9,115	\$ 11,733	\$ —	\$ 20,848
Marketable securities	15,036	1,846	—	16,882
Ford Credit finance receivables, net	—	55,444	—	55,444
Trade and other receivables, less allowances	3,837	8,179	—	12,016
Inventories	12,333	—	—	12,333
Other assets	2,499	1,173	—	3,672
Receivable from other segments	94	1,944	(2,038)	—
Total current assets	42,914	80,319	(2,038)	121,195
Ford Credit finance receivables, net	—	54,332	—	54,332
Net investment in operating leases	1,656	27,573	—	29,229
Net property	35,945	200	—	36,145
Equity in net assets of affiliated companies	2,487	118	—	2,605
Deferred income taxes	12,233	200	(2,117)	10,316
Other assets	7,822	1,637	—	9,459
Receivable from other segments	5	30	(35)	—
Total assets	\$ 103,062	\$ 164,409	\$ (4,190)	\$ 263,281
Liabilities				
Payables	\$ 22,197	\$ 1,128	\$ —	\$ 23,325
Other liabilities and deferred revenue	19,782	1,582	—	21,364
Automotive debt payable within one year	2,523	—	—	2,523
Ford Credit debt payable within one year	—	51,895	—	51,895
Other debt payable within one year	130	—	—	130
Payable to other segments	2,038	—	(2,038)	—
Total current liabilities	46,670	54,605	(2,038)	99,237
Other liabilities and deferred revenue	23,069	1,147	—	24,216
Automotive long-term debt	11,087	—	—	11,087
Ford Credit long-term debt	—	91,055	—	91,055
Other long-term debt	470	—	—	470
Deferred income taxes	84	2,680	(2,117)	647
Payable to other segments	35	—	(35)	—
Total liabilities	\$ 81,415	\$ 149,487	\$ (4,190)	\$ 226,712

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

FORD MOTOR COMPANY

By: /s/ Cathy O'Callaghan
Cathy O'Callaghan, Vice President and Controller
(principal accounting officer)

Date: April 25, 2019

Exhibit 11

The New York Times

Ford Says Justice Dept. Has Opened Criminal Inquiry Into Emissions Issues

By **Tiffany Hsu**

April 26, 2019

The Justice Department has opened a criminal inquiry into Ford Motor's emissions-certification process, the latest government investigation involving the auto industry's compliance with pollution standards.

In a filing with the Securities and Exchange Commission on Friday, Ford said that it had also notified several other state and federal agencies about concerns over its emissions and fuel-efficiency testing, and that it was cooperating with all government inquiries.

The Justice Department investigation, which is focused on "issues relating to road load estimations," is in its "preliminary stages" but could damage Ford's financial health, the company said.

Ford said in February that it was investigating employee concerns about the company's computer-modeling methods and calculations used to measure fuel economy and emissions.

The company said then that it had notified the Environmental Protection Agency about the issue and had hired a law firm to investigate specifications used in its testing. On Friday, Ford said it had disclosed the potential problem to the California Air Resources Board around the same time. The Justice Department stepped in afterward, according to the securities filing.

Ford said its concerns did not involve the so-called defeat device software implicated in Volkswagen's yearslong scheme to cheat on emissions tests.

World Press Freedom Day
See why an independent press is vital to democracy

Ford was informed of the Justice Department investigation this month, said Kim Pittel, the automaker's group vice president for sustainability, environment and safety engineering.

"Our focus is on completing our investigation and a thorough technical review of this matter and cooperating with government and regulatory agencies," Ms. Pittel said in a statement on Friday.

The Justice Department declined to comment.

In January, after being sued by the Justice Department, Fiat Chrysler agreed to pay nearly \$800 million to settle claims that it had equipped some of its vehicles with illegal emissions-management software.

European authorities said this month that Volkswagen, Daimler and BMW had secretly agreed to install inferior pollution-controlling equipment in their vehicles, contributing to the region's poor air quality. In the United States, Volkswagen has been sued by the S.E.C. over the diesel scheme. The company has also been hit with more than \$33 billion in fines and legal settlements tied to the scandal; Martin Winterkorn, its former chief executive, and several other Volkswagen managers face criminal charges in Germany.

On Thursday, Ford announced first-quarter earnings that were better than expected, with strong sales of its trucks and sport utility vehicles in the United States. The company's stock rose nearly 11 percent in trading on Friday.

Follow Tiffany Hsu on Twitter: @tiffkhsu.

A version of this article appears in print on April 26, 2019, on Page B3 of the New York edition with the headline: Justice Dept. Is Investigating Ford Emissions



Exhibit 12



WEEK



Volkswagen is a repeat offender in the emissions "defeat device" arena.

PHOTO BY ANDREW STOY/AUTOWEEK

VW EMISSIONS 'DEFEAT DEVICE' ISN'T THE FIRST

Previous regulatory actions snared GM, Ford, Honda for emission rules violations

SEPTEMBER 24, 2015

Volkswagen AG's software designed to hoodwink environmental regulators (<http://autoweek.com/article/car-news/vw-accused-using-software-482000-diesels-skirt-us-clean-air-rules>) was hardly the first instance of automakers getting busted for running afoul of U.S. emissions rules using so-called defeat devices.

It wasn't even Volkswagen's first. In fact, VW is a repeat offender.

General Motors, Ford Motor Co. and American Honda Motor Co. also have had to pay hefty fines and take other steps to resolve their use of defeat devices in the past. Some of the cases stemmed from differing regulatory interpretations or from loopholes that have since been closed.

VW's deliberate move to game U.S. tests for diesel emissions will likely result in stiff penalties, but the past settlements offer clues about the kinds of tools the EPA and U.S. Justice Department have in their arsenal when handling such cases.



CAR NEWS (/article/car-news/why-volkswagens-diesel-betrayal-different)

WHY VOLKSWAGEN'S DIESEL BETRAYAL IS DIFFERENT (/ARTICLE/CAR-NEWS/WHY-VOLKSWAGENS-DIESEL-BETRAYAL-DIFFERENT)

(/article/car-news/why-volkswagens-diesel-betrayal-different)

For the second time in my life, it appears that the US diesel passenger car market has been mortally wounded by a car company claiming to be its champion. The first time, it was due to incompetence: GM ...

In 1974, Volkswagen agreed to pay \$120,000 to settle a complaint filed by the EPA that the company failed to properly disclose the existence of two devices that modified emissions controls on about 25,000 1973 model VWs, according to a Wall Street Journal report and an EPA press release about the case. The settlement included no admission of wrongdoing by VW, the Journal reported. The devices consisted of two temperature-sensing switches that deactivated part of the emissions control systems, the EPA said.

The EPA said at the time that VW failed to disclose the existence of the devices on its 1973 emissions certification applications. VW did disclose them on a 1974 application, which the EPA rejected, and VW agreed to remove the devices.

Cadillac case

In 1995, GM agreed to pay nearly \$45 million to settle government charges that it put illegal devices in some 470,000 Cadillacs that defeated emissions controls, resulting in the cars spewing 100,000 tons of excess carbon monoxide pollution, the U.S. Justice Department said at the time. The total penalty included an \$11 million fine, \$8.75 million to be spent on projects to offset the excess emissions and \$25 million to recall and retrofit the vehicles -- the first court-ordered vehicle recall for environmental issues.

GM had installed a computer chip on the Cadillacs, including the 1991-95 DeVille and Seville, that made the cars' 4.9-liter engine operate at a higher idle speed by burning more fuel when drivers used the climate control system. The move helped solve a stalling problem the engines faced when drivers used the climate control, but it increased carbon monoxide emissions.

At the time, the EPA's test procedures didn't measure emissions levels with climate control systems turned on, so the chip's impact on emissions wasn't measured. GM cooperated with the EPA's investigation and settled out of court. But the EPA considered the chip to be a defeat device and

announced the deal without GM's participation, a move that blindsided the company, GM officials told *Automotive News* at the time.

The EPA's test procedures have since been revised to measure emissions with air conditioning systems turned on. Test changes also could stem from VW's current debacle. Chris Grundler, head of the EPA's office that oversees auto emissions, says the agency is reviewing its testing procedures and working on a process to screen for defeat devices similar to the software that VW used to make its cars run cleaner during emissions tests.

Misfire monitor

In 1998, American Honda and Ford both agreed to settlements worth millions of dollars to resolve defeat-device charges from the EPA.

The EPA alleged at the time that Honda had disabled part of the onboard diagnostic computer that detected engine misfires on 1.6 million Accords, Civics, Preludes, Odysseys and Acuras from the 1996 and 1997 model years, as well as the 1995 Civic, and failed to report it to the EPA when applying for emissions certification.



CAR NEWS (/article/car-news/list-diesel-vw-cars-recalled-heres-what-you-need-know)

LIST OF DIESEL VW (AND AUDI) CARS RECALLED; HERE'S WHAT YOU NEED TO KNOW (/ARTICLE/CAR-NEWS/LIST-DIESEL-VW-CARS-RECALLED-HERES-WHAT-YOU-NEED-KNOW)

In the wake of the Volkswagen diesel emissions scandal, news of which broke late last week, Volkswagen has announced that it will stop selling cars equipped with the kind of diesel engines implicated ...

(/article/car-news/list-diesel-vw-cars-recalled-heres-what-you-need-know)

The misfire monitor checks emissions performance while a vehicle is driven, and disabling it meant the dashboard warning light would not illuminate when emissions controls were malfunctioning. When that happens, drivers would be unaware that their vehicles needed service, resulting in possible excess emissions, the EPA said then.


Honda agreed to settle the charges by extending the emissions warranty for the cars to 14 years or 150,000 miles, plus other steps, resulting in at least \$250 million in costs, the EPA said. Honda also agreed to pay \$12.6 million in fines and \$4.5 million on pollution reducing projects. The EPA commended Honda for its cooperation during the agency's investigation.

Ford spent \$7.8 million after the EPA alleged the automaker installed a device to defeat the emissions control system on 60,000 1997 Econoline vans. According to the EPA, Ford had installed software in the vans that boosted fuel economy but also increased nitrogen oxide emissions above levels permitted by the Clean Air Act.

Ford agreed to remove the software through service campaigns and a recall, a \$1.3 million cost. It also agreed to pay a \$2.5 million fine, purchase nitrogen oxide credits worth an estimated \$2.5 million and spend \$1.5 million on pollution reduction projects.

The story "[VW is a repeat offender on defeat devices](http://www.autonews.com/article/20150923/OEM11/150929911/vw-is-a-repeat-offender-on-defeat-devices) (<http://www.autonews.com/article/20150923/OEM11/150929911/vw-is-a-repeat-offender-on-defeat-devices>)." first appeared at Automotive News.

By Ryan Beene, Automotive News

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Exhibit 14

EPA Says the New Ford Ranger Gets 24 MPG on the Highway, But What Does It Really Get at 70 MPH? (Video)

By **Stephen Elmer** - March 19, 2019

The fuel economy of the Ford Ranger has been called into question by not only us here at TFL, **but also by Ford itself**. So we took a 2019 Ford Ranger and hit the highway to put the numbers to the test in the real world.

The Environmental Protection Agency (EPA) rates the four-wheel drive Ford Ranger at 24 mpg on the highway and 20 mpg in the city for a combined rating of 22 mpg.

ALSO SEE: 2019 Ford Ranger: Detailed Guide With All the Options!

We recently put that to the test on a road trip from Los Angeles to Denver with the Ranger, and the truck returned 19.5 mpg average. This is less than the EPA advertises, but there are some factors that likely skewed this test, most importantly the nearly constant uphill climb from the ocean on the west coast to the mile high city.

So we decided to run the truck again on our 98-mile fuel economy loop, nearly all of which is on the highway, to see how close the results would be to our former result and the EPA numbers.

And what was the result? Well the Ranger's trip computer told us that the truck managed just over 25 mpg, though our math at the fuel pump did not add up to the same number.

So what was the actual mpg number after we did our real-world math? You'll have to watch the video above to find out for yourself!

Or check out the video below to see how the Ranger behaves with a performance tune.

Sponsored Content



Mom Surprised Daughter By Showing Up To Her Dorm Unannounced, Then Made A Terrible... [🔗](#)

By Upbeat News

Mom wanted to surprise her daughter by showing up to her dorm room unannounced and well, what a terrible mistake that was!

Stephen Elmer

Exhibit 15

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 Lightweight And Capable. Great **MPG**, Powerful, Smart & Safe. Visit for More Info. NHTSA 5-Star Safety Award. IIHS Top Safety Pick. Military-Grade Aluminum. Models: XL, XLT, Lariat, Raptor.
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Build & Price

Configure Your New Ford F-150
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2019 Ford F-150 / MPG

Up to 20 city / 26 highway

Feedback

Fuel Economy of 2019 Ford F150

<https://www.fueleconomy.gov/feg/PowerSearch.do?...1...Ford...F150...>
 Estimates of gas mileage, greenhouse gas emissions, safety ratings, and air pollution ... 2019 Ford F150 Pickup 2WD 3.0 L, 6 cyl, Automatic (S10), Turbo, Diesel.

Fuel Economy of 2019 Ford F150 Pickup 2WD

<https://www.fueleconomy.gov/.../PowerSearch.do?...Ford...F150%20Pickup%202WD...>
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2019 Ford F-150 MPG & Gas Mileage Data | Edmunds

<https://www.edmunds.com/Ford/Ford-F-150/2019-Ford-F-150>
 View detailed gas mileage data for the 2019 Ford F-150. Use our handy tool to get estimated annual fuel costs based on your driving habits.

Ford F-150 MPG - Actual MPG from 9,781 Ford F-150 owners - Fuelly

www.fuelly.com/car/ford/f-150
 The most accurate Ford F-150 MPG estimates based on real world results of 174.7 million miles driven in 9781 Ford F-150s.

Ford F-150: The Most Fuel-Efficient Full-Size Truck—But Not For Long ...

<https://observer.com/.../ford-f-150-the-most-fuel-efficient-full-size-truck-but-not-for-l...>
 Jun 26, 2018 - Ford's F-150 is America's best-selling vehicle, and wins on fuel economy, but this is about as far as Ford's innovation in gas milage will go.

People also ask

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ford f150 fuel economy



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Ford releases fuel economy figures for new F-150 diesel

<https://www.greencarreports.com> > News > Pickup Trucks ▼

Apr 19, 2018 - A full-sized pickup that can get 30 mpg sounds impressive, and it is. Ford has released the fuel economy ratings for the new F150 Powerstroke ...

2019 Ford F-150 - Car and Driver

<https://www.caranddriver.com/ford/f-150> ▼

Rating: 5 - Review by Eric Stafford

Its modern aluminum-body construction helps save weight, which improves performance and fuel economy, and a slew of advanced engines and high-tech ...

8 Best Ranked MPG Trucks of 2019: Ranked | CarMax

<https://www.carmax.com/articles/best-mpg-trucks-ranking> ▼

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2019 Ford F150 MPG Rating | Performance Ford of Clinton

<https://www.performancefordclinton.com/2019-Ford-F150-MPG-Rating.html> ▼

Visit this page for information about the fuel economy of the 2019 Ford F150, 2019 F150 mpg info, and more about the 2019 model from Performance Ford.

Ford F-150 Finally Goes Diesel This Spring With 30 MPG And 11,400 ...

<https://www.forbes.com/.../diesel-finally-arrives-in-ford-f-150-with-30-mpg-and-114...> ▼

Jan 8, 2018 - Ford expects the diesel F-150 to be the most fuel efficient version yet of ... The 2018 Ford F-150 will be available with a new 3.0-liter V6 diesel ...

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ford f150 fuel economy



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Exhibit 16



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Recent Best Of Reviews Financing Trends

Articles > 8 Best Ranked MPG Trucks of 2019: Ranked

RANKINGS

8 Best Ranked MPG Trucks of 2019: Ranked

PUBLISHED THURSDAY, JUNE 27, 2019

Achieve power and impressive fuel-economy.



Today, more and more manufacturers are producing trucks that get great fuel economy while still delivering impressive horsepower. If you're fuel-conscious and looking for the right truck, we've put together a power-packed list of trucks to help you on your search.

FEEDBACK

To compile our list of the best ranked mpg trucks at CarMax, we took our best-selling trucks from June 1, 2018, through November 30, 2018, and then ranked them in order using city and highway fuel economy data from fueleconomy.gov.¹

1. [2017 Chevrolet Colorado 2WD Automatic 2.5L](#)



2017 Chevrolet Colorado LT ©EVOX Images



2. [2018 Ford F-150 2WD Automatic 3.3L](#)



2018 Ford F-150 Lariat ©EVOX Images



3. [2015 Ford F-150 2WD Automatic 2.7L](#)



2015 Ford F-150 XL © EVOX IMAGES



4. [2016 Ford F-150 2WD Automatic 2.7L](#)

FEEDBACK



5. [2017 Nissan Frontier 2WD Automatic 2.5L](#)



6. [2015-2016 Ford F-150 4WD Automatic 2.7L](#) & [2017 Toyota Tacoma 4WD Automatic](#)



7. [2015 Ford F-150 4WD Automatic 3.5L](#)

FEEDBACK



8. [2015 Chevrolet Silverado 1500 4WD Automatic 4.3L](#)



If you're looking for a truck with the best gas mileage, this list is a great guide. Many of the vehicles on this list have impressive performance specs. You can also look forward to some useful tech features that will make these trucks a joy to drive. For example, the 2015 Ford F150 comes with a standard rearview camera and optional trailer hitch assist video camera. And, the 2015 Chevrolet Silverado 1500 comes with Apple CarPlay™, Android Auto™, and an available Wi-Fi hotspot system.²

To learn more about some of the best trucks at CarMax, check out these additional resources:

[Best Trucks](#)

[Best Small Trucks](#)

[Best Pickup Trucks under \\$25,000](#)

1. Fuel economy figures are based on EPA estimates for when vehicle sold as new. Fuel economy may vary for reasons like driving conditions and vehicle history. Unless specified, figures are for vehicles equipped with an automatic transmission. See fuelconomy.gov for details.

FEEDBACK

2. Data plan and compatible device required to activate.

Unless otherwise noted, information relating to these featured vehicles comes from third-party sources, including manufacturer information. Product and company names may be trademarks™ or registered® trademarks of third-party entities. Use of them does not imply any affiliation with or endorsement by these entities.

Shop Best Used MPG Trucks Near You



2015 Dodge Ram 1500 Lone Star

\$21,998* • 111K

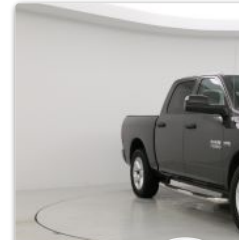
Dallas, Texas



2014 Chevrolet Silverado 1500 LTZ

\$30,998* • 31K

Dallas, Texas



2015 Dodge Express

\$23,998* • 50

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The best trucks for the money are out there for the finding. Check out these 10 top-rated trucks at CarMax, based on vehicles and sales data from July 1, 2018 through December 31, 2018. All of the used pickups on this list have average prices under \$25,000.

FEEDBACK



RANKINGS

[5 Best Small Trucks for 2019: Reviews, Photos, and More](#)

In the market for a rugged yet practical pickup truck? If so, this list of best-selling small pickup trucks is a great place to start your next vehicle search. Check out these best-selling small trucks for 2019 shoppers, based on CarMax sales data from May 1, 2018 through October 31, 2018.

PUBLISHED ON THURSDAY, JANUARY 31, 2019



RANKINGS

[10 Best Pickup Trucks of 2018: Ranked](#)

Here's a breakdown of the CarMax 10 best pickup trucks of 2018 so far, based on sales from November 1 through May 31. Each of the trucks on this list does a great job of meeting our customers' needs for utility and comfort.

PUBLISHED ON WEDNESDAY, JULY 18, 2018



RANKINGS

[10 Best Pickup Trucks for 2019: Reviews, Photos, and More](#)

Here's a breakdown of the CarMax 10 best trucks to buy for 2019 shoppers, based on sales from November 2017, through May 2018. Each of the top-rated trucks on this list meets our customers' needs for utility and comfort.

PUBLISHED ON WEDNESDAY, JULY 18, 2018



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[10 Best Pickup Trucks under \\$25,000: Ranked](#)

The best trucks for the money are out there for the finding. Check out these 10 best-selling trucks at CarMax, based on vehicles and sales data from January 1, 2018 through April 30, 2018. All of the

FEEDBACK

used pickups on this list have average prices at CarMax under \$25,000 (based on average prices between 1/1/2018 and 4/30/18).

PUBLISHED ON WEDNESDAY, JUNE 13, 2018

* Price excludes tax, title, and registration fees. Price assumes that final purchase will be made in the State of WA, unless vehicle is non-transferable. Vehicle subject to prior sale. Applicable transfer fees are due in advance of vehicle delivery and are separate from sales transactions.

Renton

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FEEDBACK

Exhibit 17

FORD SURPASSES 1 MILLION TRUCK SALES IN 2018

Jan 12, 2019 | DEARBORN, Mich.



Ford sold more than 1.075 million F-Series trucks globally in 2018, averaging a sale every 29.3 seconds.

- Ford extended its market dominance in trucks again in 2018 with more than 1.075 million F-Series sold globally
- Using average U.S. transaction pricing of \$46,700, F-Series estimated sales revenue of \$50 billion would be greater than the 2018 revenues of Fortune 500 companies including Oracle, American Express or Best Buy

DEARBORN, Mich., Jan. 12, 2019 – It would take more than eight hours in a commercial jet flying more than 500 miles per hour to travel the full length, parked bumper-to-bumper, of all the Ford F-Series trucks sold globally in 2018 as the company marks 42 years as America’s best-selling truck and 37 years as America’s best-selling vehicle. During that flight, Ford would have sold nearly 1,000 more F-Series trucks.

“From Ranger to Transit, we’re proud and honored to help our global truck and commercial vehicle customers get the job done around the planet,” said Jim Farley, Ford executive vice president and president, Global Markets. “But it’s our F-Series juggernaut that leads the world in sales, capability and smart technology, setting the bar others follow.”

bumper-to-bumper, F-Series trucks would stretch more than 4,000 miles – greater than the distance from Dallas to Honolulu.

If Ford F-Series were its own business using average U.S. transaction prices of \$46,700 to calculate revenues, F-Series would have the equivalent of \$50 billion in revenues, or greater revenues than Oracle (\$37 billion), American Express (\$35 billion) or Best Buy (\$42 billion).

Along with increased sales volumes, F-Series average transaction prices have steadily grown since the 2014 debut of the new F-150 with a high-strength, military-grade, aluminum-alloy body, climbing an average of \$7,400 per truck.

Ford offers an F-Series pickup for every truck customer – from the work-ready F-150 XL starting at an MSRP of \$28,155 to the top-of-the-line F-450 Super Duty Limited starting at an MSRP of \$86,505.

Of course, the resounding success of Ford Motor Company's F-Series would not be possible without the hardworking employees at Kentucky Truck Plant, Kansas City Assembly Plant, Ohio Assembly Plant and Dearborn Truck Plant, along with those at Ford's Product Development Center in Dearborn.

About Ford Motor Company

Ford Motor Company is a global company based in Dearborn, Michigan. The company designs, manufactures, markets and services a full line of Ford cars, trucks, SUVs, electrified vehicles and Lincoln luxury vehicles, provides financial services through Ford Motor Credit Company and is pursuing leadership positions in electrification, autonomous vehicles and mobility solutions. Ford employs approximately 196,000 people worldwide. For more information regarding Ford, its products and Ford Motor Credit Company, please visit www.corporate.ford.com.

Exhibit 18

KAN-002480 CA 9-NORMAL, NB, 202480, JH292 12643 220180907 6620 10-10-2019 JK F60823 NB
 UJC CERT CERT TRD RAMP BUMP CAMP BOOK EXCEL U R CA C
 1FTW1C2F2 JK F60823 NB G113

EPA Fuel Economy and Environment

Fuel Economy

22 MPG combined city/hwy

20 city **26 highway**

4.5 gallons per 100 miles

You spend \$1,500 more in fuel costs over 5 years compared to the average new vehicle.

Standard Pickup Trucks range from 14 to 22 MPG. The best vehicle rates 136 MPG.

Gasoline Vehicle

Annual fuel cost \$1,650

Fuel Economy & Greenhouse Gas Rating (tailpipe only) **Smog Rating** (tailpipe only)

4 (Smog Rating) **10** (Best)

This vehicle emits 401 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions, learn more at fuelconomy.gov.

fuelconomy.gov

Calculate personalized estimates and compare vehicles.

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
Driver ★★★★★
Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★★★★★
Front seat ★★★★★
Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.

Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

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JK F60823

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- TOUCH UP/DOWN DR/PASS WIN
 - 60/40 FOLD-UP REAR BENCH SEAT
 - AC W/MANUAL CLIMATE CONTROL, SINGLE ZONE
 - CRUISE CONTROL
 - DOOR LOCKS - POWER
 - DUAL VISOR VANITY MIRRORS
 - ILLUMINATED ENTRY
 - WAP POCKETS- DRIVER & PASS
 - OUTSIDE TEMP DISPLAY
 - POWERPOINTS
 - TILT/TELESCOPE STR COLUMN
- FUNCTIONAL**
- 4-WHEEL DISC BRAKES W/ABS
 - AUTO START STOP TECH
 - CURVE CONTROL
 - DYNAMIC HITCH ASSIST
 - ELECTRIC-ASSIST PARK BRAKE
 - ELECT-TO-OFF INTERIOR LIGHT
 - FAIL-SAFE COOLING SYSTEM
 - GAS-CHARGED SHOCKS
 - HILL START ASSIST
 - MYKEY
 - OUTBOARD MNTD REAR SHOCKS
 - PWR HACK AND PINION STEER
 - REAR VIEW CAMERA
 - SELECTSHIFT TRANSMISSION
- SAFETY/SECURITY**
- ADVANCETRAC WITH RSC
 - AIRBAGS - FRONT SEAT
 - MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY SIDE CURTAIN
 - CTR HIGH MOUNT STOP LAMP
 - PERIMETER ALARM
 - SECURICODE KEYLESS KEYPAD
 - SOS POST CRASH ALERT SYS
 - TIRE PRESSURE MONITOR SYS
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 300A	
•XLT SERIES	\$38,560.00
OPTIONAL EQUIPMENT/OTHER	
17" SILVER PAINTED ALUMINUM	1,090.00
2.7L V6 ECOBOOST	38,650.00
24S/20R 17 BSW ALL-SEASON	1,495.00
3.55 RATIO REGULAR AXLE	995.00
6300# GVWR PACKAGE	NO CHARGE
FRONT LICENSE PLATE BRACKET	NO CHARGE
CALIFORNIA EMISSIONS SYSTEM	NO CHARGE
CLASS IV TRAILER HITCH	95.00
PRICE INFORMATION	
BASE PRICE	\$38,560.00
TOTAL OPTIONS/OTHER	1,090.00
TOTAL VEHICLE & OPTIONS/OTHER	39,650.00
DESTINATION & DELIVERY	1,495.00

CONVOY

ITEM #: 72-4765 O/T 2

CB76

RAMP ONE

RAMP TWO

TOTAL MSRP \$41,145.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

JH292 N RB 2X 840 002480 08 29 18

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

2201809076620

06/04/2019

Exhibit 19

2019 **ALL-NEW**
RANGER



XL | XLT | LARIAT

[Accessible Ranger Brochure PDF](#)



THE ALL-NEW 2019 FORD RANGER

FREEDOM TO RECHARGE

This is about way more than a pickup truck. It's about you. Exercising your freedom. Getting out there. Finding more places to breathe. Deeply. And recharging yourself. With the kinds of challenging – and rewarding – activities you call fun. You've got the spirit and determination. Now, it's time to get the gear: the all-new 2019 Ranger.



TOUGH

It takes serious grit to live life on your terms. So we made sure Ranger has it. In spades. From the sturdy backbone established by its fully boxed high-strength-steel frame, to the durable steel front and rear bumpers mounted directly to that frame, and all the rugged parts in between, Ranger epitomizes the rigorous standards of Built Ford Tough®

ADVENTUROUS

Ranger has a best-in-class¹ max. payload capacity of 1,860 lbs.² It also has a best-in-class gas engine max. towing capability of 7,500 lbs.³ and 310 lb.-ft. of torque. Plus, you can add the FX4 Off-Road Package to increase its trail-worthiness with a 47.6:1 crawl ratio, Terrain Management System,[™] Trail Control,[™] an electronic-locking rear axle and more. It's time to grab your gear and leave the grid behind.

INNOVATIVE

FordPass Connect^{™4} works with the FordPass^{™4} smartphone app to let you control Ranger remotely. You also get Ford Co-Pilot360[™] Technology features like Pre-Collision Assist with Automatic Emergency Braking and Pedestrian Detection standard on every Ranger. Plus, it's the most fuel-efficient gas-powered midsize pickup in America.⁵



CHARGE



TOUGHNESS RUNS DEEP IN ITS DNA



Backed by over 100 years of Ford Truck engineering expertise, there's no doubt the all-new Ranger meets the legendary standards of Built Ford Tough®. We know you won't settle for anything less.

To get there, we built Ranger with body-on-frame construction including a fully boxed, high-strength-steel frame. We mounted the steel front and rear bumpers to that frame for outstanding durability.

We also gave Ranger a double-wishbone front suspension with rugged coil springs, monotube shocks and forged-aluminum knuckles to help optimize ride and handling. Rear parabolic leaf springs were chosen for their ability to provide the right mix of ride quality, durability and capability.

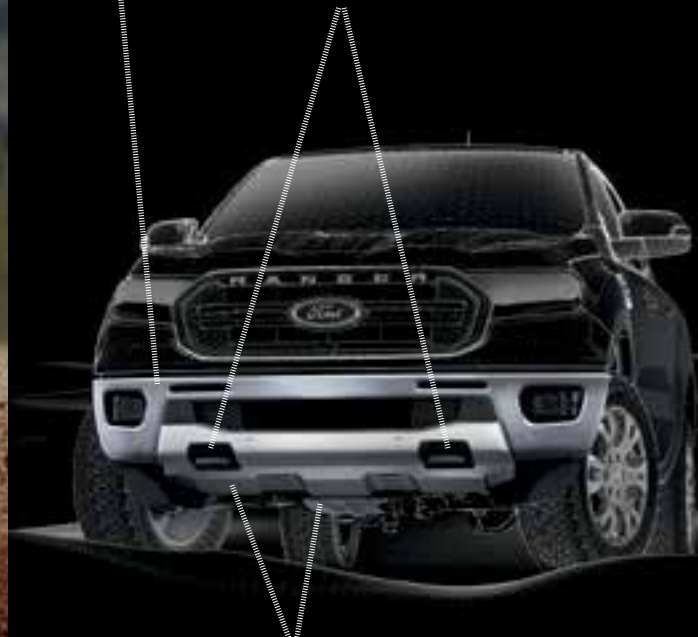
The all-new 2019 Ranger was developed specifically for North American truck buyers. So you can rest assured, it's got all the toughness it takes to get to your adventures.

STEEL FRONT BUMPER

The real deal. Not some flimsy fascia. Ranger starts with a steel front bumper, mounted to its fully boxed frame for strength and durability.

FRONT TOW HOOKS

Prominently placed. Easy to use. Because if you need them, you need them now. Ranger 4x4s and XLT/LARIAT 4x2s all come with 2 big tow hooks. Right up front. Where they belong.



STEEL SKID PLATES

Mounted directly to the frame – so they can take the hit. Not your radiator, transfer case or steering gear. Get these skid plates, a steel bash plate and more in the FX4 Off-Road Package.

FULLY BOXED FRAME

The backbone of every Ranger is a fully boxed, high-strength-steel frame with 6 rugged crossmembers. It works together with the steel front bumper and a frame-mounted rear tow bar to provide a solid foundation for your on- and off-road exploits.





TURBO CHARGED STANDOUT

**2.3L
ECOBOOST**

CLASS-EXCLUSIVE
**10-SPEED
AUTOMATIC
TRANSMISSION**

Ranger is the only truck in the Midsize Pickup class to offer an advanced turbocharged gas engine. As one of the most versatile, powerful and efficient gas powertrains in its class, the 2.3L EcoBoost® paired with its 10-speed partner is the only powertrain Ranger needs. The engine's 16-valve design features chain-driven dual overhead cams, a twin-scroll turbocharger, a forged-steel crankshaft and connecting rods, cast-aluminum pistons, and an overboost function that lifts output on every gear change. It's designed to play hard *and* smart. Because that's a surefire path to a whole lotta fun.

POWERFUL

Class-leading 310 lb.-ft. of gas torque gives Ranger serious get-up-and-go – besting even the V6 engines in its class. You also get 270 horsepower. More than enough to take you and your stuff to the top of that mountain – and beyond.

**270
HORSEPOWER**

BEST-IN-CLASS GAS

**310
LB.-FT. OF TORQUE**

STRONG

Ranger comes with a standard 3,500-lb. towing capacity, Trailer Sway Control and more. The Trailer Tow Package gives you best-in-class gas max. towing of 7,500 lbs.¹ So it's easy to bring your gear out to play, too.

BEST-IN-CLASS

**1,860
LBS. MAX. PAYLOAD¹**

BEST-IN-CLASS GAS

**7,500
LBS. MAX. TOWING¹**

EFFICIENT

In fact, Ranger is the most fuel-efficient gas-powered midsize pickup in America.² Class-exclusive Auto Start-Stop Technology helps it get exceptional mpg ratings. And a driving range of up to 414 miles per tank³ helps you get way out into the wilderness.

EPA-estimated ratings²

BEST-IN-CLASS

21 MPG CITY

UNSURPASSED GAS

26 MPG HWY

UNSURPASSED

23 MPG COMBINED





RUGGED STEEL BASH PLATE¹

A 16-gauge high-strength-steel bash plate helps protect your radiator and other key vehicle components from damage caused by rock strikes, road debris and more.

FX4 OFF-ROAD PACKAGE

Head to where the rubber leaves the road. And keep on going. The FX4 Off-Road Package gives Ranger all the hardware and technology you need to get way out. Tough enough to tackle trails in all weather, Ranger FX4 makes its presence known with a prominent steel bash plate up front, and grip-enhancing all-terrain tires at all 4 corners. For even more bite, fit yours with the LT-rated tires.¹ The Terrain Management System™ is combined with the Trail Control™ feature, an off-road tuned suspension, an electronic-locking rear differential, 3 skid plates, and an off-road display in the instrument cluster screen to help increase your off-road confidence. The all-new Ranger FX4 is ready for all your adventures.



28.7°
APPROACH ANGLE²



25.4°
DEPARTURE ANGLE²



21.5°
BREAKOVER ANGLE²



In low-traction situations, engaging the electronic-locking rear differential¹ can send a 100% torque split to either rear wheel. It's designed for use at speeds below 20 mph in most Terrain Management System modes. When in Sand mode, it can operate at speeds below 45 mph.



FX4

OFF-ROAD PACKAGE



TRAIL CONTROL

Designed for low-traction, off-road conditions, Trail Control™^{1,2} acts as a low-speed cruise control, maintaining your selected speed from 1 to 20 mph. It manages acceleration and braking – sending power and braking to each individual wheel as needed – so you can keep your focus on steering while going uphill, downhill, or over rugged terrain. Trail Control can be engaged while Ranger is in 2H, 4H or 4L, and in combination with any of the 4 Terrain Management System™ modes, to help provide maximum traction when you venture beyond the pavement.

GO THERE

TERRAIN MANAGEMENT SYSTEM

Ranger features the only Terrain Management System¹ in the class that works in both 4H and 4L, offering you seamless shift-on-the-fly confidence over all sorts of surfaces. Just tap the “TM” button to select any of the 4 modes. The system automatically calibrates engine responsiveness, transmission gearing, and vehicle control systems to provide the optimum traction, driveability and performance.

Normal mode is ideal for everyday driving on wet or dry paved roads.

Grass/Gravel/Snow mode lets the transmission deliver earlier upshifts and less aggressive engine torque distribution, limiting wheelslip to help improve traction on tricky terrain.

Mud/Ruts mode allows powertrain torque to be a bit more aggressive, limiting transmission upshifts and letting the wheels spin to get you through the thick stuff.

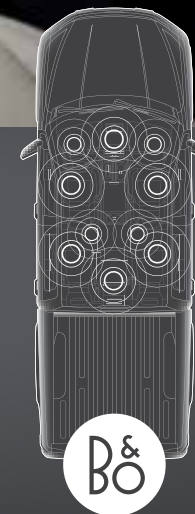
Sand mode uses more aggressive throttle progression and holds gears longer to help transfer optimized torque to the wheels. They can spin aggressively to maintain momentum and keep the fun going. All-season, all-terrain adventure awaits.





GEARED TOWARD GETTING YOU TO THE FUN

Great memories are made in the great outdoors. We get it. That's why you'll find Ranger offers all the controls and comforts you need to arrive at your destination on schedule – and ready for action. Voice-activated Navigation¹ features SiriusXM[®] Traffic and Travel Link^{®1,2} services to help you avoid traffic, find fuel and so much more. The innovative 10-speed automatic transmission is engineered to help ensure Ranger uses the right gear at the right time, including skip-shift and direct downshift capabilities. In Sport mode, SelectShift[®] capability lets you toggle up or down on the side of the shifter to switch gears when you want. To get amped for the day's adventures, dial up your go-to SiriusXM^{1,2} channel. The B&O Sound System by Bang & Olufsen^{TM1} pumps 675 watts of digitally processed sound through 10 high-performance speakers. Crank it up. And get gone.



REMOTE START USING YOUR SMARTPHONE³
 ● XL, XLT, LARIAT

TILT/TELESCOPING STEERING COLUMN
 ● XL, XLT, LARIAT

REMOTE KEYLESS ENTRY WITH REMOTE TAILGATE LOCK
 ○ XL ● XLT, LARIAT

DUAL-ZONE ELECTRONIC AUTOMATIC TEMPERATURE CONTROL
 ○ XLT ● LARIAT

INTELLIGENT ACCESS WITH PUSH-BUTTON START
 ● LARIAT

TECHNOLOGY PACKAGE: ADAPTIVE CRUISE CONTROL AND VOICE-ACTIVATED NAVIGATION
 ○ XLT, LARIAT

● STANDARD ○ AVAILABLE

2019 Ranger | ford.com

LARIAT SuperCrew[®] 4x4. Medium Stone leather-trimmed interior. Available equipment. ¹Available feature. ²Certain restrictions, 3rd-party terms and data rates may apply. See footnote 2 on the XLT Features pages, and your Ford Dealer for details. ³Requires FordPass Connect[™] and FordPass[™] app activation. Message and data rates may apply.





YOUR KIND OF CABIN

Roomy. Comfortable. With just the right mix of amenities. Ranger SuperCrew® cabs seat up to 5, offering you a 3-passenger rear bench seat with a fold-down center armrest and 2 cupholders, plus under-seat storage. Able to carry up to 4 people, SuperCab features 2-passenger rear seating with covered under-seat storage. For more cargo space, you can opt to delete the SuperCab rear seats, or remove them on your own as needed.

For easy startups in cold climates, there's an engine block heater,¹ a windshield wiper de-icer,¹ and a rear-window defroster.¹ Ranger is engineered to help you keep the adventure going – no matter the weather.



LOCKABLE
GLOVE BOX
● XL, XLT, LARIAT

12V POWERPOINTS:
2 FRONT AND 1 REAR
● XL, XLT, LARIAT

110V/150W AC
POWER OUTLET
○ XL ● XLT, LARIAT

2 SMART-CHARGING
USB PORTS
○ XLT ● LARIAT

MANUALLY SLIDING
REAR WINDOW
○ XL, XLT ● LARIAT

AUTO-DIMMING
REARVIEW MIRROR
○ XLT ● LARIAT

8-WAY POWER,
HEATED FRONT SEATS
○ XLT ● LARIAT

LEATHER-TRIMMED
SEATING
● LARIAT

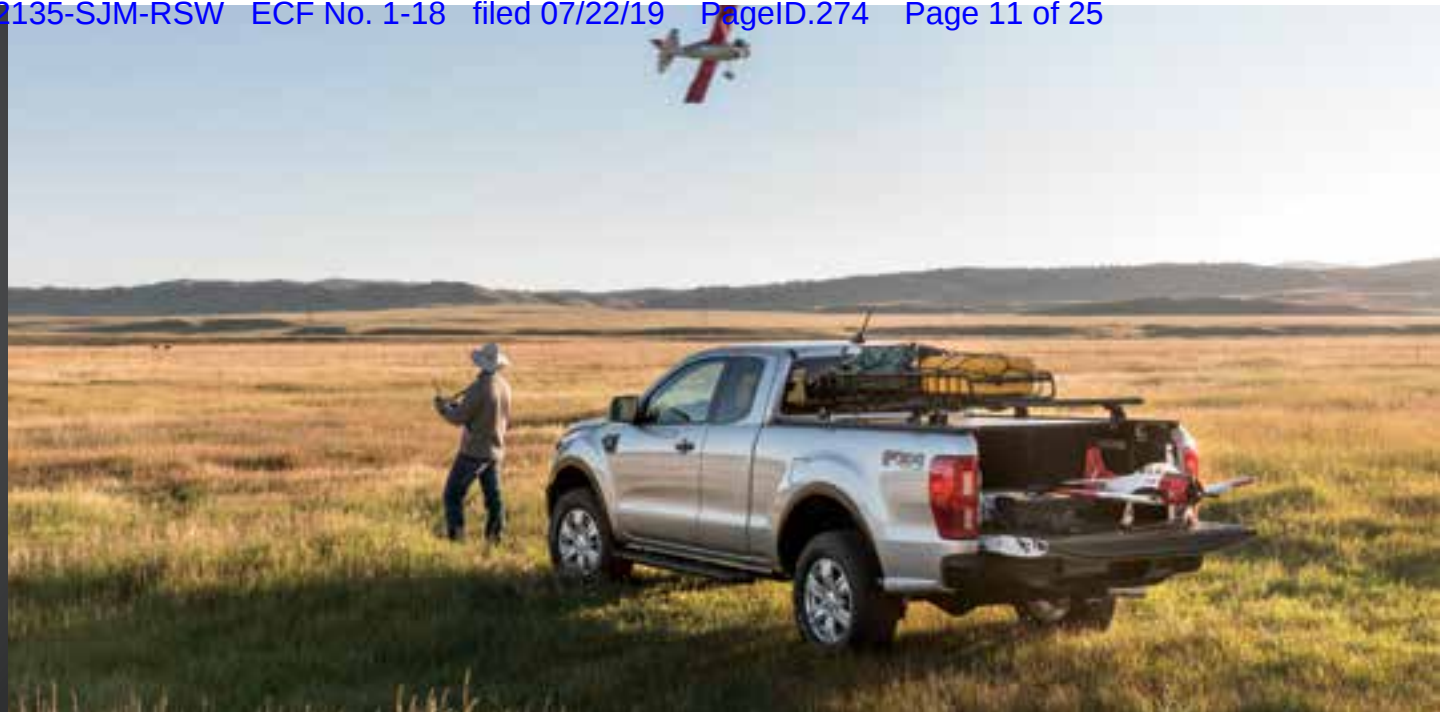
● STANDARD ○ AVAILABLE

2019 Ranger | ford.com

LARIAT SuperCrew 4x4. Medium Stone leather-trimmed interior. Available equipment. ¹Available feature.



THE RIGHT TRUCK



FOR ALL KINDS OF ADVENTURE



Our world is increasingly distracted. A few seconds is all it takes ... to lose focus. According to the National Highway Traffic Safety Administration (NHTSA),¹ 94% of serious crashes are due to human error. To help you drive confidently so you can better enjoy your adventures, the all-new Ranger offers Ford Co-Pilot360™ Technology – a suite of standard and available driver-assist features that can start helping the moment you head out on the road.²

READY WITH AN ASSIST

Standard Pre-Collision Assist with Automatic Emergency Braking (AEB) includes Pedestrian Detection and Forward Collision Warning with Brake Support.^{2,3} It can automatically apply the brakes to help reduce the severity of, and in some cases potentially eliminate, a frontal collision with a vehicle traveling in the same direction, or a pedestrian detected ahead.

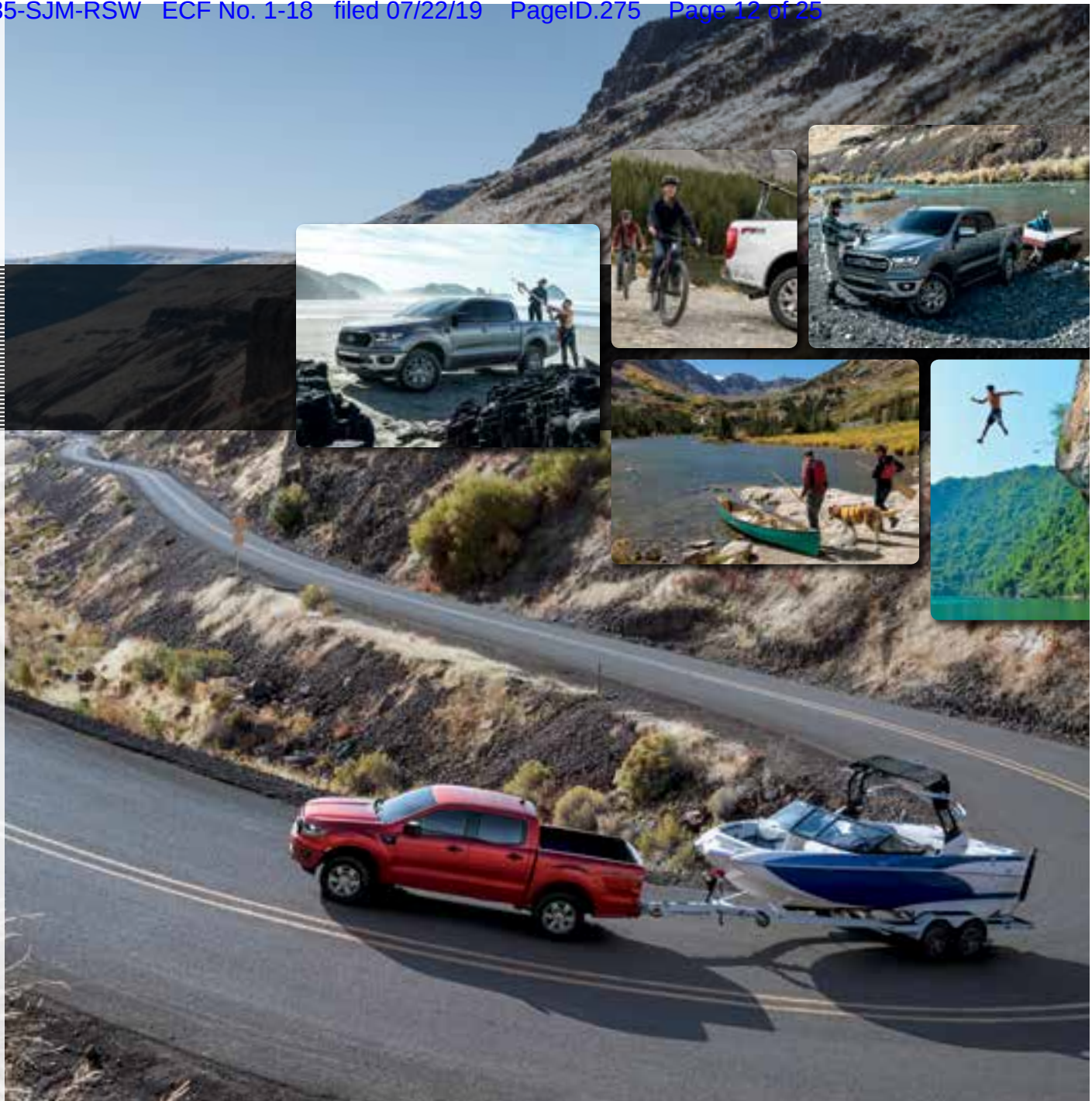
Standard Rear View Camera² displays a full-color image on the LCD screen in the center of your instrument panel to show you what's behind Ranger as you slowly back up.

Standard Trailer Sway Control can monitor the motions of the truck to detect trailer sway and selectively apply the brakes as needed to help you maintain control.⁴

Rain-Sensing Windshield Wipers⁵ can be set to automatically help keep the view out of your windshield clear.

Adaptive Cruise Control^{2,5} can help maintain your choice of speed and preset gaps from the vehicle in front of you.

Forward and Reverse Sensing Systems^{2,5} can audibly alert you to objects detected near the vehicle at low speeds.





Ford Co-Pilot360™

This advanced suite of driver-assist technologies is engineered to help keep your adventures on track.

Standard on XLT and LARIAT



Auto High-Beam Headlamps¹ can help detect vehicle and street lights ahead of you, automatically switching between low and high beams as a convenience to you, and a courtesy to other motorists.

○ XL ● XLT, LARIAT



Class-exclusive BLIS® (Blind Spot Information System) with Trailer Coverage¹ warns you if it detects a vehicle in either of your blind spots while driving forward. The range of BLIS can be programmed and extended to include a trailer. When not towing, Cross-Traffic Alert¹ can notify you of vehicles approaching from the sides while in Reverse.

○ XL ● XLT, LARIAT



Pre-Collision Assist with Automatic Emergency Braking (AEB) includes Pedestrian Detection and Forward Collision Warning with Brake Support.^{1,2}

● XL, XLT, LARIAT

Lane-Keeping System^{1,3} can apply steering wheel torque if it detects you drifting out of your lane. It can also use steering wheel vibrations to help alert you to return to your lane.

○ XL ● XLT, LARIAT



Rear View Camera¹ includes Dynamic Hitch Assist that can help you align with your trailer.

● XL, XLT, LARIAT

● STANDARD ○ AVAILABLE

2019 Ranger | ford.com

Left: XLT SuperCab 4x4. Saber. FX4 Off-Road and Sport Packages. Available and aftermarket equipment. Right: LARIAT SuperCrew® 4x4. Magnetic. FX4 Off-Road and Chrome Packages. Available equipment. ¹Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. ²Pre-Collision Assist with AEB can detect pedestrians, but not in all conditions and does not replace safe driving. See owner's manual for system limitations. ³Lane-Keeping System does not control steering.



YOUR TECH, YOUR WAY

COMMAND IT

With your voice and your choice of display. SYNC® 3 voice-activated technology^{1,2} connects your tech with your Ranger, and puts you smartly in control with simple voice commands, or a quick tap or swipe of its 8" touchscreen. SYNC 3 AppLink^{3,4} (above) gives you voice control of compatible mobile apps, too. Rather see your phone's familiar interface on the big screen? Take your pick.

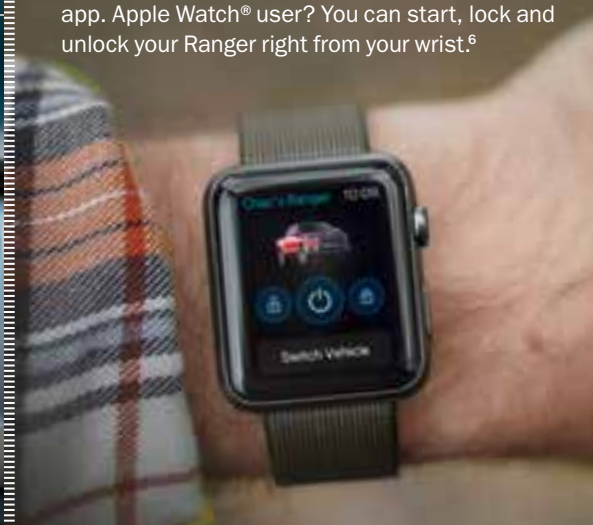
Apple CarPlay™ compatibility^{2,4} for your iPhone®

Android Auto™ compatibility^{2,4}



CONTROL IT

From nearly anywhere you go. Home? Hiking? You can remotely lock, unlock and start your Ranger with the FordPass™ app⁵ on your smartphone. Forget where you parked? Use the app to find your truck and check its approximate fuel range. Need gas? Find stations and compare prices. You can even find, reserve and pre-pay for parking in select locations. Questions? Contact expert Ford Guides via phone or live chat on your FordPass app. Apple Watch® user? You can start, lock and unlock your Ranger right from your wrist.⁶



CONNECT IT

With in-vehicle Wi-Fi and entertainment for all. Before the mud dries on your boots, you and your road-trip companions can be posting adventure videos with the standard 4G LTE Wi-Fi hotspot.⁵ Its powerful antenna provides a strong connection for up to 10 devices at once – tablets, laptops, gaming systems and more – inside the truck and up to 50 feet away.



¹Don't drive while distracted. Use voice-operated systems when possible; don't use handheld devices while driving. Some features may be locked out while the vehicle is in gear. Not all features are compatible with all phones. ²Available feature. ³Certain restrictions, 3rd-party terms and data rates may apply. See your Ford Dealer for details. Commands may vary by phone and AppLink software. ⁴Requires phone with active data service and compatible software. SYNC does not control 3rd-party products while in use. 3rd parties are solely responsible for their respective functionality. ⁵Certain restrictions, 3rd-party terms, or message and data rates may apply. See footnotes 4 and 5 on Standard Features page of Specifications, and your Ford Dealer for details. ⁶Requires active data service and compatible software.



GEAR UP FOR ADVENTURE



RANGER IS ALL ABOUT FREEDOM

It's purpose-built to help you go where you want, when you want, and take all the right gear with you. Whether you pick the SuperCab with a 6' bed or the SuperCrew® with a 5' bed, you'll get plenty of cargo space and 6 in-bed tie-downs. Add a durable spray-in bedliner;² or the Bed Utility Package with a rugged drop-in bedliner and a 12V in-bed powerpoint, as a solid base for other genuine Ford Accessories. You can also select from 3 different styles of pickup box tonneau covers.^{1,2,3}

Your choice of 3 truck racks by Yakima® provides the foundation for accessories designed to help you securely transport bikes, kayaks, SUPs and the like above the cargo bed, while stowing smaller gear such as helmets, paddles, backpacks and bivy sacks inside the bed. Choose from the Low-Profile Bed Rack or the Adjustable Bed Rack. Then, add a 2- or 3-person tent and other accessories by Yakima to turn your Ranger into a fully equipped launch pad for adventure.

More gear by Yakima: Awning • Small Basket, Medium Basket with Net, and Large Basket with Net • Hitch-Mounted Rack Extension • Cargo Box with Lock • Bike Carriers • Ski Carriers • Kayak, Paddleboard and Canoe Carriers • Tailgate Pads • Bed-Mounted Cleats

Shop the complete collection at accessories.ford.com



MECHANICAL

- 2.3L EcoBoost® engine with Auto Start-Stop Technology
- 10-speed SelectShift® automatic transmission
- 2-stage linear-rate leaf spring rear suspension
- 3.73 rear axle ratio
- 4-pin trailer tow wiring with ball-mounting provisions in rear bumper (for towing up to 3,500 lbs.)
- 4-wheel disc brakes with Anti-Lock Brake System (ABS)
- 18-gallon fuel tank
- Coil-over-shock double-wishbone independent front suspension
- Easy Fuel® capless fuel filler
- Electric power-assisted steering
- Fully boxed high-strength-steel frame
- Gas-pressurized front and rear shocks
- Jack
- Spare wheel and tire with lock and rear underframe carrier

FORD CO-PILOT360™ TECHNOLOGY

- AdvanceTrac® with RSC® (Roll Stability Control™)
- Autolamp Automatic On/Off Headlamps
- Curve Control
- Hill Start Assist
- SOS Post-Crash Alert System™
- Trailer Sway Control

TECHNOLOGY

- FordPass Connect™¹ with 4G LTE Wi-Fi hotspot powered by FordPass™ app²

INTERIOR

- 12V powerpoints, 2 in front and 1 in rear
- Air conditioning
- Driver and front-passenger sun visors
- Gauges for fuel, engine coolant temperature, tachometer, speedometer, and odometer
- Lockable glove box
- MyKey® technology to help encourage responsible driving
- Power front windows with driver one-touch-up/-down feature
- Power rear windows (SuperCrew®)

EXTERIOR

- Center high-mounted stop lamp (CHMSL) with cargo lamp
- Daytime running lamps
- Pickup box rail and tailgate moldings
- Pickup box tie-down hooks (6)
- Removable tailgate with key lock
- Steel front and rear bumpers
- Variable-intermittent windshield wipers with washers

SAFETY & SECURITY

- Personal Safety System™ for driver and front passenger includes dual-stage front airbags,³ safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System
- Front-seat side airbags³
- Safety Canopy® System with side-curtain airbags³ and rollover sensor
- 3-point safety belts for all seating positions
- Individual Tire Pressure Monitoring System (excludes spare)
- SecuriLock® Passive Anti-Theft System

SUPERCAB

6' Box



SUPERCREW

5' Box



DIMENSIONS

	SuperCab 4x2/4x4	SuperCrew 4x2/4x4
EXTERIOR (in.)		
Height	70.7/71.1	71.1/71.5
Width – Excluding mirrors	73.3	73.3
– Including mirrors	85.8	85.8
– Mirrors folded	77.8	77.8
Length	210.8	210.8
Wheelbase	126.8	126.8
Ground clearance (min.)	8.4/8.9	8.4/8.9
Overhang – Front	35.8	35.8
– Rear	48.2	48.2
CARGO BOX (in.)		
Volume (cu. ft.)	51.8	43.3
Inside height	20.8	20.9
Length at floor	72.8	61.0
Width at wheelhouse	44.8	44.8
Maximum width at floor	61.4	61.4
INTERIOR (in.)	Front/Rear	Front/Rear
Head room	39.8/35.9	39.8/38.3
Leg room (max.)	43.1/30.4	43.1/34.5
Hip room	55.8/55.3	55.8/53.5
Shoulder room	56.6/55.2	56.7/56.3
Passenger volume (cu. ft.)	89.2	97.6

WEIGHT RATINGS⁴

	SuperCab 4x2/4x4	SuperCrew 4x2/4x4
MAXIMUM (lbs.)		
GVWR	6,050/6,050	6,050/6,050
Payload	1,860⁵ /1,650	1,770/1,560
GCWR	12,150 ⁵ /12,400	12,250/12,500
Towing	7,500/7,500	7,500/7,500
Best-in-class gas shown in bold .		

¹FordPass Connect includes complimentary 1-year subscription for remote features, excluding Wi-Fi hotspot, and starts with vehicle sale date (after which fees apply). Subscription is subject to compatible 4G LTE network availability. Certain restrictions, 3rd-party terms, or message and data rates may apply. Evolving technology/cellular networks may affect future functionality. Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the complimentary subscription period for remote features. To activate, go to www.att.com/ford. ²FordPass smartphone app, for use with FordPass Connect, is available via download and compatible with select smartphone platforms. FordPass is on the App Store® and Google Play.™ Learn more at fordpass.com. Message and data rates may apply. ³Always wear your safety belt and follow airbag warning label instructions. ⁴Weights shown are for properly equipped vehicle with required equipment and a 150-lb. driver. Weight of additional options, equipment, passengers and cargo must be deducted from this weight. For additional information, see your Ford Dealer. ⁵With Pickup Box Delete option, payload rating is 2,080 lbs. and GCWR is 12,500 lbs.



XL



16" Silver Steel
STANDARD



17" Silver-Painted Aluminum
INCLUDED: STX PACKAGE



XL

EQUIPMENT GROUP 100A
INCLUDES STANDARD FEATURES, PLUS:

MECHANICAL

255/70R16 BSW all-season tires
Rear-wheel drive

FORD CO-PILOT360™ TECHNOLOGY

Pre-Collision Assist with Automatic Emergency Braking (AEB)
Rear View Camera with Dynamic Hitch Assist

TECHNOLOGY

SYNC® Voice Recognition Communications and Entertainment System with 4.2" LCD screen in center stack, 911 Assist®, AppLink® and 1 smart-charging USB port

SEATING

Cloth-trimmed seats
Front bucket seats and flow-through center console with floor shifter
4-way manual front seats with manual driver lumbar
2-passenger rear seating with removable cushions (SuperCab)
3-passenger rear bench seat with fold-down center armrest and 2 cupholders (SuperCrew®)
Rear under-seat storage

INTERIOR

2.3" productivity screen in instrument cluster
AM/FM stereo with 6 speakers
Black vinyl flooring
Day/night rearview mirror
Fixed rear window with solar tint
Manual-tilt/-telescoping steering column
Vinyl steering wheel with audio controls

EXTERIOR

Black front tow hooks (4x4)
Black grille, bumpers, door and tailgate handles, fender vent surrounds, wheel-lip moldings and sideview mirror caps
Halogen headlamps
Manual-folding sideview mirrors with manual glass and integrated blind spot mirrors

AVAILABLE FEATURES AND PACKAGES:

MECHANICAL

4x4 drivetrain with electronic shift-on-the-fly (ESOF) transfer case
Electronic-locking rear axle
Engine block heater

FORD CO-PILOT360 TECHNOLOGY

Ford Co-Pilot360:¹ Pre-Collision Assist with Automatic Emergency Braking (AEB);² Rear View Camera with Dynamic Hitch Assist;² Auto High-Beam Headlamps; BLIS® (Blind Spot Information System) with Trailer Coverage and Cross-Traffic Alert; and Lane-Keeping System with Lane-Keeping Alert, Lane-Keeping Assist, and Driver Alert
Forward and Reverse Sensing Systems¹ (included with Ford CoPilot360)

SEATING

Rear seat delete (SuperCab)
Vinyl-trimmed seats

INTERIOR

110V/150W AC power outlet on rear of center console¹ (included with Ford Co-Pilot360)
Carpeted flooring with carpeted floor mats
Floor liners¹
Manually sliding rear window with privacy glass and defroster

EXTERIOR

Black 5" rectangular cab steps¹
Front license plate bracket (standard where required)
Pickup Box Delete (SuperCab 4x2)
Rear View Camera with Prep Kit (Pickup Box Delete)
SecuriCode™ keyless entry keypad
Splash guards¹
Tonneau cover - Hard-folding³
Tonneau cover - Retractable³
Tonneau cover - Soft-folding³
Tough Bed® spray-in bedliner¹

EQUIPMENT GROUP

Equipment Group 101A: cruise control + power door and tailgate locks with autolock + Remote Keyless Entry System + perimeter alarm + manual-folding sideview mirrors with power glass

PACKAGES

Chrome Package:¹ chrome bumpers, halogen fog lamps, black front tow hooks, and body-color wheel-lip moldings
STX Package:¹ 17" Silver-painted aluminum wheels, halogen fog lamps, black front tow hooks, STX pickup box decals, and Ebony premium cloth-trimmed seats
Bed Utility Package:¹ plastic drop-in bedliner and 12V in-bed powerpoint
FX4 Off-Road Package (4x4; requires STX Package):¹ off-road tuned suspension, electronic-locking rear axle, OWL all-terrain tires, exposed steel bash plate, skid plates for fuel tank, transfer case and steering gear, FX4 Off-Road box decals, Terrain Management System™, Trail Control™, and off-road display in instrument cluster productivity screen
Trailer Tow Package (required for towing up to 7,500 lbs.): 4-pin/7-pin wiring harness and Class IV trailer hitch receiver



STANDARD



CHROME PACKAGE



STX PACKAGE

SuperCrew 4x4 shown.



XLT



17" Silver-Painted Aluminum
STANDARD



17" Chrome-Like PVD
INCLUDED: CHROME PACKAGE



18" Chrome-Like PVD
OPTIONAL: CHROME PACKAGE¹



17" Magnetic-Painted Aluminum
INCLUDED: SPORT PACKAGE



18" Machined Aluminum
with Magnetic-Painted Pockets
OPTIONAL: SPORT PACKAGE¹



XLT

EQUIPMENT GROUP 300A
INCLUDES SELECT XL FEATURES, PLUS:

MECHANICAL

- 255/65R17 BSW all-season tires (4x2)
- 255/65R17 BSW all-terrain tires (4x4)

FORD CO-PILOT360™ TECHNOLOGY

Ford Co-Pilot360: Pre-Collision Assist with Automatic Emergency Braking (AEB); Rear View Camera with Dynamic Hitch Assist; Auto High-Beam Headlamps; BLIS® (Blind Spot Information System) with Trailer Coverage and Cross-Traffic Alert; and Lane-Keeping System with Lane-Keeping Alert, Lane-Keeping Assist, and Driver Alert
Forward and Reverse Sensing Systems

INTERIOR

- 110V/150W AC power outlet on rear of center console
- 4.2" productivity screen in instrument cluster
- Carpeted flooring with carpeted floor mats
- Cruise control
- Fixed rear window with defroster
- Outside temperature display
- Overhead console with sunglasses holder
- Power door and tailgate locks with autolock
- Privacy glass on rear doors and rear window
- Steering wheel-mounted audio and cruise controls

EXTERIOR

- Black front tow hooks
- Black mesh grille with Silver-painted surround
- Body-color bumpers and wheel-lip moldings
- Halogen fog lamps
- Manual-folding sideview mirrors with power glass
- Perimeter alarm
- Remote Keyless Entry System

AVAILABLE FEATURES AND PACKAGES:

MECHANICAL

- 4x4 drivetrain with electronic shift-on-the-fly (ESOF) transfer case
- Electronic-locking rear axle
- Engine block heater
- LT265/65R17 OWL all-terrain tires¹ (FX4 Off-Road Package)

FORD CO-PILOT360 TECHNOLOGY

Technology Package:¹ Adaptive Cruise Control; and voice-activated Navigation System with pinch-to-zoom capability, and integrated SiriusXM® Traffic and Travel Link® services with 5-year subscription²

INTERIOR

- Floor liners
- Remote Start System

EXTERIOR

- Black 5" rectangular cab steps¹
- Chrome 5" rectangular cab steps¹ (Chrome Package)
- Front license plate bracket (standard where required)
- SecuriCode™ keyless entry keypad
- Splash guards
- Tonneau cover - Hard-folding³
- Tonneau cover - Retractable³
- Tonneau cover - Soft-folding³
- Tough Bed® spray-in bedliner

EQUIPMENT GROUPS

Equipment Group 301A: SYNC® 3 with 8" color LCD capacitive touchscreen in center stack, 911 Assist®, AppLink®, Apple CarPlay™ compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports + SiriusXM with 6-month All Access trial subscription² + dual-zone electronic automatic temperature control + leather-wrapped steering wheel and shift knob + auto-dimming rearview mirror + power-folding sideview mirrors with power glass

Equipment Group 302A: includes all content of 301A + **Sport Package** (see content under "Packages") + 8-way power, heated driver and front-passenger seats + manually sliding rear window with defroster + Remote Start System

PACKAGES

Chrome Package:¹ 17" chrome-like PVD wheels; and chrome grille surround, bumpers, front tow hooks, fender vent surrounds, door and tailgate handles, and exhaust tip

Sport Package:¹ 17" Magnetic-painted aluminum wheels; Magnetic-painted grille surround, bumpers, fender vent surrounds and wheel-lip moldings; and SPORT box decals

Bed Utility Package: Plastic drop-in bedliner and 12V in-bed powerpoint

FX4 Off-Road Package (4x4): off-road tuned suspension, electronic-locking rear axle, OWL all-terrain tires, exposed steel bash plate, skid plates for fuel tank, transfer case and steering gear, FX4 Off-Road box decals, Terrain Management System™ Trail Control™ and off-road display in instrument cluster productivity screen

Trailer Tow Package (required for towing up to 7,500 lbs.): 4-pin/7-pin wiring harness and Class IV trailer hitch receiver



STANDARD



CHROME PACKAGE



SPORT PACKAGE

SuperCrew® 4x4 shown.



LARIAT



18" Machined Aluminum
with Stealth Gray-Painted Pockets
STANDARD



18" Chrome-Like PVD
INCLUDED: CHROME PACKAGE



17" Magnetic-Painted Aluminum
INCLUDED: SPORT PACKAGE



18" Machined Aluminum
with Magnetic-Painted Pockets
OPTIONAL: SPORT PACKAGE¹



LARIAT

EQUIPMENT GROUP 500A
INCLUDES SELECT XLT FEATURES, PLUS:

MECHANICAL

265/60R18 BSW all-season tires (4x2)
265/60R18 BSW all-terrain tires (4x4)

FORD CO-PILOT360™ TECHNOLOGY

Ford Co-Pilot360: Pre-Collision Assist with Automatic Emergency Braking (AEB); Rear View Camera with Dynamic Hitch Assist; Auto High-Beam Headlamps; BLIS® (Blind Spot Information System) with Trailer Coverage and Cross-Traffic Alert; and Lane-Keeping System with Lane-Keeping Alert, Lane-Keeping Assist, and Driver Alert

TECHNOLOGY

SYNC® 3 with 8" color LCD capacitive touchscreen in center stack, 911 Assist®, AppLink®, Apple CarPlay™ compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports

SEATING

8-way power, heated front seats
Leather-trimmed seats

INTERIOR

Ambient lighting
Auto-dimming rearview mirror
Carpeted floor mats with Ranger logo
Dual 4.2" productivity screens in instrument cluster
Dual-zone electronic automatic temperature control
Intelligent Access with push-button start
Leather-wrapped steering wheel, shift knob, and door-trim inserts
Manually sliding rear window with defroster
SiriusXM® with 6-month All Access trial subscription¹
Universal garage door opener

EXTERIOR

Body-color door and tailgate handles, and sideview mirror caps
Chrome fender vent surrounds
Chrome grille bars with chrome surround
LED headlamps, fog lamps, cargo lamp and taillamps
Power-folding sideview mirrors with power, heated glass, integrated turn signal indicators, and security approach lamps

AVAILABLE FEATURES AND PACKAGES:

MECHANICAL

4x4 drivetrain with electronic shift-on-the-fly (ESOF) transfer case
Electronic-locking rear axle
Engine block heater
LT265/65R17 OWL all-terrain tires² (FX4 Off-Road Package)

FORD CO-PILOT360 TECHNOLOGY

Technology Package: Adaptive Cruise Control; and voice-activated Navigation System with pinch-to-zoom capability, and integrated SiriusXM Traffic and Travel Link® services with 5-year subscription¹

INTERIOR

Floor liners

EXTERIOR

Black 5" rectangular cab steps²
Chrome 5" rectangular cab steps² (Chrome Package)
Front license plate bracket (standard where required)
SecuriCode™ keyless entry keypad
Splash guards
Tonneau cover - Hard-folding³
Tonneau cover - Retractable³
Tonneau cover - Soft-folding³
Tough Bed® spray-in bedliner

EQUIPMENT GROUP

Equipment Group 501A: Remote Start System + B&O Sound System with HD Radio™ and 10 speakers + Adaptive Cruise Control + voice-activated Navigation System with pinch-to-zoom capability, and integrated SiriusXM Traffic and Travel Link services with 5-year subscription¹ + rain-sensing windshield wipers + windshield wiper de-icer

PACKAGES

Chrome Package:² 18" chrome-like PVD wheels; and chrome bumpers, front tow hooks, door and tailgate handles, sideview mirror caps and exhaust tip

Sport Package:² 17" Magnetic-painted aluminum wheels; Magnetic-painted grille bars and surround; Magnetic bumpers, fender vent surrounds and wheel-lip moldings; and SPORT box decals

Bed Utility Package: Plastic drop-in bedliner and 12V in-bed powerpoint

FX4 Off-Road Package (4x4): off-road tuned suspension, electronic-locking rear axle, OWL all-terrain tires, exposed steel bash plate, skid plates for fuel tank, transfer case and steering gear, FX4 Off-Road box decals, Terrain Management System;™ Trail Control;™ and off-road display in instrument cluster productivity screen

Trailer Tow Package (required for towing up to 7,500 lbs.): 4-pin/7-pin wiring harness, and Class IV trailer hitch receiver



STANDARD



CHROME PACKAGE

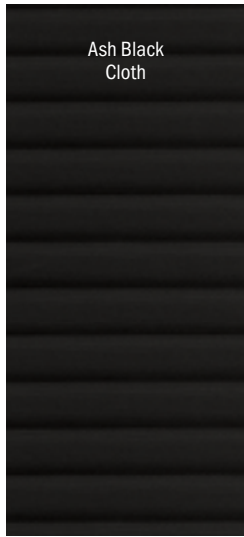


SPORT PACKAGE

SuperCrew® 4x4 shown.



XL



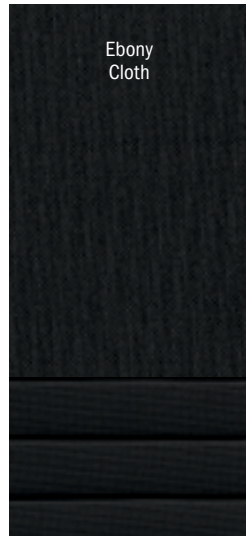
Ash Black Cloth

1-5



Ebony Vinyl

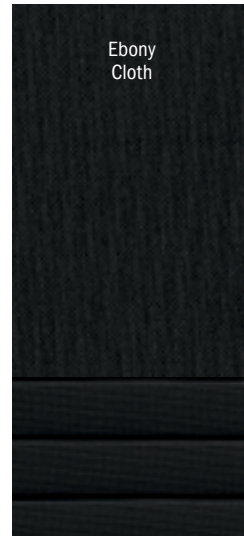
1-5



Ebony Cloth

1-6
STX Package

XLT



Ebony Cloth

1-7



Medium Stone Cloth

1-7

LARIAT



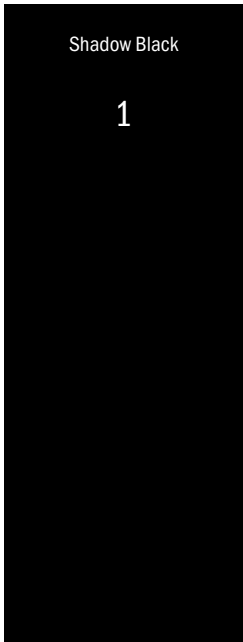
Ebony Leather

1-8



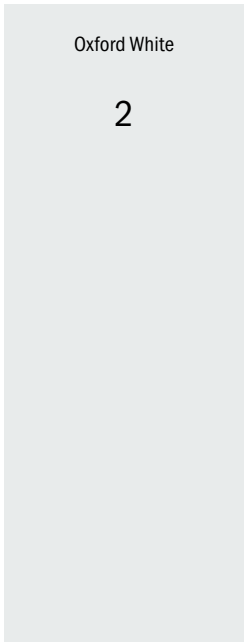
Medium Stone Leather

1-8



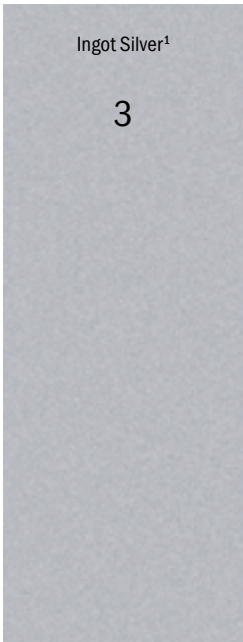
Shadow Black

1



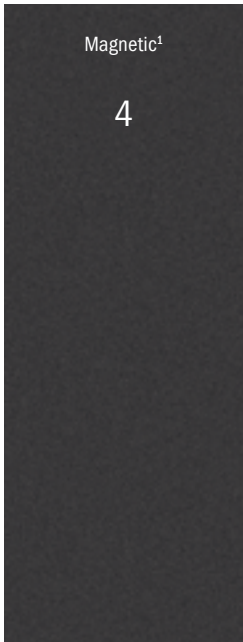
Oxford White

2



Ingot Silver¹

3



Magnetic¹

4



Lightning Blue¹

5



Saber^{1,2}

6



Hot Pepper Red Metallic Tinted Clearcoat³

7



White Platinum Metallic Tri-coat³

8





In the lab, a 4-post shaker table abuses Ranger to help identify any squeaks and rattles, so that they can be minimized.

On the brutal Silver Creek track at our Michigan Proving Grounds, robotic drivers punish Ranger with severe impacts on a relentless, round-the-clock schedule.



"We torture every component – from its high-strength-steel frame to its EcoBoost® engine to its cloth- and leather-trimmed seats – to ensure Ranger is ready for any season and nearly any terrain."

– Rick Bolt, Ford Ranger Chief Engineer



TORTURED. TESTED. TOUGH.



Based on the same proven standards

upheld by the legendary Ford F-150, Ranger testing extends from the lab to the proving grounds to intense real-world locations near and far.



Under this warranty, your new vehicle comes with 3-year/36,000-mile bumper-to-bumper coverage, 5-year/60,000-mile Powertrain Warranty coverage, 5-year/60,000-mile safety restraint coverage, and 5-year/unlimited-mile corrosion (perforation) coverage – all with no deductible. Please ask your Ford Dealer for a copy of this limited warranty.

Roadside Assistance. Covers your vehicle for 5 years or 60,000 miles, so you have the security of knowing that help may be only a phone call away should you run out of fuel, lock yourself out of the vehicle or need towing. Your Ford Dealer can provide complete details on all of these advantages.

Ford Credit. Get the ride you want. Whether you plan to lease or finance, you'll find the choices that are right for you at Ford Credit. Ask your Ford Dealer for details or check us out at fordcredit.com.

Ford Protect™ Extended Service Plans. Whether you purchase or lease your Ford vehicle, insist on genuine Ford Protect extended service plans. Ford Protect has a variety of plans to give you peace-of-mind protection whether you want vehicle component or maintenance coverage. Plus, they are fully backed by Ford and honored at all Ford dealerships in the U.S., Canada and Mexico. When you visit your dealer, insist on genuine Ford Protect extended service plans.

Insurance Services. Get Ford Motor Company quality in your auto insurance. Our program offers industry-leading benefits and competitive rates. Call 1-877-367-3847, or visit us at fordvip.com for a no-obligation quote. Insurance offered by American Road Services Company (in CA, American Road Insurance Agency), a licensed agency and subsidiary of Ford Motor Company.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicle Limited Warranty. Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

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Comparisons based on competitive models (class is Midsize Pickups based on Ford segmentation), publicly available information and Ford certification data at time of release. Vehicles may be shown with optional and aftermarket upfit equipment. Features may be offered only in combination with other options or subject to additional ordering requirements/limitations. Dimensions and capacity ratings shown may vary due to optional features and/or production variability. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best source of the most up-to-date information on Ford vehicles. Body manufacturers are responsible for compliance certification of the completed vehicle.

ford.com/trucks/ranger



LARIAT SuperCrew® 4x4 with FX4 Off-Road and Sport Packages in Saber accessorized with AeroSkin™ Hood Protector,¹ chrome front tow hooks, side window deflectors, black rectangular step bars, fender flares,¹ 18" black machined-face aluminum wheels, Embark LS tonneau/bed cover,¹ low-profile bed rack¹ (including heavy-duty crossbars), and extra-large basket with net¹

Bed Products

- Bed cargo nets, liners¹ and mats¹
- Bed cargo sling organizer¹
- Bed extender¹
- Bed Light System¹
- Bed tailgate lock¹
- Drop-in bedliner and tailgate liner
- Swing case storage box¹
- Tonneau/bed covers¹

Electronics

- Bullfrog® portable Bluetooth® speakers¹
- Keyless entry keypad
- LED warning strobes and work task lights¹
- NextBase® Duo Cinema¹
- Remote start and vehicle security systems
- Warning sensor systems¹

Exterior

- Chrome exhaust tip
- Fender flares¹
- Graphics kits¹
- Hood deflector
- Hood protectors¹
- Molded and premium flat splash guards
- Racks and carriers¹
- Rocker panel protection¹
- Side window deflectors¹
- Splash guards¹
- Step bars
- Tailgate lettering¹
- Tents and awning¹
- Tow hooks
- Trailer towing accessories

Interior

- Ash cup/coin holder
- Custom UVS100® sunscreen¹
- Door sill plates¹
- First aid and roadside assistance kits¹
- Floor liners and carpeted floor mats
- In-vehicle safe¹
- Interior light kit
- Protective seat covers¹
- Tablet cradle¹

Wheels

- 18" black machined-face aluminum
- Wheel lock kit

Shop the complete collection at accessories.ford.com

¹Ford Licensed Accessory.

Exhibit 20

TRUCKS

2018 Ford F-150 touts best-in-class towing, payload, fuel economy

You can thank new engine configurations for that.

BY ANDREW KROK | AUGUST 10, 2017 7:46 AM PDT



The 2018 Ford F-150 might only be a mid-cycle refresh, but Ford held back no punches as it swung its way to the front of its class.

The [2018 Ford F-150](#) is not on sale just yet, but ahead of its release, Ford dropped a bit more information about the latest version of its money-printing pickup truck. The automaker let slip that, with its 3.5-liter turbocharged V6 engine, the F-150 packs a best-in-class tow rating of 13,200 pounds. With the 5.0-liter V8, its payload rating of 3,270 pounds is yet another best-in-class figure.



The F-150's new front end gives it way more of a Super Duty appearance. It's imposing in person.

Ford

Buyers have a choice of *five* different engines. The base offering is a 290-horsepower 3.3-liter V6, followed by a 325-hp 2.7-liter turbo V6. In the middle of the range is the 5.0-liter V8 with 395 horsepower. The top two engine choices are both 3.5-liter turbocharged V6s -- one putting out 375 horsepower, and the other putting out 450.

With these new engines comes better fuel economy. And once again, Ford gets to claim best-in-class, thanks to the 2.7-liter V6, which achieves 20 mpg city and 26 mpg highway in 2WD. The 3.3-liter V6 isn't very far behind it at 19 mpg city and 25 mpg highway. The thirstiest engine of the bunch is the high-output 3.5-liter turbo V6, which still isn't too bad at 15 mpg city and 18 mpg highway.

Diesel fans, you'll have to wait until next spring to pick up the 2018 F-150 with its new 3.0-liter diesel V6. Fuel economy figures for that truck won't be out for a little while still.

The 2018 F-150 isn't just about engines, though. It packs a bunch of new tech, including adaptive cruise control with stop-and-go functionality, automatic emergency braking, and a 4G LTE modem with a Wi-Fi hotspot for up to 10 devices. There's a 360-degree camera system, and even a dial on the dashboard that removes the mental gymnastics from backing up a trailer. The truck goes on sale this fall.



2018 Ford F-150 gets new front, new butt

11 PHOTOS

Subaru buyers guide: WRX, Forester, Outback, BRZ, which is right for you?: With a full range of crossover SUVs and some compelling sporty options, which Subaru is right for you? Our buying guide is here to help.

Tesla buying guide: How to decide among the Model 3, Model S and Model X: Looking to leave gas behind for good and buy a Tesla? Here's how to find out which model may be right for you.

MORE FROM ROADSHOW

2019 Tesla Model S Long Range review: Familiar, yet oh so much better

2019 BMW X5 review: The O.G. dog gets new tricks

2020 Kia Telluride review: Kia's new SUV has big style and bigger value

SHARE YOUR VOICE

COMMENTS

TAGS

Ford Trucks

▼ **Next Article:** 2020 Chevy Corvette Stingray: C8 means mid-engined reinvention ▼



Exhibit 21

2018

F-150



2018
MOTORTREND
TRUCK OF THE YEAR[®]



**CAR AND DRIVER
BEST FULL-SIZE
PICKUP TRUCK¹**

**TEXAS AUTO WRITERS ASSOCIATION
TRUCK OF
TEXAS²**

★★★★★
**F-150 SUPERCREW
5-STAR
OVERALL
VEHICLE
SCORE**
NATIONAL HIGHWAY TRAFFIC
SAFETY ADMINISTRATION³

**MOTORWEEK
DRIVERS'
CHOICE
AWARD**

**2017 IIHS
TOP
SAFETY
PICK**

**DIGITAL TRENDS
BEST
TRUCK
YOU CAN BUY**



THE NEW 2018 FORD F-150. HAUL OF FAME MATERIAL.

Even tougher. Even smarter. Even more capable. And winner of the 2018 *Motor Trend* Truck of the Year.[®] Plus, so much more. F-150 SuperCrew[®] has already earned a 5-Star Overall Vehicle Score² from the National Highway Traffic Safety Administration (NHTSA). As well as a 2017 IIHS Top Safety Pick (2018 F-150 SuperCrew and SuperCab when equipped with optional front crash protection).

As part of the legendary F-Series lineup that's been America's best-selling truck for 41 years, F-150 proves itself. Year after punishing year. Don't just take our word for it. "It was unanimous," says *Motor Trend*. "The Ford F-150 is *Motor Trend's* 2018 Truck of the Year. It was a pretty resounding win. Nothing really came close." Ford F-150. It doesn't just raise the bar. It is the bar.

2018 F-150 | ford.com

LARIAT SuperCrew 4x4. Ruby Red. Sport Package. Available equipment. ¹Car and Driver, 10Best Trucks and SUVs, 02/18. ²As voted on by the Texas Auto Writers Association. ³Government's 5-Star Safety Ratings are part of the National Highway Traffic Safety Administration's (NHTSA's) New Car Assessment Program (www.safercar.gov). Vehicles throughout this brochure may be shown with aftermarket upfit equipment and without standard antenna.





With muscular new styling front and rear, the pickup that altered the truck landscape forever continues to power ahead. The new 2018 F-150 features a stable of new and improved engines, including a new 3.0L Power Stroke® Turbo Diesel¹ with a best-in-class² EPA-estimated highway fuel efficiency rating of 30 mpg,³ along with best-in-class diesel hp and torque. F-150 also delivers best-in-class max. towing,⁴ Best-in-class max. payload.⁴ A new SYNC® Connect 4G LTE Wi-Fi hotspot⁵ that lets you connect up to 10 devices. Plus, segment-first and class-exclusive driver-assist technology. Whether you're hauling a truckload of awards or towing a boat to your favorite lake, you need a truck you can depend on at work and at play. Which brings you to your toughest choice. Deciding which 2018 Ford F-150 is right for you.

2018 F-150 | ford.com

PLATINUM SuperCrew® 4x4. Magnetic. Available equipment. ¹Available feature. ²Class is Full-Size Pickups under 8,500 lbs. GVWR, based on Ford segmentation. ³EPA-estimated rating: 22 city/30 hwy/25 combined mpg, 3.0L Power Stroke Turbo Diesel, 4x2. Actual mileage will vary. ⁴When properly configured. See charts on pages 33-34 for maximum ratings by configuration. ⁵Available feature. Certain restrictions, 3rd-party terms, or message and data rates may apply. See footnote 2 on page 27 and your Ford Dealer for details.





FIRST-IN-CLASS

HIGH-STRENGTH, MILITARY-GRADE, ALUMINUM ALLOY BODY AND CARGO BOX¹ / 360-DEGREE CAMERA WITH SPLIT-VIEW DISPLAY²
/ REMOTE TAILGATE RELEASE² / INFLATABLE REAR-SEAT OUTBOARD SAFETY BELTS²

BEST-IN-CLASS

13,200-LB. MAX. TOWING CAPACITY³ / 3,270-LB. MAX. PAYLOAD CAPACITY³ / 440 LB.-FT. OF DIESEL TORQUE
/ 250 DIESEL HORSEPOWER / 470 LB.-FT. OF TORQUE^{2,4} ON F-150 / 510 LB.-FT. OF TORQUE⁵ ON RAPTOR
/ EPA-ESTIMATED HIGHWAY FUEL ECONOMY RATING OF 30 MPG⁶ / FORD F-SERIES: AMERICA'S BEST-SELLING TRUCK FOR 41 YEARS

CLASS-EXCLUSIVE

STANDARD AUTO START-STOP TECHNOLOGY / 10-SPEED AUTOMATIC TRANSMISSION² / PRO TRAILER BACKUP ASSIST^{TM2}
/ POWERSCOPE[®] POWER-FOLDING/-TELESCOPING TRAILER TOW MIRRORS² / LED SIDEVIEW MIRROR SPOTLIGHTS² / TAILGATE STEP²
/ SMART TRAILER TOW CONNECTOR² / STOWABLE LOADING RAMPS² / BOXLINK[™] WITH PREMIUM LOCKING CLEATS²
/ MULTICONTOUR FRONT SEATS WITH ACTIVE MOTION^{®2} / B&O PLAY[™] PREMIUM AUDIO SYSTEM BY HARMAN²

2018 F-150 | ford.com

KING RANCH[®] SuperCrew[®] 4x4. White Platinum/Stone Gray two-tone. Available equipment. ¹6000-series aluminum alloy. ²Available feature. ³When properly configured. See Towing chart on page 33 and Payload chart on page 34 for maximum ratings by configuration. ⁴3.5L EcoBoost[®] engine. ⁵High-output 3.5L EcoBoost engine. Torque rating achieved with 93-octane fuel. ⁶EPA-estimated rating: 22 city/30 hwy/25 combined mpg, 3.0L Power Stroke[®] Turbo Diesel, 4x2. Actual mileage will vary.



THE FIRST-EVER F-150 POWER STROKE DIESEL

BEST-IN-CLASS

Diesel horsepower	250 @ 3,250 rpm
Diesel torque	440 lb.-ft. @ 1,750 rpm
EPA-estimated hwy rating ¹	30 mpg
Max. diesel payload capacity ²	1,940 lbs.
Max. diesel towing capacity ²	11,400 lbs.



In a truck known for firsts, the 2018 Ford F-150 is now powered by its first-ever diesel engine: the 3.0L Power Stroke® Turbo Diesel.³ Backed by Built Ford Tough® durability testing, it arrives in true F-150 fashion: with a best-in-class EPA-estimated rating of 30 mpg hwy¹ and best-in-class diesel horsepower and torque. Plus, best-in-class diesel payload and towing capacity.² At its very core, the 3.0L Power Stroke V6 Turbo Diesel features the same segment-exclusive compacted-graphite iron block material construction and forged-steel crank used in the 2.7L EcoBoost® engine for added strength and durability, while reducing weight. The engine is mated to another technological standout: our innovative 10-speed automatic transmission with SelectShift® capability, progressive range select and tow/haul mode. It's a combination that helps the diesel-powered F-150 deliver exactly what you need. For towing. Hauling. And all-around capability. This is how diesel is done.

EXCEPTIONAL RESPONSIVENESS and reduced turbo lag come courtesy of the robust airflow supplied by a high-efficiency, variable-geometry turbocharger. By forcing air into the cylinders to enhance performance, the turbocharger helps the engine deliver maximum power quickly and is designed for robust high-altitude performance.

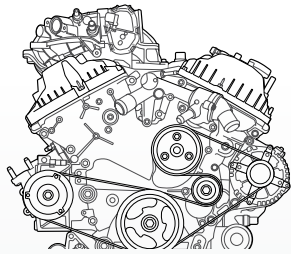
OPTIMIZED PERFORMANCE AND FUEL EFFICIENCY are delivered by a high-pressure, common-rail, fuel-injection system. Its high-pressure 29,000 pounds-per-square-inch injection calibration enables fuel-efficient and quiet operation.

PEAK OPERATIONAL TEMPERATURE is maintained in part by Active Grille Shutters, which automatically close to help keep the 3.0L Power Stroke Turbo Diesel running warm in colder weather. Those same shutters swing open in hot weather to help facilitate engine cooling, especially critical during hot-weather towing.

PUNISHED IN THE LAB and during real-world testing, the 3.0L Power Stroke Turbo Diesel excelled with an 11,400-lb. trailer in tow at the legendary Davis Dam in Arizona: maintaining consistent speed while climbing 13 miles at a 6% grade - even at 100°F.



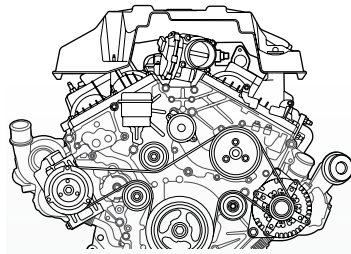
With every engine reengineered, upgraded, improved or all new within the past year, the 2018 F-150 features its most advanced engine lineup ever. From 2.7L to 5.0L, there are 4 powerful gas engines to choose from. Plus, the first-ever diesel engine on F-150 combines work-ready torque with best-in-class fuel efficiency.¹ Equally noteworthy: All F-150 engines benefit from standard Auto Start-Stop Technology to help reduce fuel consumption and vehicle emissions during city driving, and are teamed with automatic transmissions featuring SelectShift[®] capability. A 6-speed automatic with the 3.3L. The class-exclusive, Ford built, 10-speed automatic with everything else.



ALL-NEW 3.3L Ti-VCT V6

The all-new, standard F-150 powerplant for 2018 delivers where it matters most: higher towing capability, more payload capacity, and improved fuel efficiency.² That's a clean sweep in any truck buyer's ledger. Plus, a higher compression ratio and higher max. combustion peak pressure help surpass previous horsepower and torque numbers. A dual-injection system features both direct injection and port fuel injection to improve power output and efficiency over a wide variety of engine loads.

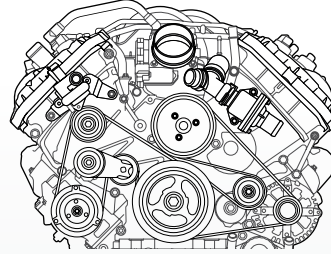
A 6-speed SelectShift automatic transmission is paired with the 3.3L Ti-VCT engine.



ENHANCED 2.7L ECOBOOST[®]

Named one of "Our 10 Favorite Gas Burners" by *Car and Driver*. And that was before the upgrades increased torque to 400 lb.-ft. 2nd-generation updates to this twin turbo³ include a new dual-injection system that features both direct injection and port fuel injection. Two injectors per cylinder – one mounted in the intake port and another inside the cylinder – improve power output and efficiency.

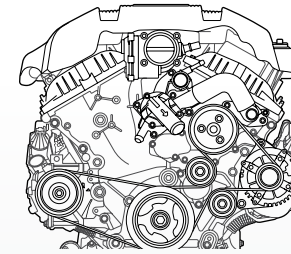
Strength and durability come from compacted graphite iron (CGI) that forms the upper engine block and cylinders. New for 2018, the 2.7L³ is paired with the 10-speed SelectShift automatic transmission for exceptional driveability.



ENHANCED 5.0L Ti-VCT V8

Horsepower and torque – increased. Fuel efficiency – improved. The trusted 5.0L V8 engine³ – better than ever. A new dual-injection system increases compression ratio to 12:1. Upgraded main and connecting rod bearings provide greater durability. And, new for 2018, the V8 is paired with the 10-speed SelectShift automatic transmission for the first time. "The 5.0L ... roars with a burly truck V8 note," says *Motor Trend*.

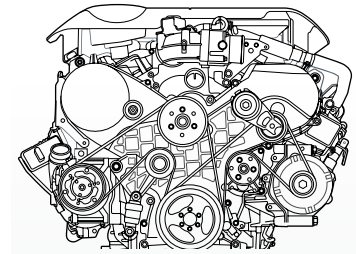
An available, class-exclusive CNG/Propane Gaseous Engine Prep Package can ready your V8-equipped F-150 to be upfit for compressed natural gas (CNG), propane autogas, or as a bi-fuel vehicle with the ability to switch between CNG or propane and gasoline.⁴



2ND-GEN 3.5L ECOBOOST

All-new for the 2017 model year, the 3.5L EcoBoost³ soldiers on for 2018 with a class-best 470 lb.-ft. of torque, along with 375 horsepower. Paired with the 10-speed SelectShift automatic transmission, engine torque is readily available across the speed range for instant acceleration and exceptional low-end and peak performance. Exactly what's needed for hauling heavy loads and towing heavy trailers.

A roller-finger follower valvetrain features durable intake and exhaust valves, as well as hydraulic valve-lash adjusters that optimize engine durability.



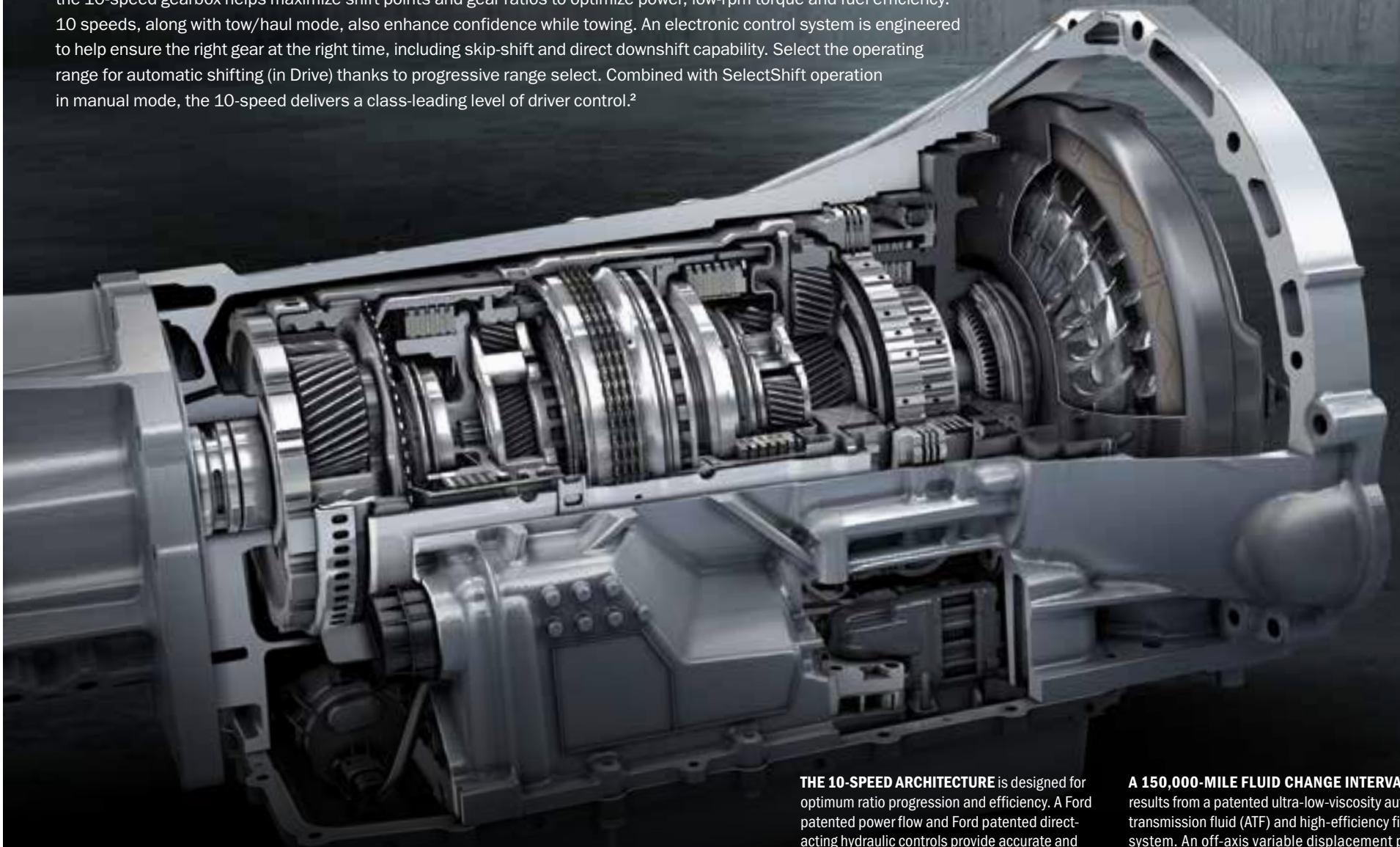
ALL-NEW 3.0L POWER STROKE DIESEL

As the first-ever diesel engine in Ford F-150, the 3.0L Power Stroke[®] Turbo Diesel³ delivers 440 lb.-ft. of diesel torque and 250 diesel horsepower – both best in class. It's also paired with the 10-speed SelectShift automatic transmission to put all its usable low-end engine torque to good use.

With the transmission's 10-speed architecture, and the engine's peak torque arriving at a low 1,750 rpm, the diesel powertrain is an exceptional choice for towing – where strong torque delivery throughout the rpm range is exactly what you need.

Horsepower	290 @ 6,500 rpm	325 @ 5,000 rpm	395 @ 5,750 rpm	375 @ 5,000 rpm	250 @ 3,250 rpm
Torque	265 lb.-ft. @ 4,000 rpm	400 lb.-ft. @ 2,750 rpm	400 lb.-ft. @ 4,500 rpm	470 lb.-ft. @ 3,500 rpm	440 lb.-ft. @ 1,750 rpm
EPA-estimated ratings ⁵	19 city/25 hwy/22 combined mpg	20 city/26 hwy/22 combined mpg	17 city/23 hwy/19 combined mpg	18 city/25 hwy/21 combined mpg	22 city/30 hwy/25 combined mpg
Max. payload capacity ⁶	1,990 lbs.	2,470 lbs.	3,270 lbs.	3,230 lbs.	1,940 lbs.
Max. towing capacity ⁶	7,700 lbs.	9,100 lbs.	11,600 lbs.	13,200 lbs.	11,400 lbs.

10-SPEEDS. COUNTLESS INNOVATIONS. Standard with 4 F-150 engines for 2018, the innovative 10-speed SelectShift® automatic transmission helps deliver higher average power for acceleration – improving responsiveness and performance. With a wide-ratio span and optimized gear spacing, including 3 overdrive gears, the 10-speed gearbox helps maximize shift points and gear ratios to optimize power, low-rpm torque and fuel efficiency.¹ 10 speeds, along with tow/haul mode, also enhance confidence while towing. An electronic control system is engineered to help ensure the right gear at the right time, including skip-shift and direct downshift capability. Select the operating range for automatic shifting (in Drive) thanks to progressive range select. Combined with SelectShift operation in manual mode, the 10-speed delivers a class-leading level of driver control.²

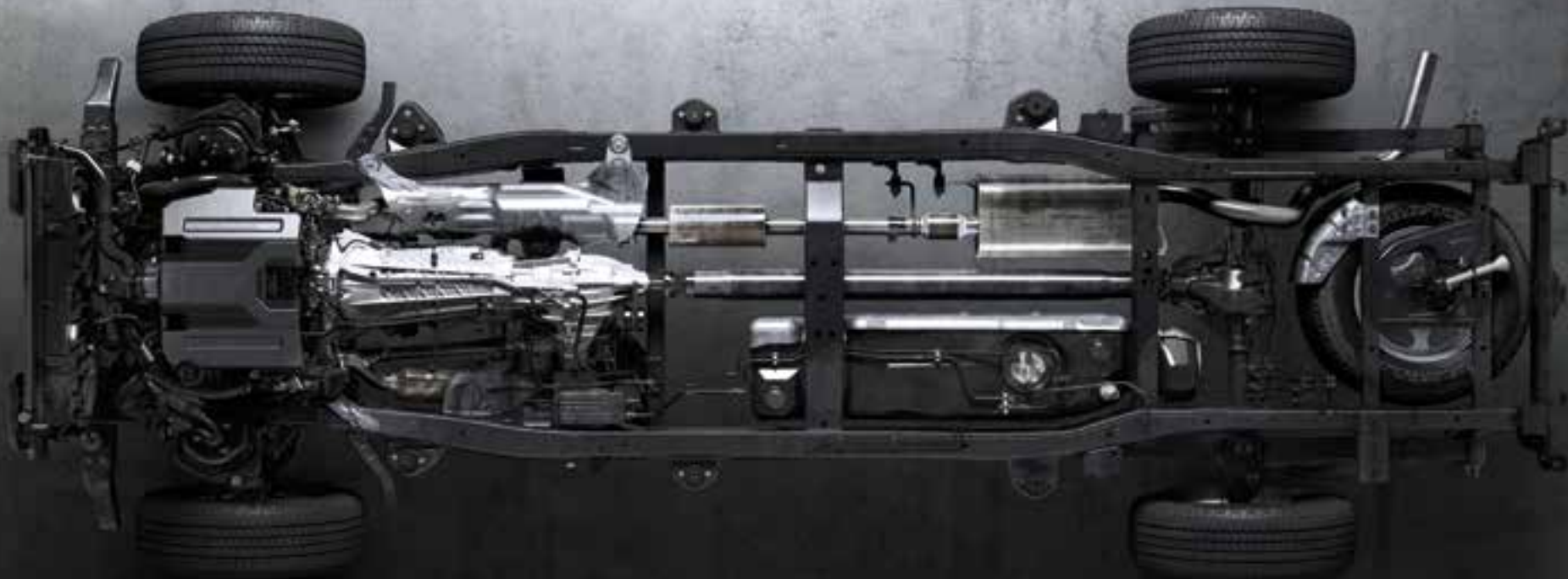


THE 10-SPEED ARCHITECTURE is designed for optimum ratio progression and efficiency. A Ford patented power flow and Ford patented direct-acting hydraulic controls provide accurate and quick upshift and downshift capability.

A 150,000-MILE FLUID CHANGE INTERVAL results from a patented ultra-low-viscosity automatic transmission fluid (ATF) and high-efficiency filtration system. An off-axis variable displacement pump improves operating efficiency as well.



BUILT FORD TOUGH. A segment-exclusive combination of advanced materials that are durable and inhibit corrosion help the 2018 Ford F-150 deliver mightily on its Built Ford Tough® promise, delivering best-in-class towing and payload ratings.¹



THE STRONGEST FRAME EVER CREATED for F-150 is a fully boxed, modular foundation comprised of 78% high-strength steel. This highly rigid structure enhances stiffness and durability.

8 RUGGED CROSSMEMBERS (5 are through-welded) and large cross-section frame rails form the perfect foundation for our revolutionary truck body and cargo box.

WITH OVER 10 MILLION CUSTOMER-EQUIVALENT MILES OF TESTING, Ford F-150 is engineered for the long haul. Because this truck has already passed our toughest tests, it will be more than ready for yours.

HIGH-STRENGTH, MILITARY-GRADE, ALUMINUM ALLOY doesn't rust and resists corrosion. In other words, it's engineered to stand up to the punishment that happens back here. With more trucks on the road with 250,000 miles than any other brand, there's nothing tougher than Ford F-Series.²



2017 IIHS
**TOP
 SAFETY
 PICK**

★★★★★
 F-150 SUPERCREW
**5-STAR
 OVERALL
 VEHICLE
 SCORE**

It's official. Ford F-150 SuperCrew® has earned the top 2 safety honors. First, a 2017 IIHS Top Safety Pick from the Insurance Institute for Highway Safety (2018 F-150 SuperCrew and SuperCab when equipped with optional front crash protection). Plus, F-150 SuperCrew has a 5-Star Overall Vehicle Score¹ from the National Highway Traffic Safety Administration (NHTSA). In crash testing covering frontal, side and rollover crash worthiness, the 2018 F-150 SuperCrew received the government's highest safety rating.



FIRST-IN-CLASS INFLATABLE REAR SAFETY BELTS² for rear outboard passengers join 6 standard airbags to enhance occupant protection. To reduce injury risk in certain collisions, the fully inflated safety belt distributes crash energy across 5 times more of an occupant's body than a non-inflatable safety belt.

ROOF STRENGTH IS REINFORCED by a hydroformed roof rail supported by an extruded closed-section roof bow, while an extruded rocker reinforcement helps reduce cab intrusion in certain front and side impacts.



BETTER WARN YOUR HITCH. 13,200 LBS. CLASS-BEST TOWING.¹

Ready. Set. Tow. Equip F-150 with the 2nd-generation 3.5L EcoBoost® engine² and Max. Trailer Tow Package, and a class-best 13,200 lbs. max. towing capacity¹ is yours. Standard trailer sway control, BLIS® with trailer coverage,² and the stabilization benefits of an integrated trailer brake controller^{2,3} enhance towing confidence. To prevent you from rolling back on a grade, standard hill start assist momentarily maintains brake pressure until the engine produces enough torque to move F-150 uphill. After you're on the move, maintain a consistent speed on steep grades by locking out the upper gears using the progressive range select feature on both SelectShift® automatic transmissions. Both also feature tow/haul mode, for use when the truck is heavily loaded or when towing.



2018 F-150 | ford.com

LARIAT SuperCrew® 4x4. Blue Jeans. LARIAT Chrome Package. Max. Trailer Tow Package. Available equipment. ¹When properly configured. See Towing chart on page 33 for maximum ratings by configuration.

²Available feature. ³Trailer brake controller verified to be compatible with electrically actuated drum brakes and certain electric-over-hydraulic brake systems. See your Ford Dealer for details.





PRO TRAILER BACKUP ASSIST™^{1,2} makes backing up your trailer more intuitive and as easy as turning a knob. Once the system is programmed,³ simply rotate the knob left or right in the direction you want the trailer to go. The system then automatically steers the truck to turn the trailer the desired amount. You'll spend less time backing up, with improved confidence.



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TRAILER-TOWING PROFICIENCY is possible with the smart towing technology of Ford F-150. Strategically placed cameras¹ help you see all around F-150. And when hooking up a trailer or navigating it through a crowded site, what you see can make all the difference.

1. While your sideview mirrors are your primary visual aid, Pro Trailer Backup Assist^{1,2} features a rear view camera image⁴ that allows you to view trailer direction and help determine trailer placement.
2. Easily line up truck and trailer with the guidelines of dynamic hitch assist.⁴
3. Our 360-degree camera with Split-view Display^{1,2} works at low speeds in Forward and Reverse. Four cameras let you see all sides of F-150 on the 8" color screen¹ in the center stack.

4. Check pressure in each tire with the standard Individual Tire Pressure Monitoring System.⁵ You'll be notified through the productivity screen⁶ if any tire's pressure is low. A numerical value will even tell you how low.

5. A Smart Trailer Tow Connector¹ provides instrument cluster alerts about trailer connection status, along with lighting and trailer battery alerts and warnings.⁶ If something needs attention, you'll see it here.

6. Track towing information, such as trailer brake controller settings, vehicle pitch and steering angle, and profiles of up to 10 different trailers - including accumulated miles on each.⁶



DRIVER ASSIST

Tough looks out for you. And in more ways than ever for 2018. New Pre-Collision Assist with Pedestrian Detection¹ can automatically apply F-150 brakes to help prevent a collision with a vehicle or pedestrian. Other driver-assist features¹ encourage your alertness. Sophisticated radar¹ warns you of vehicles in your blind spots. And a forward-facing camera¹ monitors your road position. They're constantly at your service as you tow, stay centered in or attempt to change lanes, and keep a preset distance from the vehicle in front.



NEW ADAPTIVE CRUISE CONTROL WITH

STOP-AND-GO¹ scans for slower vehicles in front of you. It can automatically adjust the speed of F-150 to maintain a preset gap from that vehicle. The system can be used at both high and low speeds, and can even follow the vehicle in front of you to a complete stop.

LANE-KEEPING SYSTEM^{1,2} monitors lane markings and can prompt you to steer back toward center if it detects F-150 drifting unintentionally out of its lane. A Driver Alert System¹ can even warn you in the message center if you could use a break from driving.

ELECTRIC POWER-ASSISTED STEERING supplies precise road feel. And because it uses an electric motor instead of a hydraulic pump, steering control can be programmed and utilized by F-150 systems such as active park assist¹ and segment-first Pro Trailer Backup Assist.^{TM1}

ADVANCETRAC[®] WITH RSC[®] (Roll Stability Control^{TM4}) helps keep all 4 wheels firmly planted by selectively applying individual brakes and modifying engine power – enhancing stability in a wide range of driving conditions.

CROSS-TRAFFIC ALERT¹ warns you of vehicles approaching from the sides while backing up at low speeds.

NEW PRE-COLLISION ASSIST WITH PEDESTRIAN DETECTION¹ can monitor the front of your vehicle's proximity to other vehicles and pedestrians. If a potential collision is detected, the system can alert you with visible and audible warnings. If it determines a collision is imminent, active braking may automatically apply full braking.³

CURVE CONTROL⁴ can actually sense when you're taking a turn too fast. When it does, the system can slow the truck's speed as much as 10 mph in about a second to help you maintain control.

BLIS[®] (BLIND SPOT INFORMATION SYSTEM) with trailer coverage^{1,5} warns you if it detects a vehicle in either of your blind spots while driving forward. Its range can be extended for F-150 to include a conventional trailer, once programmed into the system.

TRAILER SWAY CONTROL monitors the motions of F-150 when towing to detect trailer sway. If detected, the system selectively applies brakes⁴ as needed to help you maintain control of the truck and the trailer.



¹Available feature. Driver-assist features are supplemental and do not replace the driver's attention, judgment and need to control the vehicle. ²Lane-Keeping System does not control steering. ³Pre-Collision Assist with Pedestrian Detection can detect pedestrians, but not in all conditions and does not replace safe driving. See owner's manual for system limitations. ⁴Remember that even advanced technology cannot overcome the laws of physics. It's always possible to lose control of a vehicle due to inappropriate driver input for the conditions. ⁵BLIS replaces standard integrated blind spot mirrors.



GET REALLY LOADED.

CLASS-BEST 3,270 LBS.
MAX. PAYLOAD.¹



Starting with 3 box sizes that range from 5.5' to 8', Ford F-150 carries the day at work sites and campsites across the nation. In fact, F-150 delivers best-in-class payload 3 times over. When equipped with the upgraded 5.0L V8 engine² and Heavy-Duty Payload Package, F-150 leads all competitors with 3,270-lb.¹ max. payload. Next up? A similarly equipped F-150 with the 2nd-generation 3.5L EcoBoost[®] engine² at 3,230-lb. max. payload.¹ Following that? F-150 equipped with the 2nd-generation 2.7L EcoBoost engine² and Payload Package at 2,470 lbs.¹ To access the cargo box, steps on all 3 sides² include deployable box side steps² for all box lengths.





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INNOVATIVE CARGO BOX FEATURES on F-150 make accessing the 77.4 cu. ft. of cargo box volume¹ incredibly easy.

1. A new tailgate design features rugged “F-150” stamping on XL through KING RANCH® models.
2. Industry-first remote tailgate release¹ with power remote locking lets you lock, unlock and lower the tailgate – with your key fob.
3. A class-exclusive tailgate step¹ allows you to easily climb into and out of the cargo box. When not in use, it stows inside the tailgate.
4. LED cargo box lighting¹ illuminates the box with forward-facing LEDs. Turn them on with a switch in the bed or on the headlamp control in the cab. LED illumination helps you quickly find items, especially under a tonneau cover.¹
5. Extending to the end of the tailgate, the stowable bed extender¹ provides 18" of extra carrying space.
6. Class-exclusive stowable loading ramps¹ help you load ATVs and riding lawnmowers simply and easily – without having to lift them into the bed.
7. BoxLink™¹ features 4 removable and lockable premium cleats that provide additional tie-down points to help secure your cargo.
8. Light your worksite into the night with class-exclusive LED sideview mirror spotlights!¹



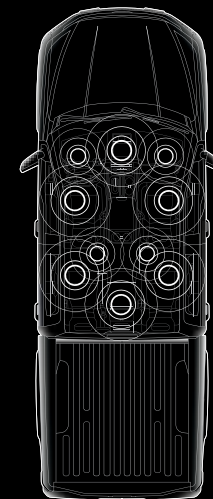


TOUGH NEVER LOOKED BETTER.





3 new leather trims make their F-150 debut this year. On LIMITED, Navy Pier leather makes it even more of a standout, trimming the 10-way power heated and ventilated multicontour front seats with Active Motion[®], as well as the heated steering wheel, center console lid and shifter knob. Genuine Dark Ash Swirl wood trim and Satin Aluminum accents complement the environment, as does Black carpeting with unique floor mats. On PLATINUM, new Dark Marsala leather trim does the honors. For KING RANCH[®], see the next page. For 2018, tough looks better than ever.



SIGNATURE SOUND

A new B&O PLAY[™] Premium Audio System by HARMAN¹ features an AM/FM stereo, single-CD/MP3 player and 10 speakers. By incorporating specifically tailored speaker placement, tuning and calibration, the authentic B&O PLAY sound unlocks the power of your favorite music.





Kingsville, Texas, is home to the historic King Ranch.[®] New for 2018, Kingsville leather trim covers the KING RANCH 10-way power heated and ventilated front seats including power lumbar, and flow-through center console lid. Mesa leather trim graces the shifter knob and heated steering wheel. A new B&O PLAY™ Premium Audio System by HARMAN supplies the tunes, while the front and rear seat backs, carpeted floor mats, center console lid and even the wheels are branded with the legendary “Running W” KING RANCH logo. For standout style, add the KING RANCH Chrome Package with 20" chrome-like PVD wheels.





FORDPASS™ SMARTPHONE APP³

Your personal journey assistant
Find fuel and compare prices
Find, reserve and pay for parking
in select locations
Get help from our trained team
of Ford Guides – available 24/7



SYNC CONNECT^{2,4}

Vehicle controls with the FordPass app:

- Remote start your truck and climate control system
- Locate your truck and check approximate fuel range

4G LTE Wi-Fi hotspot:

- Connect your tablets, laptops and smartphones
- Includes complimentary 3-month or 3GB data trial



VOICE-ACTIVATED NAVIGATION²

Turn-by-turn directions
Vivid 3-D maps
Pinch-to-zoom touchscreen capability



SYNC APPLINK^{®2,6}

Voice control for your favorite compatible mobile apps
Ford+Alexa ■ Pandora[®] ■ and more



SIRIUSXM[®] TRAFFIC & TRAVEL LINK^{®2,7}

Complimentary for 5 years
Real-time traffic updates
Fuel station locations and prices
Current and forecasted weather
Movie locations and showtimes
Sports scores



ANDROID AUTO™ COMPATIBILITY⁵

Talk to Google Assistant to interact with your Android™ smartphone
Access your favorite music through your apps
Utilize Waze™ or Google Maps™ for voice-guided navigation and estimated travel time



APPLE CARPLAY™ COMPATIBILITY⁵

Use Siri to interact with your iPhone
Access your favorite songs and playlists in Apple Music[®]
Use Apple Maps for voice-guided navigation and estimated travel time

SYNC 3

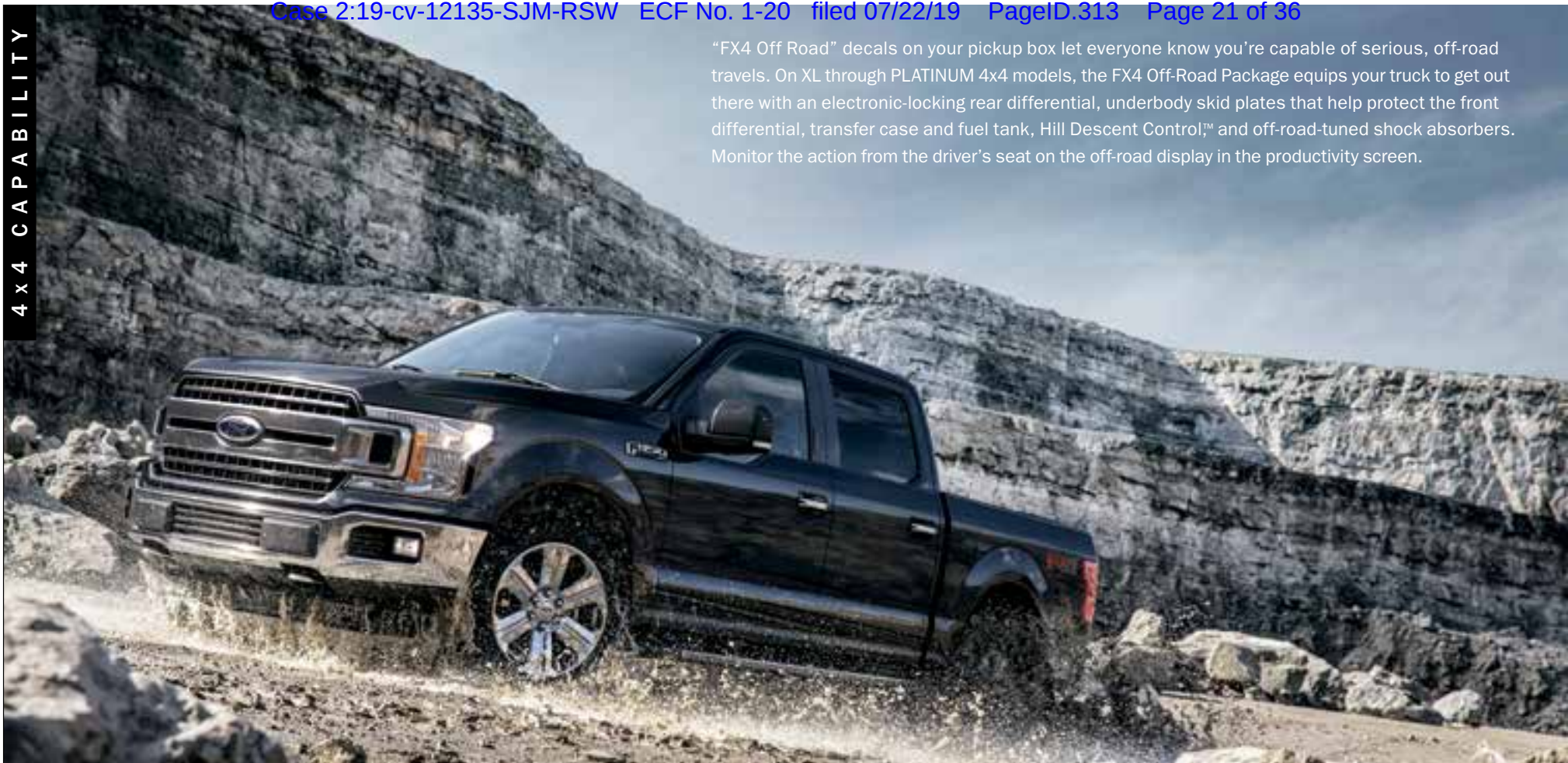
STAY CONNECTED ON THE MOVE.

Imagine controlling calls, music and more with just a touch and your voice. SYNC[®] 3^{1,2} lets you keep your hands on the wheel while it quickly responds to your spoken requests. Or use the responsive touchscreen in the center of your instrument panel to access its many helpful features. Bring the power of Siri[®] into F-150 with Siri Eyes Free and your paired iPhone[®]. The system also features 2 smart-charging USB ports to help keep your devices powered up and ready to go.



4 x 4 C A P A B I L I T Y

“FX4 Off Road” decals on your pickup box let everyone know you’re capable of serious, off-road travels. On XL through PLATINUM 4x4 models, the FX4 Off-Road Package equips your truck to get out there with an electronic-locking rear differential, underbody skid plates that help protect the front differential, transfer case and fuel tank, Hill Descent Control,¹ and off-road-tuned shock absorbers. Monitor the action from the driver’s seat on the off-road display in the productivity screen.



NAVIGATE TIGHT SPOTS ON THE TRAIL by utilizing the 360-degree camera with Split-view Display.¹ Four cameras give you a bird’s-eye view, helping you maneuver down narrow trails. To keep your view clear of dust and mud, the forward-facing camera includes a lens washer that’s activated whenever the windshield washers are used.



RAPTOR

Its hardware reads like an off-roader's wish list. High-Output 2nd-generation 3.5L EcoBoost® engine with 510 lb.-ft. of torque.¹ 4-wheel-drive (4WD), Torque-On-Demand® transfer case. 13" of front suspension travel and 13.9" in the rear, giving it monstrous capability beyond the pavement. BFGoodrich® KO2 tires. Bead-lock capable wheels.² Plus, an exclusive interior environment with 6 standard auxiliary switches in the overhead console from which to direct all the fun.



**510
LB.-FT.
TORQUE¹**

**450
HORSE
POWER¹**



SIX SELECTABLE DRIVE MODES of the Terrain Management System™ allow you to optimize RAPTOR to driving conditions. Three steering modes provide customized steering feedback as well.

3.0" FOX RACING SHOX™ feature 9-stage bypass damping. Internal bypass technology allows for variable damping rates based on wheel travel, providing exceptional off-road performance while also supplying a smooth on-road ride.

"2017 FOUR WHEELER PICKUP TRUCK OF THE YEAR." "RAPTOR is the truck equivalent of an amusement park thrill ride," say the editors of **FOUR WHEELER**.



SPECIAL EFFECTS. Red and Black merge in dramatic ways – inside and out – on XLT and LARIAT Special Edition Packages. Black running boards, unique bodyside and hood decals, 20" premium Tarnished Dark-painted aluminum wheels, plus dark headlamp housings and a dark honeycomb grille cast a menacing look at street level. Inside, unique accents, finishes and steering wheel complement the exclusive Special Edition Black seats with Red accents.

Top: LARIAT SuperCrew® 4x4. Lead Foot. Special Edition Package. Available equipment.
Bottom: LARIAT Special Edition hood graphic and interior trim.



STX APPEAL. Think confident capability – with a touch of swagger. Its monochromatic exterior, Black honeycomb grille with body-color surround, fog lamps, rear privacy glass, STX cargo box decals and 20" machined aluminum wheels define the signature STX look. Inside, you'll find unique Black Sport cloth 40/console/40 front seating, plus a flow-through center console and steering column-mounted gear shifter. Style that works always maintains its appeal.

STX SuperCab 4x4. Lightning Blue. Trailer tow mirrors. Available equipment.



X L

STX



STANDARD

17" Silver steel wheels ▪ Black grille, bumpers, mirror caps, and door and tailgate handles ▪ Black front tow hooks (4x4) ▪ Cloth 40/20/40 front seat

CHROME PACKAGE¹

17" Silver-painted aluminum wheels ▪ Chrome bumpers ▪ Fog lamps

SPORT PACKAGE¹

17" Silver-painted aluminum wheels ▪ Body-color bumpers ▪ Fog lamps ▪ SPORT box decals (n/a with FX4 Off-Road Package)

STX PACKAGE¹

20" machined aluminum wheels with Flash Gray-painted pockets ▪ 275/55R20 BSW all-season tires (4x2) ▪ 275/55R20 BSW all-terrain tires (4x4) ▪ Black honeycomb grille with body-color surround ▪ Body-color bumpers ▪ Fog lamps ▪ STX box decals (n/a with FX4 Off-Road Package) ▪ SYNC[®] 3 with 8" color LCD capacitive touchscreen in center stack and 2 smart-charging USB ports ▪ STX Black sport cloth 40/console/40 front bucket seats with flow-through center console and steering column-mounted shifter ▪ Manual driver and front-passenger lumbar ▪ Front seat back map pockets ▪ Rear privacy glass ▪ Rear-window defroster ▪ Available on XL SuperCab and SuperCrew[®]; requires Sport Package



STX SuperCrew 4x4. Unique cloth-trimmed interior in Black. Available equipment.

X L T



STANDARD

17" Silver-painted aluminum wheels ▪ Chrome grille ▪ Chrome bumpers ▪ Black front tow hooks (4x4) ▪ Cloth 40/20/40 front seat

CHROME PACKAGE¹

18" chrome-like PVD wheels ▪ 265/60R18 BSW all-season tires (4x2) ▪ 275/65R18 OWL all-terrain tires (4x4) ▪ Chrome grille with silver accents ▪ Chrome front tow hooks (4x4), door and tailgate handles, step bars and exhaust tip ▪ Available on SuperCab and SuperCrew

SPORT PACKAGE¹

18" 6-spoke machined aluminum wheels with Magnetic-painted pockets ▪ 265/60R18 BSW all-season tires (4x2) ▪ 275/65R18 OWL all-terrain tires (4x4) ▪ Magnetic grille and step bars ▪ Body-color bumpers, wheel-lip moldings, and door and tailgate handles ▪ SPORT box decals (n/a with FX4 Off-Road Package) ▪ Chrome exhaust tip ▪ Unique finish on instrument panel, media bin lid and doors ▪ Black leather-wrapped steering wheel ▪ XLT sport cloth 40/console/40 front bucket seats with flow-through center console and floor shifter ▪ Available on SuperCab and SuperCrew

SPECIAL EDITION PACKAGE¹

20" Premium Tarnished Dark-painted aluminum wheels ▪ 275/55R20 BSW all-season tires (4x2) ▪ 275/55R20 BSW all-terrain tires (4x4) ▪ Black honeycomb grille with body-color surround ▪ Dark headlamp housings ▪ Body-color bumpers, wheel-lip moldings, and door and tailgate handles ▪ Unique bodyside and hood decals² ▪ Unique fender and tailgate badging ▪ Chrome exhaust tip ▪ Black running boards ▪ Black leather-wrapped steering wheel with Red stitching ▪ Unique finish on instrument panel, media bin lid and doors ▪ XLT Special Edition Black sport cloth 40/console/40 front seats with Red stitching with flow-through center console and floor shifter ▪ Available on SuperCab and SuperCrew; requires Sport Package



XLT SuperCrew 4x4. Cloth-trimmed interior in Medium Earth Gray. Available equipment.



LARIAT



STANDARD

18" machined aluminum wheels with Flash Gray-painted pockets ▪ Chrome grille ▪ Chrome bumpers ▪ Black front tow hooks (4x4) ▪ Body-color sideview mirror caps, wheel-lip moldings, and door and tailgate handles ▪ Leather-trimmed 40/20/40 front seats



CHROME PACKAGE¹

18" chrome-like PVD wheels ▪ Chrome grille with silver accents ▪ Chrome front tow hooks (4x4), sideview mirror caps, door and tailgate handles, angular step bars, and exhaust tip



SPORT PACKAGE¹

18" 6-spoke machined aluminum wheels with Magnetic-painted pockets (gas engines)² ▪ Body-color grille ▪ Body-color bumpers ▪ Magnetic angular step bars ▪ SPORT box decals (n/a with FX4 Off-Road Package) ▪ Chrome exhaust tip ▪ Unique finish on instrument panel, media bin lid and doors ▪ 40/console/40 front bucket seats with flow-through center console and floor shifter



SPECIAL EDITION PACKAGE¹

20" premium Tarnished Dark-painted wheels ▪ 275/55R20 BSW all-season tires (4x2) ▪ 275/55R20 BSW all-terrain tires (4x4) ▪ Dark Foundry honeycomb grille with body-color surround ▪ Dark headlamp housings ▪ Body-color bumpers, and door and tailgate handles ▪ Unique bodyside and hood decals³ ▪ Unique fender and tailgate badging ▪ Black running boards ▪ Chrome exhaust tip ▪ Black leather-wrapped steering wheel with Red stitching ▪ Unique finish on instrument panel, media bin lid and doors ▪ LARIAT Special Edition Black leather-trimmed 40/console/40 front bucket seats with Red accents with flow-through center console and floor shifter ▪ Available on SuperCrew®; requires Sport Package



LARIAT SuperCrew 4x4. Leather-trimmed interior in Medium Light Camel. Available equipment.

KING RANCH



STANDARD

18" machined aluminum wheels with Flash Gray-painted pockets ▪ Chrome grille with accent-color mesh ▪ Stone Gray bumpers and wheel-lip moldings ▪ Black front tow hooks (4x4) ▪ Two-tone paint with Stone Gray lower accent ▪ Body-color sideview mirror caps and door and tailgate handles ▪ Chrome exhaust tip ▪ Leather-trimmed 40/console/40 front bucket seats with flow-through center console and floor shifter



CHROME PACKAGE¹

20" chrome-like PVD wheels ▪ 275/55R20 BSW all-season tires (4x2) ▪ 275/55R20 OWL all-terrain tires (4x4) ▪ Chrome bumpers, front tow hooks (4x4), sideview mirror caps, and door and tailgate handles ▪ Bright beltline moldings ▪ Satin-aluminum tailgate appliqué



MONOCHROME PACKAGE¹

Monochromatic paint ▪ Body-color wheel-lip moldings ▪ Requires KING RANCH® Chrome Package



KING RANCH SuperCrew 4x4. Leather-trimmed interior in Kingsville. Available equipment.



PLATINUM

STANDARD

20" polished aluminum wheels ▪ Satin-aluminum grille with silver mesh ▪ Body-color bumpers and wheel-lip moldings ▪ Chrome front tow hooks (4x4), sideview mirror caps, door and tailgate handles, and exhaust tip ▪ Bright beltline moldings ▪ Power-deployable running boards ▪ Satin-aluminum tailgate appliqué ▪ Leather-trimmed multicontour 40/console/40 front bucket seats with Active Motion,[®] flow-through center console and floor shifter



PLATINUM SuperCrew[®] 4x4. Leather-trimmed interior in Dark Marsala. Available equipment.



LIMITED

STANDARD

22" polished aluminum wheels ▪ LIMITED hood lettering ▪ Satin-aluminum grille with chrome accents ▪ Body-color bumpers, sideview mirror caps, and wheel-lip moldings ▪ Chrome front tow hooks (4x4) ▪ Satin-aluminum door and tailgate handles and exhaust tip ▪ Bright beltline moldings ▪ Power-deployable running boards ▪ Satin-aluminum tailgate appliqué ▪ Leather-trimmed multicontour 40/console/40 front bucket seats with Active Motion, flow-through center console and floor shifter



LIMITED SuperCrew 4x4. Leather-trimmed interior in Navy Pier. Available equipment.



RAPTOR

STANDARD

17" cast-aluminum wheels ▪ Magnetic-painted FORD grille with Black mesh ▪ Black headlamp and taillamp housings ▪ Magnetic front performance bumper ▪ Black front and rear tow hooks ▪ Heavy-duty front and engine skid plates ▪ Flared front fenders with air extractors, flared pickup box outers, and hood with air extractors ▪ Black sideview mirror caps and door and tailgate handles ▪ Unique front and rear wheel-lip moldings ▪ Integrated clearance lamps ▪ Cast-aluminum low-profile running boards ▪ Dual exhaust with dual tailpipes under the rear bumper ▪ Magnetic rear bumper ▪ RAPTOR Black cloth 40/console/40 front bucket seats with unique seat back bolsters and flow-through center console and floor shifter ▪ Steering wheel-mounted paddle shifters ▪ 6 upfitter switches located in the overhead console

INTERIOR COLOR ACCENT PACKAGE¹

Aluminum dash panels ▪ Unique finish on instrument panel and doors ▪ Unique Black leather-trimmed seats with Orange accents



RAPTOR SuperCrew 4x4. Leather-trimmed interior in Black with Dark Earth Gray accents. Available equipment.



RAPTOR SuperCrew 4x4. Leather-trimmed interior in Black with Orange accents. Available equipment.



STANDARD FEATURES

Mechanical

- 2-stage variable-rate leaf spring rear suspension
- 2-ton mechanical jack (heavy-duty on RAPTOR)
- 4-pin trailer tow wiring with ball-mounting provisions in rear bumper
- 4-wheel vented disc brakes with Anti-Lock Brake System (ABS) and electronic brakeforce distribution (EBD)
- 100,000-mile tune-up interval (under normal driving conditions with routine fluid and filter changes)
- Active Grille Shutters
- Auto Start-Stop Technology
- Dual-note horn
- Easy Fuel[®] capless fuel filler
- Electric power-assisted rack-and-pinion steering
- Fail-Safe Engine Cooling System
- Front stabilizer bar
- Fully boxed steel frame
- Long-spindle, double-wishbone, coil-over-shock, independent front suspension
- Spare wheel and tire with lock and rear under-frame carrier

Driver-Assist Technology

- Autolamp automatic on/off headlamps with rainlamp feature
- Hill start assist
- Interior**
- 12V powerpoint
- Air conditioning
- Assist/grab handles – Driver and right-front passenger
- Assist/grab handles – Rear outboard positions (SuperCrew[®])
- Cabin air filter
- Coat hooks (2)
- Cupholders – 2 in front and 1 in each front-door map pocket
- Driver and front-passenger sun visors
- Gauges for fuel, oil pressure, transmission and engine coolant temperature; tachometer; speedometer; and odometer
- LED front dome/map lights
- Outside temperature display

Exterior

- Black pickup box top and tailgate moldings
- Center high-mounted stop lamp with integrated cargo lamp
- Configurable daytime running lamps
- Intermittent windshield wipers
- Lockable and removable tailgate
- Pickup box with 4 cargo tie-down hooks

Safety & Security

- Personal Safety System[™] for driver and right-front passenger includes dual-stage front airbags,¹ safety belt pretensioners, safety belt energy-management retractors, safety belt usage sensors, driver's seat position sensor, crash severity sensor, restraint control module and Front-Passenger Sensing System
- Front-seat side airbags¹ and Safety Canopy[®] System with side-curtain airbags¹ and rollover sensor
- 3-point safety belts in front (all models) and rear (SuperCab and SuperCrew)
- AdvanceTrac[®] with RSC[®] (Roll Stability Control[™]) and Curve Control
- Alert chimes for headlamps-on, key-in-ignition and front safety belts

- Belt-Minder[®] front safety belt reminder
- Brake/shift interlock
- Fuel pump inertia shutoff
- Individual Tire Pressure Monitoring System (excludes spare)
- LATCH – Lower Anchors and Tether Anchors for Children
- Rear view camera with dynamic hitch assist
- SecuriLock[®] Passive Anti-Theft System
- Side-intrusion door beams (front all models; front and rear on SuperCrew)
- SOS Post-Crash Alert System[™]
- Trailer sway control

POWER TRAINS

	3.3L TI-VCT V6 FFV	2.7L EcoBoost V6	5.0L TI-VCT V8 FFV	3.5L EcoBoost V6	High-Output 3.5L EcoBoost V6	3.0L Power Stroke[®] V6 Turbo Diesel
Horsepower	290 @ 6,500 rpm	325 @ 5,000 rpm	395 @ 5,750 rpm	375 @ 5,000 rpm	450 @ 5,000 rpm ⁸	250 @ 3,250 rpm
Torque	265 lb.-ft. @ 4,000 rpm	400 lb.-ft. @ 2,750 rpm	400 lb.-ft. @ 4,500 rpm	470 lb.-ft. @ 3,500 rpm	510 lb.-ft. @ 3,500 rpm ⁸	440 lb.-ft. @ 1,750 rpm
EPA-estimated ratings ²	19 city/25 hwy/ 22 combined mpg	20 city/26 hwy/ 22 combined mpg	17 city/23 hwy/ 19 combined mpg	18 city/25 hwy/ 21 combined mpg	15 city/18 hwy/ 16 combined mpg	22 city/30 hwy/ 25 combined mpg
Induction system	Naturally aspirated	Twin-turbocharged intercooled	Naturally aspirated	Twin-turbocharged intercooled	Twin-turbocharged intercooled	Variable-geometry turbocharger; intercooled
Recommended fuel	Regular unleaded or E85	Regular unleaded	Regular unleaded or E85	Regular unleaded	Regular unleaded	Ultra-low-sulfur diesel or B20 (containing 20% or less biodiesel)
Transmission	6-speed SelectShift [®] automatic with selectable drive modes	10-speed SelectShift automatic with progressive range select and selectable drive modes	10-speed SelectShift automatic with progressive range select and selectable drive modes	10-speed SelectShift automatic with progressive range select and selectable drive modes	10-speed SelectShift automatic with tow/haul and Terrain Management System [™]	10-speed SelectShift automatic with progressive range select and selectable drive modes
Standard availability	XL ³ ; XLT ³	XL ⁴ ; XLT ⁴ ; LARIAT ⁵	XL ⁶ ; XLT ⁶ ; LARIAT ⁶ ; KING RANCH [®] ; PLATINUM	LIMITED	RAPTOR	
Optional availability		XL ⁵ ; XLT ⁵	XL, XLT, LARIAT	XL ⁷ ; XLT ⁷ ; LARIAT, KING RANCH, PLATINUM		XL (Fleet only), XLT (Fleet only), LARIAT ⁹ ; KING RANCH, PLATINUM

¹Always wear your safety belt and follow airbag warning label instructions. ²F-150 4x2. Actual mileage will vary. ³122.5" WB, 141.1" WB and 145.0" WB only. ⁴4x2 156.8" WB and 4x2 163.7" WB only. ⁵Not available with 4x4 156.8" WB or 4x4 163.7" WB. ⁶4x4 156.8" WB and 4x4 163.7" WB only. ⁷Not available with 122.5" WB. ⁸Horsepower and torque ratings achieved with 93-octane fuel. ⁹Not available with 163.7" WB.



XL	XL	LARIAT	KING RANCH®	PLATINUM	LIMITED	RAPTOR		XL	XL	LARIAT	KING RANCH	PLATINUM	LIMITED	RAPTOR		XL	XL	LARIAT	KING RANCH	PLATINUM	LIMITED	RAPTOR		
							Mechanical								Driver-Assist Technology									Seating
S	S	S	S	S	S	S	Axle - Rear, 3.15 non-limited-slip ¹			P	P	P	S	O	360-degree camera with Split-view Display ¹	S								2-way adjustable driver and right-front-passenger head restraints
S	S	S	S	S	S	S	Axle - Rear, 3.31 non-limited-slip ¹			P	P	P	S		Active park assist									4-way adjustable driver and right-front-passenger head restraints
S	S	S					Axle - Rear, 3.55 non-limited-slip ¹			O	O	P	S	P	Adaptive Cruise Control with Stop-and-Go and Pre-Collision Assist with Pedestrian Detection ¹	P	S	S	S	S	S	S	40/20/40 front seat with folding armrest with storage	
%	%						Axle - Rear, 3.73 non-limited-slip ¹								BLIS® (Blind Spot Information System) with trailer coverage and cross-traffic alert ¹ (includes LED taillamps on XLT and LARIAT)	S	S	S					40/console/40 front bucket seats with flow-through console ¹	
O	O	O	O	O	O	O	Axle - Rear, 3.15 electronic-locking ¹		O	P	P	S	S	O	Hill Descent Control™ (includes Off-Road Mode on RAPTOR)	O	O	O	S				Multicontour 40/console/40 front bucket seats with Active Motion® and flow-through console	
O	O	O	O	O	O	O	Axle - Rear, 3.31 electronic-locking ¹								Lane-Keeping System				P	S	S		2-way manual driver and right-front-passenger	
O	O	O	O	O	O	O	Axle - Rear, 3.55 electronic-locking ¹		P	P	P	P	P	S	Pro Trailer Backup Assist™ with trailer hookup lamp ¹	S							2-way manual driver and right-front-passenger with manual lumbar	
O	O	O	O	O	O	O	Axle - Rear, 3.73 electronic-locking ¹			P	P	P	P	O	Rain-sensing windshield wipers	P	S						10-way power driver (includes power lumbar) and 2-way manual right-front-passenger (with manual lumbar)	
						S	Axle - Rear, 4.10 electronic-locking				P	S	S	P	Reverse Sensing System ¹								10-way power driver and right-front-passenger (includes power lumbar)	
						O	Axle - Front, 4.10 with TORSEN® differential		P	P	P	P	P	O	SYNC® Voice Recognition Communications and Entertainment System with 4.2" color LCD screen in center stack, 911 Assist,® AppLink,® and 1 smart-charging USB port	S							Heated and ventilated driver and right-front-passenger seats with memory driver's seat ¹	
S	S	S	S	S	S	S	Drivetrain - 4x2				P	S	S	P	SYNC 3 with 8" color LCD capacitive touchscreen in center stack, 911 Assist, AppLink, Apple CarPlay™ compatibility, Android Auto™ compatibility, and 2 smart-charging USB ports								Front center underseat storage	
O	O	O	O	O	O	S	Drivetrain - 4x4		O	O	O	S	S	S	SYNC Connect ² embedded 4G LTE modem powered by FordPass™ App ³ (includes Wi-Fi hotspot capability; Wi-Fi hotspot capability n/a on RAPTOR) ¹		S	S					60/40 split one-touch flip-up rear seat (SuperCab and SuperCrew)	
			O	O	O		Engine block heater (diesel engine; standard where required)		P	S				S			P	S	S	S	S	P	60/40 split one-touch flip-up rear seat with underseat storage (SuperCrew includes folding armrest with cupholders)	
S	S	S	S	S			Fuel tank - 23-gallon ¹ (Regular Cab and SuperCab)																Heated rear outboard seats ¹ (SuperCrew)	
S	S	S	S	S	S	S	Fuel tank - 26-gallon ¹ (SuperCrew® and RAPTOR SuperCab)		P	O	S	S	S	P									Trim - Cloth front and rear	
O	O	O	O	O	O	O	Fuel tank - Extended-range 36-gallon capacity ¹ (standard on RAPTOR SuperCrew; n/a with diesel)			O	O	S	S	O									Trim - Leather-trimmed front with vinyl rear on SuperCab; leather-trimmed rear on SuperCrew	
						S	Long-travel front suspension with unique front upper and lower control arms and unique tie-rods																Trim - Vinyl front and rear ¹	
S	S	S	S	S	S	S	Parking brake - Electronic																	
						S	Parking brake - Mechanical																	
S	S	S	S	S	S	S	Shocks - Gas-pressurized twin-tube front and staggered, outboard-mounted rear shock absorbers																	
						S	Shocks - Front and rear high-performance off-road, FOX Racing Shox™																	
O	O	O	S	S	S	O	Trailer brake controller ¹																	
S	S						Transfer case - Electronic shift-on-the-fly (ESOF) with neutral towing capability (4x4)																	
		S	S	S	S	S	Transfer case - 2-speed automatic 4WD with neutral towing capability (4x4; includes mechanical-locking 4WD on RAPTOR)																	

¹Restrictions may apply. See your dealer for details. ²SYNC Connect includes complimentary 5-year subscription for remote features, excluding Wi-Fi hotspot, and starts with vehicle sale date. Subscription is subject to compatible 4G network availability. Certain restrictions, 3rd-party terms, or message and data rates may apply. Evolving technology/cellular networks may affect future functionality. Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the complimentary 5-year subscription period for remote features. To activate, go to www.att.com/ford. ³FordPass smartphone app, for use with SYNC Connect, is available via download and compatible with select smartphone platforms. FordPass is on the App Store® and Google Play.™ Learn more at fordpass.com. Message and data rates may apply.



BUILD YOUR F-150 | S: Standard U: Optional P: Package Content

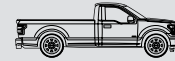
Table with columns for trim levels (XL, XLT, LARIAT, KING RANCH, PLATINUM, LIMITED, RAPTOR) and vehicle features. It lists various options like exterior lighting, mirrors, and equipment groups (301A, 302A, 501A, 502A, 601A) with their corresponding availability across trim levels.

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1Restrictions may apply. See your dealer for details. 2Ford Licensed Accessory. 3After your trial period ends, SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Trial subscriptions not available in AK and HI. 4SYNC Connect includes complimentary 5-year subscription for remote features, excluding Wi-Fi hotspot, and starts with vehicle sale date. Subscription is subject to compatible 4G network availability. Certain restrictions, 3rd-party terms, or message and data rates may apply. Evolving technology/cellular networks may affect future functionality. Wi-Fi hotspot includes complimentary wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the complimentary 5-year subscription period for remote features. To activate, go to www.att.com/ford.

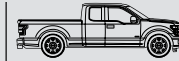


XL	XL	LARIAT	KING RANCH®	PLATINUM	LIMITED	RAPTOR		XL	XL	LARIAT	KING RANCH	PLATINUM	LIMITED	RAPTOR	
							Equipment Groups (continued)								
			0				Equipment Group 701A: Technology Package (see content under Packages) + Adaptive Cruise Control with Stop-and-Go and Pre-Collision Assist with Pedestrian Detection + tailgate step with step, grab bar and tailgate lift assist	0	0						2.7L EcoBoost® Payload Package ² : 3.73 electronic-locking rear axle and 9.75" gearset
							Equipment Group 801A: 10-way power heated driver and front-passenger seats + leather-trimmed seats + power-adjustable pedals + power-sliding rear window with privacy tint and defroster + SYNC® 3 + Magnetic-painted tailgate appliqué with FORD lettering	0	0	0					Heavy-Duty Payload Package² (n/a with diesel): 3.73 electronic-locking rear axle, 9.75" gearset, 36-gallon fuel tank, upgraded springs, 17" silver heavy-duty steel wheels with LT245/70R17E BSW all-terrain tires on XL, and 18" silver heavy-duty aluminum wheels with LT275/65R18C OWL all-terrain tires on XLT and LARIAT
							Equipment Group 802A: includes all content of 801A + 4.10 front axle with TORSEN® differential + heated and ventilated front seats with memory driver's seat + 360-degree camera + Advanced Security Pack (includes SecuriLock® Passive Anti-Theft System and inclination/intrusion sensors) + ambient lighting + BLIS® (Blind Spot Information System) with trailer coverage and cross-traffic alert + dual-zone electronic automatic temperature control + SYNC Connect ¹ + inflatable rear safety belts in outboard seating positions (SuperCrew®) + trailer brake controller + LED cargo box lighting + power-adjustable pedals with memory + Intelligent Access with push-button start + power-folding sideview mirrors with power, heated glass, memory, integrated turn signal indicators, high-intensity LED security approach lamps, LED spotlights, driver's side auto-dimming feature, and body-color caps + body-color door and tailgate handles + power-tilt/-telescoping steering column with memory + heated steering wheel + Pro Trailer Backup Assist™ + Remote Start System + remote tailgate release + B&O PLAY™ Premium Audio System by HARMAN with HD Radio™ + universal garage door opener + voice-activated Navigation System	0	0	S	S	S	S		Class IV Trailer Hitch² (towing capability up to 6,000 lbs. with the 3.3L Ti-VCT V6 and 2.7L EcoBoost engines; towing capability up to 7,000 lbs. with the 3.5L EcoBoost, 5.0L V8, and 3.0L diesel engines): 4-pin/7-pin wiring harness, Class IV trailer hitch receiver and Smart Trailer Tow Connector
								0					S		Trailer Tow Package² (required for towing up to 11,400 lbs.): 4-pin/7-pin wiring harness, Class IV trailer hitch receiver, Smart Trailer Tow Connector, and upgraded front stabilizer bar
								0	0	0	0	0	0		Trailer Tow Package² + Pro Trailer Backup Assist with trailer hookup lamp
								0							Max. Trailer Tow Package² (required for towing up to 13,200 lbs.; requires 3.5L EcoBoost engine): 3.55 electronic-locking rear axle (3.73 with Heavy-Duty Payload Package), 4-pin/7-pin wiring harness, 36-gallon fuel tank, Class IV trailer hitch receiver, Smart Trailer Tow Connector, trailer brake controller, upgraded front stabilizer bar, and upgraded rear bumper
								0	0	0	0	0			Max. Trailer Tow Package² + Pro Trailer Backup Assist with trailer hookup lamp
								0	0	0					Snow Plow Prep Package² (4x4; requires 5.0L V8 engine): preselected springs and snow plow mode with dash-mounted button (replaces standard 2-speed automatic 4WD with ESOF on LARIAT)
			0				Packages	0	0	0	0				CNG/Propane Gaseous Engine Prep Package² (requires 5.0L V8 engine): hardened engine intake valves and valve seats
							XLT Power Equipment Group²: 110V/400W AC power outlet (1 on center stack with 40/20/40 front seat; 1 additional on back of center console with front bucket seats and flow-through center console), power-sliding rear window with privacy glass and defroster, and LED cargo box lighting								Carbon Fiber Package²: carbon fiber dash, media bin lid, shift knob and door-trim appliques
			0	0	0	S	Technology Package²: Lane-Keeping System, active park assist, and 360-degree camera with Split-View Display								Exterior Graphics Package: box side RAPTOR graphics
			0	0	0		FX4 Off-Road Package² (4x4): electronic-locking rear axle, FX4 Off-Road box decals, Hill Descent Control™ off-road-tuned shock absorbers, and skid plates for fuel tank, transfer case and front differential								Hood Graphics Package
															RAPTOR Technology Package²: Lane-Keeping System, auto high-beam headlamps, rain-sensing windshield wipers and Adaptive Cruise Control



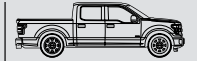
Regular Cab³

Available:
XL, XLT



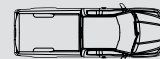
SuperCab

Available:
XL, STX, XLT, LARIAT, RAPTOR



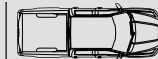
SuperCrew⁴

Standard:
KING RANCH, PLATINUM, LIMITED
Available:
XL, STX, XLT, LARIAT, RAPTOR



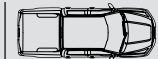
8' Box Size

Available:
XL, XLT, LARIAT



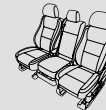
6 1/2' Box Size

Available:
XL, STX, XLT, LARIAT, KING RANCH, PLATINUM



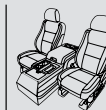
5 1/2' Box Size

Standard:
LIMITED, RAPTOR
Available:
XL, STX, XLT, LARIAT, KING RANCH, PLATINUM



40/20/40 split front seat

Standard:
XL, XLT, LARIAT



40/console/40 front bucket seats

Standard:
STX
Available:
XL, XLT



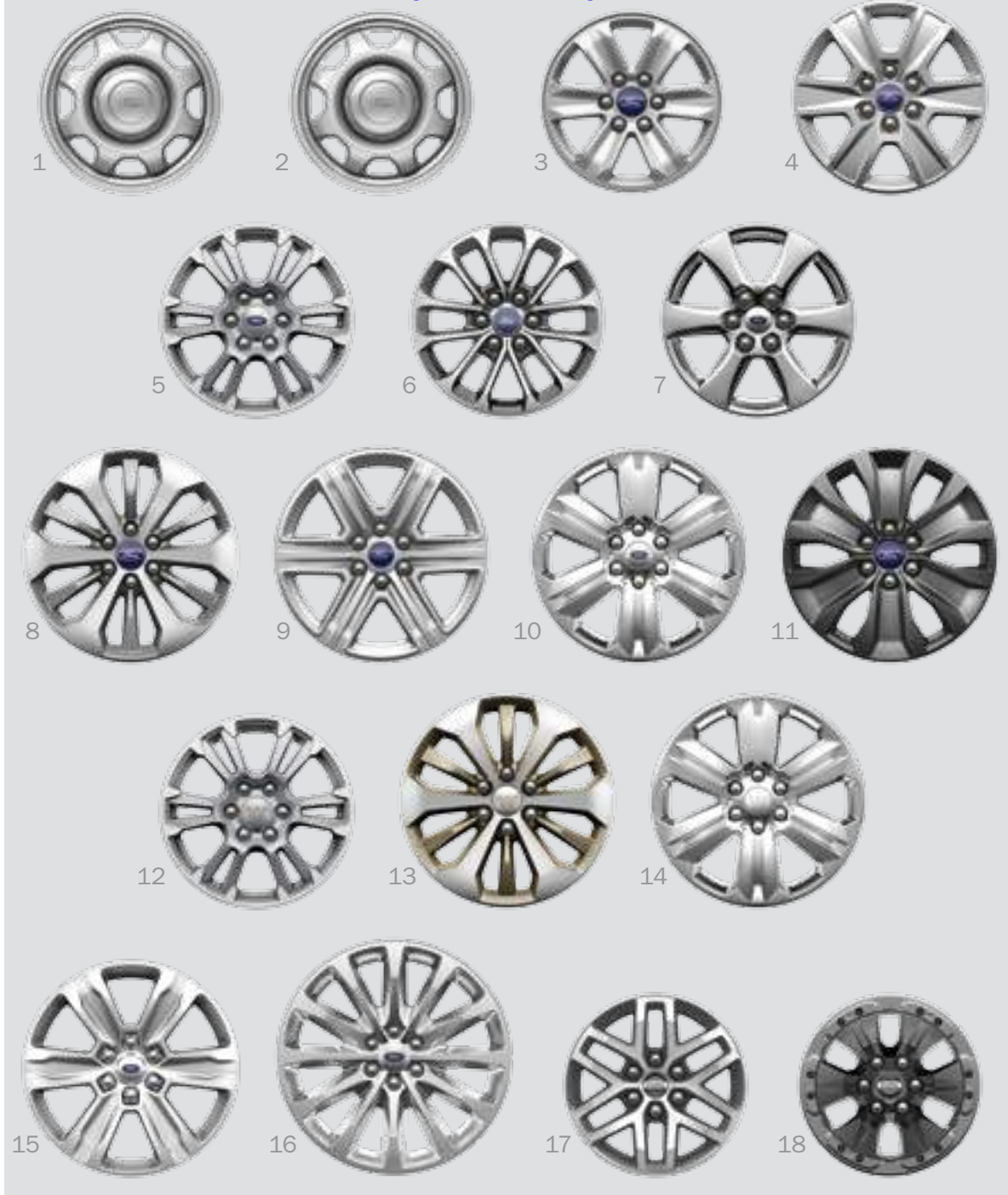
40/console/40 front bucket seats with floor shifter

Standard:
KING RANCH, PLATINUM, LIMITED, RAPTOR
Available:
XLT, LARIAT



WHEELS / TIRES | S: Standard O: Optional P: Package Content

	XL	XL T	LARIAT	KING RANCH*	PLATINUM	LIMITED	RAPTOR	
1	S							17" Silver Steel
2	P							17" Silver Heavy-Duty Steel (Heavy-Duty Payload Package)
3	P							17" Silver-Painted Aluminum (Chrome and Sport Packages)
	S							17" Silver-Painted Aluminum ¹
4	O							18" Silver Heavy-Duty Aluminum ² (requires Heavy-Duty Payload Package)
	P	P						18" Silver Heavy-Duty Aluminum (Heavy-Duty Payload Package)
5		S						18" Machined Aluminum with Flash Gray-Painted Pockets ²
6	P	P						18" 6-Spoke Machined Aluminum with Magnetic-Painted Pockets ¹ (Sport Package)
7	P	P						18" Chrome-Like PVD (Chrome Package)
8	P	O	O					20" Machined Aluminum with Flash Gray-Painted Pockets (STX Package)
		O	O					20" Machined Aluminum with Flash Gray-Painted Pockets ²
9	O	O						20" 6-Spoke Premium-Painted Aluminum ^{2,3} (requires Sport Package)
10	O	O						20" Chrome-Like PVD (requires Chrome Package)
11	P	P						20" Premium Tarnished Dark-Painted Aluminum (Special Edition Package)
12			S					18" Machined Aluminum with Flash Gray-Painted Pockets
13			O					20" Machined Aluminum with Light Caribou-Painted Pockets ²
14			P					20" Chrome-Like PVD (Chrome Package)
15				S				20" Polished Aluminum
16					S			22" Polished Aluminum
17					S			17" Cast-Aluminum
18					O			17" Forged Aluminum Bead-Lock Capable
	S	S						245/70R17 BSW All-Season (4x2)
	S	S						265/70R17 OWL (4x4)
	P							LT245/70R17e BSW All-Terrain (Heavy-Duty Payload Package)
	O	O						LT245/70R17e BSW All-Terrain ¹ (requires FX4 Off-Road Package)
	P							265/60R18 BSW All-Season (4x2) (Chrome and Sport Packages)
		S	S					265/60R18 BSW All-Season (4x2)
	P							275/65R18 OWL (4x4) (Chrome and Sport Packages)
		S	S					275/65R18 OWL (4x4)
	O	P	P					LT275/65R18C OWL All-Terrain ² (Heavy-Duty Payload Package)
	O	O	O					LT275/65R18C OWL All-Terrain ² (requires FX4 Off-Road Package)
	P	O	O	O	S			275/55R20 BSW All-Season ² (4x2)
	P	O	O	O	S			275/55R20 BSW All-Terrain ² (4x4)
	O	O	O					275/55R20 OWL All-Terrain ² (4x4)
					S			275/45R22 BSW All-Season
					S			LT315/70R17 BSW All-Terrain

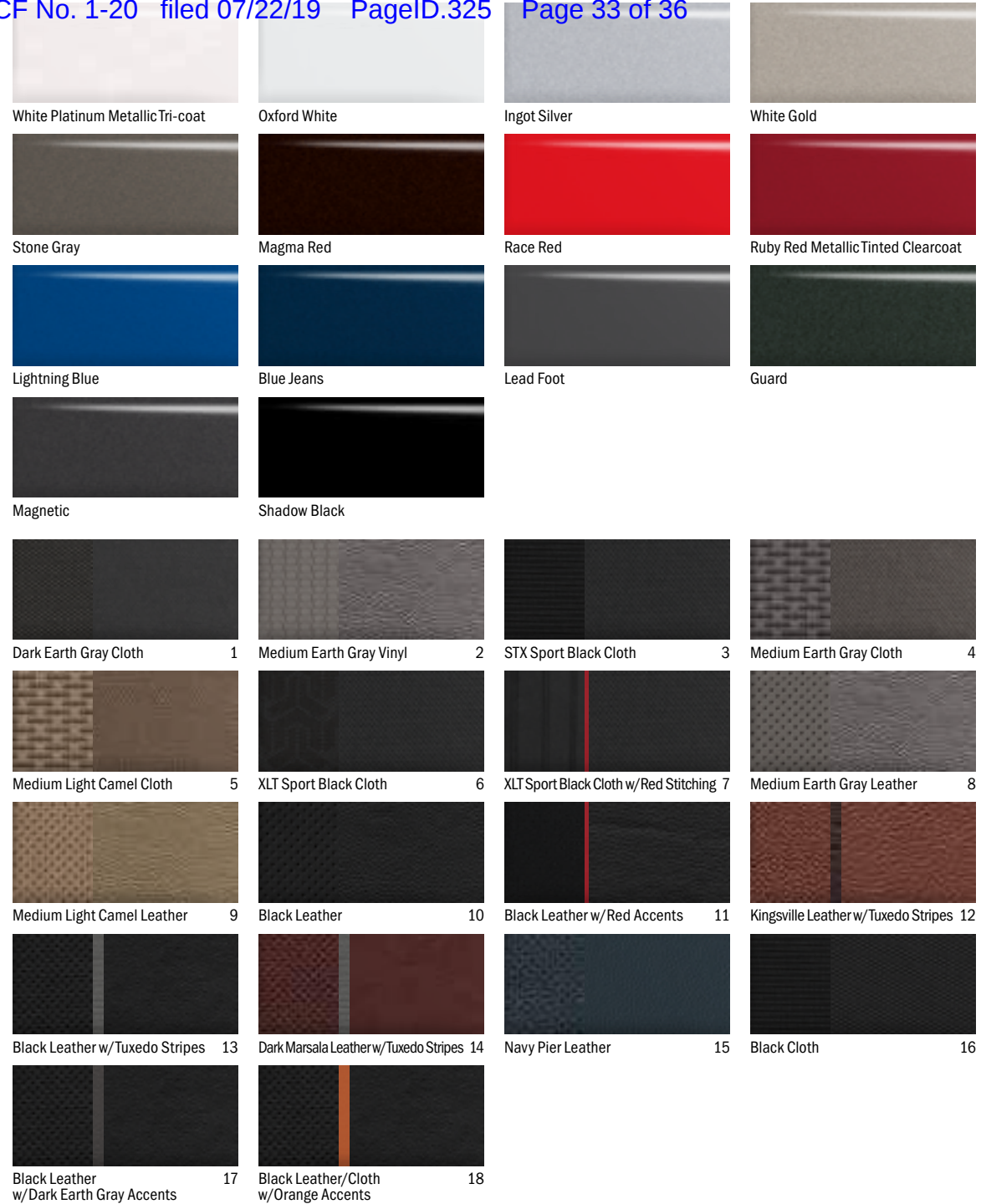


EXTERIORS / INTERIORS

	Two-Tone	XL	XL SPORT	STX	XLT	XLT SPORT	LARIAT	LARIAT SPORT
White Platinum Metallic Tri-coat ¹	■						8 9 10	
Oxford White	■ ■	1 2	1 2	3	4 5	6 7	8 9 10	10 11
Ingot Silver ²	■	1 2	1 2	3	4 5	6 7	8 9 10	10 11
White Gold ²	■				5		9 10	
Stone Gray ²		1 2			4 5		8 9 10	
Magma Red ²	■		1 2	3	4 5	6 7	8 9 10	10 11
Race Red ³	■	1 2	1 2	3	4 5	6 7	8 9 10	10 11
Ruby Red Metallic Tinted Clearcoat ¹	■ ■				4 5	6 7	8 9 10	10 11
Lightning Blue ²	■	1 2	1 2	3	4 5	6 7		10 11
Blue Jeans ²	■ ■	1 2	1 2	3	4 5		8 9 10	
Lead Foot ⁴			1 2	3		6 7		10 11
Guard ^{2,5}	■ ■				4 5		8 9 10	
Magnetic ²		1 2	1 2	3	4 5	6 7	8 9 10	10 11
Shadow Black	■ ■	1 2	1 2	3	4 5	6 7	8 9 10	10 11

	Two-Tone	KING RANCH®	PLATINUM	LIMITED	RAPTOR
White Platinum Metallic Tri-coat ¹	■	12	13 14	15	
Oxford White	■	12			16 17 18
Ingot Silver ²			13 14	15	16 17 18
White Gold ²	■	12	13 14		
Stone Gray ^{2,6}		12			
Magma Red ²	■	12	13 14		
Race Red					16 17
Ruby Red Metallic Tinted Clearcoat ¹	■	12	13 14	15	16 17
Lightning Blue ²					16 17 18
Blue Jeans ²	■	12	13 14	15	
Lead Foot					16 17 18
Guard ^{2,5}	■	12			
Magnetic ²			13 14		16 17 18
Shadow Black	■	12	13 14	15	16 17 18

■ Stone Gray Two-Tone Accent exterior standard on KING RANCH; optional on LARIAT
 ■ Magnetic Two-Tone Accent exterior optional on XLT
 2: Optional 7: Requires XLT Special Edition Package 8: Not available with Two-Tone Accent exterior
 11: Requires LARIAT Special Edition Package 18: Requires RAPTOR Interior Accent Package



Engine	Axle Ratio	GCWR	Regular Cab				SuperCab				SuperCrew®		156.8" WB		
			122.4" WB 4x2	4x4	141.1" WB 4x2	4x4	145.0" WB 4x2	4x4	163.7" WB 4x2	4x4	145.0" WB 4x2	4x4	4x2	4x4	
3.3L Ti-VCT V6 Gas	3.55	9,500/9,600 9,700/9,800 9,900	5,100/- -/- -	-/- 5,000/- -	-/5,100 -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- 5,000	-/- -/- -	-/- -/- -	-/- -/- -	
	3.73	12,100/12,200 12,300/12,500 12,600	7,700/- -/- -	-/7,500 -/- -	-/7,700 -/- -	-/7,400 -/- -	-/7,400 -/- -	-/- -/7,400 -	-/- -/- -	-/- -/- -	-/- 7,400/- -	-/- -/- 7,400	-/- -/- -	-/- -/- -	
2.7L EcoBoost® V6 Gas	3.55	12,200/12,300 12,500/12,600 12,700/12,800 12,900	7,600/- -/- -/- -	-/- 7,600/- -/- -	-/7,600 -/- -/- -	-/- -/7,600 -/- -	-/- -/- -/- -	-/- -/- -/7,600 -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- 7,700/- -	-/- -/- -/- 7,600	-/- -/- -/- -	-/- -/- 7,700/- -	
	3.73	13,100/13,200 13,300/14,100 14,300	8,500/- -/- -	-/- 8,400/- -	-/8,500 8,500 ¹ /- -	-/- 8,300/9,000 ¹ -	-/- 8,400/- -	-/- 8,100/- 9,100 ¹	-/- -/- -	-/- -/- -	-/- 8,300/- -	-/- 8,000/- 9,000 ¹	-/- -/- -	-/- 8,300/9,000 ¹ -	
5.0L Ti-VCT V8 Gas	3.15	13,000/13,900 14,200/14,300	8,400/- -/- -	-/- -/- -	-/9,200 -/- -	-/- -/- -	-/- 9,200/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- 9,100/- -	-/- -/- -	-/- -/- -	-/- 9,100/- -	
	3.31	13,000/13,200 13,900/14,100 14,200/14,300 14,400	8,400/- -/- -/- -	-/8,300 -/- -/- -	-/- 9,200/- -/- -	-/- -/9,100 -/- -	-/- 9,200/- -/- -	-/- -/- -/- -	-/- -/- -/- 9,000	-/- -/- -/- -	-/- -/- 9,100/- -	-/- -/- -/- -	-/- -/- 9,100/- -	-/- -/- 9,100 -	
	3.55	13,200/13,800 14,100/14,400 14,500/14,900 15,200/15,300	-/9,200 -/- -/- -/-	8,300/- -/- -/- -	-/- -/- -/- -	-/- 9,100/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- 9,100/- -	
	3.73	14,600/16,000 16,100/16,200 16,500/16,600 16,900	-/- -/- -/- -	9,700/- -/- -/- -	-/11,100 ² -/- -/- -	-/- 11,000 ² /11,200 -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- -	-/- -/- -/- 11,600	
3.5L EcoBoost Gas	3.15	15,500/15,800 15,900	-/- -/- -	-/- -/- -	10,700/- -/- -	-/- -/- -	-/10,700 -/- -	-/- -/- -	-/- -/- -	-/- 10,700 -	-/- -/- -	-/- -/- -	-/- -/- -	-/- 10,700 -	
	3.31	15,800/16,000 16,100/16,200	-/- -/- -	-/- -/- -	-/- -/- -	10,800/- -/- -	-/- -/- -	-/10,700 -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- 10,700/- -	
	3.55	15,500/15,800 15,900/16,000 16,100/16,200 16,600/16,700 17,000/17,100 17,800/18,100 18,400	-/- -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -	10,700/- -/- -/- -/- -/- -/- -	-/10,800 -/- -/- -/- -/- -/- -	-/10,700 -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -	-/- -/- -/- -/- -/- -/- -
		3.73	17,000/17,100	-/- -/- -	-/- -/- -	-/12,100 ³ -/- -	11,800 ² /11,900 ⁴ -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -
		3.0L Power Stroke® Diesel	15,700/15,800 15,900/16,000 16,100	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	10,100/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- 10,100
3.55	15,900/16,000 16,100/17,100	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/- -/- -	-/11,400 -/- -	10,100/- -/- -	-/- -/- -	-/- -/- -	-/10,100 -/- -	-/- -/- -	-/- -/- 10,100/11,000		

Best-in-class configuration shown in bold.



PAYLOAD Maximum Payload Weight Ratings (lbs.)

Engine	Drive	Max. GVWR	Regular Cab		SuperCab		SuperCrew®		
			122.4" WB	141.1" WB	145.0" WB	163.7" WB	145.0" WB	156.8" WB	
3.3L Ti-VCT V6 Gas	4x2	6,100	1,990	—	—	—	—	—	
		6,170	—	1,960	—	—	—	—	
		6,280	—	—	—	1,700	—	—	
	4x4	6,300	—	—	1,840	—	—	—	
		6,120	1,730	—	—	—	—	—	
		6,390	—	1,920	—	—	—	—	
2.7L EcoBoost® V6 Gas	4x2	6,500	—	—	1,770	—	1,680	—	
		6,070	1,860	—	—	—	—	—	
		6,220	—	1,920	—	—	—	—	
		6,360	—	—	—	1,710	—	—	
		6,400	—	—	1,840	—	—	—	
		6,500	—	—	—	1,800	—	1,820	
		6,650	—	—	—	—	1,940 ¹	—	
		6,750	—	—	2,120 ¹	—	—	—	
		6,800	—	—	—	—	—	2,060 ¹	
	6,900	—	2,470 ¹	—	2,150 ¹	—	—		
	4x4	6,210	1,720	—	—	—	—	—	
		6,500	—	1,920	1,640	—	—	—	
		6,600	—	—	—	—	1,690	—	
		6,800	—	2,110 ¹	—	—	—	—	
		6,900	—	—	—	—	1,940 ¹	—	
		7,000	—	—	2,130 ¹	—	—	—	
		5.0L Ti-VCT V8 Gas	4x2	6,200	1,950	—	—	—	—
				6,750	—	2,390	—	—	—
6,800				—	—	—	2,140	—	
6,900	—			—	2,320	—	—		
6,950	—			—	—	—	2,260		
7,000	—			—	—	2,290	—		
7,600	—		3,050 ²	—	2,760 ²	—	2,660 ²		
7,850	—		3,270³	—	3,070 ³	—	2,930 ³		
4x4	6,400		1,840	—	—	—	—	—	
	6,950	—	2,320	—	—	—	—		
	7,000	—	—	2,020	2,080	—	—		
3.5L EcoBoost Gas	4x2	7,050	—	2,640	—	2,250	—		
		7,600	—	3,000 ²	—	2,740 ²	—		
		7,850	—	3,230 ³	—	2,950 ³	—		
		6,750	—	—	—	—	1,420 ⁵	—	
		7,000	—	—	—	—	2,050	—	
		7,050	—	2,370	2,150	2,050	—	2,050	
	7,600	—	2,780 ²	—	2,490 ²	—	2,390 ²		
	7,850	—	3,040 ³	—	2,730 ³	—	2,690 ³		
	4x4	7,050	—	—	1,940	—	1,900	1,840	
7,050		—	—	1,760	—	1,720	—		
3.0L Power Stroke® Diesel	4x2	7,100	—	—	—	—	—		
	4x4	7,100	—	—	—	—	1,720		

Best-in-class configuration shown in bold.

DIMENSIONS

	Regular Cab 4x2/4x4	SuperCab 4x2/4x4	SuperCrew 4x2/4x4
Exterior			
Height			
5½' box	—	—	75.6"/77.2"
6½' box	75.5"/76.9"	75.5"/77.2"	75.7"/77.3"
8' box	75.1"/76.9"	75.5"/77.0"	—
Width			
Excl. mirrors	79.9"	79.9"	79.9"
Incl. standard mirrors	96.8"	96.8"	96.8"
Incl. trailer tow mirrors	105.9"	105.9"	105.9"
Std. mirrors folded	83.5"	83.5"	83.5"
Trailer tow mirrors folded	85.5"	85.5"	85.5"
Length			
5½' box	—	—	231.9"
6½' box	209.3"	231.9"	243.7"
8' box	227.9"	250.5"	—
Wheelbase			
5½' box	—	—	145.0"
6½' box	122.4"	145.0"	156.8"
8' box	141.1"	163.7"	—
Ground clearance (min.)			
5½' box	—	—	8.5"/9.4"
6½' box	8.8"/9.4"	8.7"/9.4"	8.4"/9.3"
8' box	8.6"/9.4"	8.7"/9.3"	—
Cargo Box	5½' Box	6½' Box	8' Box
Volume (cu. ft.)	52.8	62.3	77.4
Inside height	21.4"	21.4"	21.4"
Length at floor	67.1"	78.9"	97.6"
Width at wheelhouse	50.6"	50.6"	50.6"
Maximum width at floor	65.2"	65.2"	65.2"
Interior - Front/Rear	Regular Cab	SuperCab	SuperCrew
Head room	40.8"/—	40.8"/40.3"	40.8"/40.4"
Leg room (max.)	43.9"/—	43.9"/33.5"	43.9"/43.6"
Hip room	62.5"/—	62.5"/64.7"	62.5"/64.7"
Shoulder room	66.7"/—	66.7"/65.8"	66.7"/65.9"

MECHANICAL

Front Suspension
Coil-over-shock
Axle rating @ ground: 2,850 lbs.-3,750 lbs.

Rear Suspension
Solid axle
Axle rating @ ground: 3,300 lbs.-4,800 lbs.

Brakes
4-wheel vented-disc ABS
Front rotor diameter: 13.8"
Rear rotor diameter: 13.7"

R A P T O R

Exterior Dimensions	SuperCab	SuperCrew
Height	78.5"	78.5"
Width		
Excl. mirrors	86.3"	86.3"
Incl. standard mirrors	96.8"	96.8"
Std. mirrors folded	86.3"	86.3"
Length	220.0"	231.9"
Wheelbase	134.2"	146.0"
Ground clearance (min.)	9.9"	9.8"
Approach angle	30.2°	30.2°
Departure angle	23.1°	23.0°
Ramp breakover angle	22.9°	21.8°
Front/rear track	73.9"/73.6"	73.9"/73.6"
Payload & Towing (lbs.)		
Max. GVWR	6,650	7,050
Max. GCWR	12,050	14,250
Max. Payload	1,000	1,200
Max. Towing	6,000	8,000





FORD ACCESSORIES

Exterior

- Exhaust tips
- Fender flares²
- Fog lamps²
- Hood protectors² and deflectors
- LED warning strobes and work task lights²
- Racks and carriers²
- Side window deflectors²
- Splash guards
- Sportz[®] tents²
- Step bars
- Trailer towing accessories
- Trim kits² and graphic kits²
- Wheel lock kits
- Wheel-well liners
- Windshield sunshade¹

Interior

- Ash cup/coin holders
- Cargo organizers and protectors
- Carpeted floor mats
- Door sill plates²
- First aid and roadside assistance kits²
- Floor liners (A)
- In-vehicle safe²
- Interior light kit
- Protective seat covers²
- Tablet cradle²

Electronics

- Audio upgrade by KICKER[®]
- Ford Telematics^{™2}
- Keyless entry keypad
- Rear Seat Entertainment System² (B)
- Remote start (C) and vehicle security
- Warning sensor systems²
- Wireless charging²

Bed Products

- Bed/cargo illumination
- Bed cargo nets, divider, extender, liners and mats
- Bed rails and installation kit²
- Bed standard interface plate
- Bed tailgate lock² and seal²
- Bed tailgate viscous dampening cartridge
- Bedliner plug kits
- Commercial grade tool/cargo box²
- Drop-in bedliner (D)
- Pivot storage side box²
- Premium locking cleats
- Retractable bed side steps
- Retractable stake pocket tie-downs²
- Stowable load ramps
- Tonneau/bed covers²

XLT SuperCrew[®] 4x4 in Ingot Silver accessorized with a chrome exhaust tip, heavy-duty splash guards with stainless steel inserts, step bars, stowable load ramps, spray-in bedliner,¹ hard-folding tonneau cover,² side window deflectors by EGR,² fender flares, rear wheel-well liners, trailer tow mirrors and hood deflector

accessories.ford.com

New Vehicle Limited Warranty. We want your Ford F-150 ownership experience to be the best it can be. Under this warranty, your new vehicle comes with 3-year/36,000-mile bumper-to-bumper coverage, 5-year/60,000-mile Powertrain Warranty coverage, 5-year/60,000-mile safety restraint coverage, and 5-year/unlimited-mile corrosion (perforation) coverage on aluminum body panels – all with no deductible. Please ask your Ford Dealer for a copy of this limited warranty.

Roadside Assistance. Covers your vehicle for 5 years or 60,000 miles, so you have the security of knowing that help may be only a phone call away should you run out of fuel, lock yourself out of the vehicle or need towing. Your Ford Dealer can provide complete details on all of these advantages.

Ford Credit. Get the ride you want. Whether you plan to lease or finance, you'll find the choices that are right for you at Ford Credit. Ask your Ford Dealer for details or check us out at fordcredit.com.

Ford Protect[™] Extended Service Plans. Whether you purchase or lease your Ford vehicle, insist on genuine Ford Protect extended service plans. Ford Protect has a variety of plans to give you peace-of-mind protection whether you want vehicle component or maintenance coverage. Plus, they are fully backed by Ford and honored at all Ford dealerships in the U.S., Canada and Mexico. When you visit your dealer, insist on genuine Ford Protect extended service plans.

Insurance Services. Get Ford Motor Company quality in your auto insurance. Our program offers industry-leading benefits and competitive rates. Call 1-877-367-3847, or visit us at fordvip.com for a no-obligation quote. Insurance offered by American Road Services Company (in CA, American Road Insurance Agency), a licensed agency and subsidiary of Ford Motor Company.

Ford Original Accessories. They're warranted for whichever provides you the greatest benefit: 24 months/unlimited mileage, or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicle Limited Warranty. Ford Licensed Accessories (FLA) are warranted by the accessory manufacturer's warranty. FLA are designed and developed by the accessory manufacturer and have not been designed or tested to Ford Motor Company engineering requirements. Contact your Ford Dealer for details and/or a copy of all limited warranties.

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Comparisons based on competitive models (class is Full-Size Pickups under 8,500 lbs. GVWR based on Ford segmentation), publicly available information and Ford certification data at time of release. Vehicles may be shown with optional equipment. Features may be offered only in combination with other options or subject to additional ordering requirements/limitations. Dimensions shown may vary due to optional features and/or production variability. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford Dealer is the best source of the most up-to-date information on Ford vehicles.

¹Factory option. See dealer for details. ²Ford Licensed Accessory.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Alleges Ford 'Fudged' Coastdown Testing to Boost Ranger, F-150 EPA Fuel Economy Ratings](#)
