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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

VANESSA MILLER, PATSY LUND, AMBER
WEST, EVAN WEST, DARRICK
CHRISTODARO, AMY HOFFER, JILLIAN
CONSTABLE, MONTERIO BUTCHER,
HARLAMPI BOZHINOV, MARY GLADE,
TERESA BALASZEK, CRAIG MORFORD,
KELLI MORFORD, AARON MANFRA,
VICTORIA MANFRA, STACEY COPPOCK,
RACHEL GOODRICH, BRIAN SIMONDS,
DAVID SCHIAVI, ROBYN PIROG, ZACHARY
SCOTT DAMM, AMANDA GATES, SHARI
TECHLIN, TYSON JOHN BATDORF,
ANTHONY CICERO, DAVID GONZALEZ,
JEFFERY HODGES, MARK KENNEDY, JOHN
KRECEK, TRACEY ANN METRO, SCOTT
PICKERING, KIMBERLY THOMAS as
individuals and on behalf of all others similarly
situated,

Plaintiffs,

v.

FORD MOTOR COMPANY,

Defendant.

Case No. 2:20-cv-01796-DAD-CKD
(Consolidated with Nos. 2:21-cv-00417-
DAD-CKD, 2:21-cv-00468-DAD-CKD)

**FIRST AMENDED CONSOLIDATED
CLASS ACTION COMPLAINT FOR
DAMAGES**

JURY TRIAL DEMANDED

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I. INTRODUCTION

1. Plaintiffs Vanessa Miller, Patsy Lund, Amber West, Evan West, Darrick Christodaro, Amy Hoffer, Jillian Constable, Monterio Butcher, Harlampi Bozhinov, Mary Glade, Theresa Balaszek, Craig Morford, Kelli Morford, Aaron Manfra, Victoria Manfra, Stacey Coppock, Rachel Goodrich, Brian Simonds, David Schiavi, Robyn Pirog, Zachary Scott Damm, Amanda Gates, Shari Techlin, Tyson John Batdorf, Anthony Cicero, David Gonzalez, Jeffery Hodges, Mark Kennedy, John Krecek, Tracey Ann Metro, Scott Pickering, and Kimberly Thomas bring this action individually and on behalf of all persons who purchased or leased in Arkansas, California, Colorado, Florida, Georgia, Illinois, Indiana, Kansas, Maryland, Michigan, Minnesota, Missouri, Nebraska, New Jersey, North Carolina, Ohio, Texas, Tennessee, Washington, and Wisconsin, certain vehicles equipped uniformly with defective engines that were designed, manufactured, distributed, and sold/leased by Ford Motor Company and/or its related subsidiaries or affiliates (“Ford”), as further described below (“Class Members”).

II. NATURE OF THE ACTION

2. The vehicles at issue in this action include certain Ford vehicles equipped with 1.5L, 1.6L, or 2.0L EcoBoost engines (the “EcoBoost engines”). These vehicles are 2013-2019 Ford Escapes, 2013-2019 Ford Fusions, 2015-2018 Ford Edges, 2016-2019 Lincoln MKCs, and 2016-2019 Lincoln MKZs (the “Class Vehicles”).

3. The EcoBoost engines in each of the Class Vehicles are substantially the same, from an engineering standpoint, notwithstanding their varying sizes. The EcoBoost engines in the Class Vehicles contain the same relevant components, made of the same materials.

4. The EcoBoost engines in the Class Vehicles have a critical defect that causes engine coolant—which is vital to the safety and functionality of the engine—to leak into the engine’s cylinders (the “Engine Defect”). The lack of coolant created by the leaks causes overheating, and can, even at low mileages, result in the cylinder head cracking and, in some instances, can cause total engine failures and engine fires. Presence of coolant within the cylinders of the engine, alone, can also cause corrosion, oil dilution and contamination, and engine failure.

5. Ford has failed to provide an effective solution to consumers who purchased or leased Class Vehicles. Further, Ford has not satisfactorily or effectively addressed the source of the defect for those consumers, including for those whose vehicles remain in warranty. Instead of replacing

1 the engine block, Ford merely applies superficial stopgap, “Band-Aid” remedies such as installing
2 coolant level sensors. This sensor alerts consumers when their coolant has been depleted, so that
3 they can replenish it. It does not, however, prevent further future coolant depletion, or do anything
4 to prevent the coolant from seeping into the engine cylinders. In some instances, Ford just replaces
5 certain parts other than the defective engine block, thereby failing to address the root cause of the
6 Engine Defect.

7 6. These half measures force consumers to return repeatedly for service and to continue
8 driving a vehicle at risk of future damage to the engine and components, engine failure, and engine
9 fires.

10 7. Consumers whose EcoBoost engines overheat or fail when the vehicle is out of
11 warranty must pay out-of-pocket for the necessary repairs and, again, may have to return for
12 repeated service if Ford does not replace the defective engine with a non-defective engine block.
13 These repairs, including a full engine replacement, can cost thousands of dollars.

14 8. The Engine Defect interferes with Plaintiffs’ and Class Members’ safe, comfortable,
15 and expected use of their Class Vehicles. It exposes them to severe risk created by engine failures
16 and engine fires, and it requires them to pay for repairs and/or engine replacement.

17 9. Discovery will show that before selling or leasing the Class Vehicles, Ford knew
18 about the Engine defect through sources including pre-production testing, pre-production design
19 failure mode analysis, pre-release evaluation and testing; repair and warranty data; replacement part
20 sales data; high failure rates and analysis in response; early consumer complaints made directly to
21 Ford and/or posted on public online vehicle owner forums; consumer complaints made to Ford’s
22 authorized dealerships, who are Ford’s agents for vehicle sales, leases, servicing, and repairs, testing
23 done in response to those complaints; aggregate data from Ford dealers; and other internal sources.

24 10. Yet despite its knowledge, Ford failed to disclose and actively concealed the Engine
25 Defect from Class Members and the public, and Ford has continued to market and advertise the
26 Class Vehicles as safe, comfortable, and of high quality.

27 11. As a result of Ford’s alleged misconduct, Plaintiffs and Class Members were harmed
28 and suffered actual damages, including that the Class Vehicles contain the Engine Defect, have

1 manifested, and continue to manifest, the Engine Defect, and that Ford has not provided a
2 permanent, no-cost remedy for this Defect within a reasonable amount of time. Furthermore,
3 Plaintiffs and Class Members have incurred, and will continue to incur, out-of-pocket, unreimbursed
4 costs and expenses relating to the Engine Defect.

5 **III. PARTIES**

6 **A. Plaintiff Vanessa Miller**

7 12. Plaintiff Vanessa Miller is an individual residing in Sacramento, California.

8 13. Ms. Miller owns a 2017 Ford Edge with a 2.0L EcoBoost engine, which she purchased
9 used on November 22, 2017 from Enterprise Car Sales in Sacramento, California. The vehicle had
10 20,699 miles at the time of purchase. The warranty start date for the vehicle was on or around
11 January 13, 2007. Ms. Miller purchased the vehicle for personal, family, and household use.

12 14. Passenger safety and reliability were important factors to Ms. Miller's decision to
13 purchase the vehicle. Prior to purchasing the 2017 Ford Edge, Ms. Miller researched the vehicle by,
14 among other things, visiting a Ford dealership, conducting substantial internet research, and visiting
15 Ford's website to view the specifications, features, options, and configurations for the Ford Edge.
16 Based on Ford's representations, Ms. Miller was led to believe that the 2017 Ford Edge was, among
17 other things, a safe, reliable, and high quality vehicle.

18 15. Despite Ms. Miller's research prior to purchasing the vehicle, Ford never disclosed at
19 the time of purchase that the 2017 Ford Edge contained the Engine Defect, which could cause the
20 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
21 Indeed, Ford concealed this information from consumers, and Ms. Miller was not aware of, and did
22 not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
23 purchased the vehicle.

24 16. Ford's omissions were material to Ms. Miller. If Ford had adequately disclosed these
25 facts before Ms. Miller purchased the vehicle, she would have learned of the concealed information
26 and would not have bought the vehicle or would have paid less for it.

27 17. Shortly after her purchase, in June 2018 (and with her vehicle at approximately 36,000
28 miles), the "check engine" alert light came on and the engine began to shake violently while the

1 vehicle was in use. On June 14, 2018, Ms. Miller took the vehicle to a Ford dealership, which
2 replaced the engine. The initial repair was covered under warranty and took approximately three
3 weeks, during which time Ms. Miller was not able to use her vehicle.

4 18. Less than two years later, in November 2019 (and with her vehicle at approximately
5 84,000 miles), Ms. Miller's 2017 Ford Edge began manifesting the same problems in the
6 replacement engine as the vehicle's original engine had displayed in 2018, including total engine
7 failure. On December 9, 2019, Ms. Miller's husband contacted Ford directly and spoke with a
8 customer service representative. He alerted the representative that Ms. Miller had experienced yet
9 another engine failure in her 2017 Ford Edge. Ford informed Ms. Miller's husband that there were
10 "no coverages for the engine" in her vehicle. Ford eventually agreed to pay a small portion—
11 \$1,500—of the repair costs, which totaled \$7,579.19. This left Ms. Miller still forced to spend
12 \$6,079.19 out of pocket. Furthermore, this amount does not include the costs Ms. Miller had to bear
13 related to being without the use of her vehicle for the time required to conduct the repairs.

14 19. Despite complaining to Ford about the Engine Defect, Ms. Miller's vehicle has never
15 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
16 satisfactory repair for the Engine Defect.

17 20. As a result of Ford's misconduct and concealment of the Engine Defect Ms. Miller
18 has overpaid for her 2017 Ford Edge, incurred out of pocket losses to repair the engine, and did not
19 receive the full benefit of the bargain in purchasing the vehicle.

20 21. Ms. Miller has lost confidence in the ability of her Class Vehicle to provide safe and
21 reliable transportation for ordinary and advertised purposes. Further, based on her experience, Ms.
22 Miller is not confident that she will be able to rely on Ford's advertising and labeling in the future
23 for the potential purchase of another Ford vehicle.

24 22. At all times, Ms. Miller, like all Class Members, has driven her vehicle in a manner
25 both foreseeable and in which it was intended to be used.

26 **B. Plaintiff Patsy Lund**

27 23. Plaintiff Patsy Lund is an individual residing in Fort Smith, Arkansas.

28 24. Ms. Lund owned a 2016 Ford Escape with a 2.0L EcoBoost Engine, which she

1 purchased used on October 21, 2016 from Fort City Motors in Fort Smith, Arkansas. The vehicle
2 had 14,532 miles at the time of purchase. The warranty start date for the vehicle was on or around
3 December 9, 2015. Ms. Lund purchased the vehicle for personal, family, and household use.

4 25. Passenger safety and reliability were important factors to Ms. Lund's decision to
5 purchase the vehicle. Prior to purchasing the 2016 Ford Escape, Ms. Lund researched the vehicle
6 by looking at the vehicle's safety features on Ford's website. Based on Ford's representations, Ms.
7 Lund was led to believe that the 2016 Ford Escape was, among other things, a safe, reliable, and
8 high-quality vehicle.

9 26. Despite Ms. Lund's research prior to purchasing the vehicle, Ford never disclosed at
10 the time of purchase that the 2016 Ford Escape contained the Engine Defect, which could cause the
11 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
12 Indeed, Ford concealed this information from consumers, and Ms. Lund was not aware of, and did
13 not have any reason to anticipate, that her vehicle was afflicted by the Engine Defect when she
14 purchased the vehicle.

15 27. Ford's omissions were material to Ms. Lund. If Ford had adequately disclosed these
16 facts before Ms. Lund purchased the vehicle, she would have learned of the concealed information
17 and would not have bought the vehicle or would have paid less for it.

18 28. On November 6, 2020, Ms. Lund took her vehicle in for service at Randall Ford in
19 Fort Smith, Arkansas, to diagnose a check engine light. At the time, Ms. Lund's vehicle had 49,815
20 miles on the odometer and was under warranty.

21 29. The Ford Dealership told Ms. Lund her vehicle was low on engine coolant, and it was
22 leaking into the engine. The Ford Dealership told Ms. Lund the engine in those vehicles was
23 obsolete and that her vehicle would need another engine that would not be available until summer
24 of 2021. The Dealership said that Ms. Lund could not continue a loaner vehicle for that long and
25 the best they could do was offer a trade in because her vehicle could not be repaired.

26 30. Ms. Lund paid Randall Ford for their diagnostic work.

27 31. Despite complaining to Ford about the Engine Defect, Ms. Lund's vehicle has never
28 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of

satisfactory repair for the Engine Defect.

32. As a result of Ford's misconduct and concealment of the Engine Defect, Ms. Lund has overpaid for her 2016 Ford Escape, incurred out-of-pocket expenses, and did not receive the full benefit of the bargain in purchasing the vehicle.

33. Ms. Lund has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Further, Ms. Lund will be unable to rely on Ford's advertising and labelling in the future for the potential purchase of another Ford vehicle.

34. At all times, Ms. Lund, like all Class Members, has driven her vehicle in a manner both foreseeable and in which it was intended to be used.

C. Plaintiffs Amber and Evan West

35. Plaintiffs Amber and Evan West are individuals residing in Palmdale, California.

36. The Wests owned a 2013 Ford Fusion with a 1.6L EcoBoost engine, which they purchased new on May 27, 2013 from Antelope Valley Ford, an authorized Ford dealer in Palmdale, California. The Wests purchased the vehicle for personal, family, and household use.

37. Passenger safety and reliability were important factors to the Wests' decision to purchase the vehicle. Based on the representations Ford made on its website and in advertisements, the Wests believed that the 2013 Ford Fusion was safe, reliable, and utilized state-of-the-art safety technology. In addition, when they went to Antelope Valley Ford to purchase their vehicle on May 27, 2013, the Wests met with a Ford sales representative at the dealership. The sales representative told the Wests that Ford's EcoBoost engine that came standard with the Ford Fusion was state of the art. He also stressed that the vehicle was one of the safest on the highway with a five-star safety rating from the National Highway Traffic Safety Administration (NHTSA). This five-star NHTSA rating was also prominently displayed on a sticker in the vehicle's window. These representations concerning the quality of the EcoBoost engine, and the safety of this vehicle, were consistent with Ford's marketing of its vehicles, were important to the Wests' purchasing decision, and were substantial factors that caused them to purchase the 2013 Ford Fusion.

1 38. Despite the Wests' research prior to purchasing the vehicle, Ford never disclosed at
2 the time of purchase that the 2013 Ford Fusion contained the Engine Defect, which could cause the
3 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
4 Indeed, Ford concealed this information from consumers, and the Wests were not aware of and did
5 not have any reason to anticipate that their vehicle was afflicted by the Engine Defect when they
6 purchased the vehicle.

7 39. Ford's omissions were material to the Wests. If Ford had adequately disclosed these
8 facts before the Wests purchased the vehicle, they would have learned of the concealed information
9 and would not have bought the vehicle or would have paid less for it.

10 40. In September 2016, when the Wests' 2013 Ford Fusion had approximately 47,712
11 miles on the odometer and was still under warranty, the vehicle suddenly lost all power when being
12 driven by Mr. West on the highway. Mr. West had the vehicle towed to Antelope Valley Ford, which
13 informed him that that there was a problem with the coolant sensor. Ford replaced the coolant sensor
14 and told the Wests to add more coolant to the engine. Ford did not tell the Wests that their vehicle
15 was suffering from the Engine Defect.

16 41. Installing the new sensor and adding more coolant failed to fix the Engine Defect. The
17 Wests continued to experience problems with their car: the car would overheat and stop working
18 shortly after starting up, and the "check engine" alert light was frequently illuminated. The Wests
19 brought their 2013 Ford Fusion to the dealership three more times during the vehicle's warranty
20 period for repairs related to the loss of coolant from the vehicle's engine. Rather than actually
21 repairing the vehicle, however, the Ford dealership merely told the Wests to add more coolant to
22 the engine during each of these visits.

23 42. The Wests' problems with their vehicle continued. After the vehicle's warranty
24 expired, Antelope Valley Ford finally told the Wests that their vehicle (which by this point had
25 86,950 miles) was suffering from a coolant leak and needed a new engine. Faced with no other
26 choice, the Wests paid \$6,800 to repair their engine. In addition, they have spent approximately
27 \$1,500 on motor oil, coolant, and sparkplugs trying to fix the Engine Defect since they first brought
28 their vehicle in for repairs in 2016.

1 43. Despite complaining to Ford about the Engine Defect, the Wests' vehicle has never
2 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
3 satisfactory repair for the Engine Defect.

4 44. As a result of Ford's misconduct and concealment of the Engine Defect, the Wests
5 overpaid for their 2013 Ford Fusion, incurred out of pocket losses to repair the engine, and did not
6 receive the full benefit of the bargain in purchasing the vehicle.

7 45. The Wests have lost confidence in the ability of their Class Vehicle to provide safe
8 and reliable transportation for ordinary and advertised purposes. Further, based on their experience,
9 the Wests are not confident that they will be able to rely on Ford's advertising and labeling in the
10 future for the potential purchase of another Ford vehicle.

11 46. At all times, the Wests, like all Class Members, have driven their vehicle in a manner
12 both foreseeable and in which it was intended to be used.

13 **D. Plaintiff Darrick Christodaro**

14 47. Plaintiff Darrick Christodaro is an individual residing in Fredonia, New York.

15 48. Mr. Christodaro owns a 2017 Ford Escape with a 1.5L EcoBoost engine. He
16 purchased the vehicle new on March 25, 2017 from Western Slope Auto, an authorized Ford
17 dealership in Grand Junction, Colorado. Mr. Christodaro purchased the vehicle for personal, family,
18 and household use.

19 49. Passenger safety and reliability were important factors to Mr. Christodaro's decision
20 to purchase the vehicle. Prior to purchasing the 2017 Ford Escape, Mr. Christodaro researched the
21 vehicle on the internet, reviewed Ford advertisements and sales brochures, discussed the vehicle
22 with a Ford representative at Western Slope Auto, and test drove the vehicle. Based on Ford's
23 representations, Mr. Christodaro was led to believe that the 2017 Ford Escape was, among other
24 things, a safe, reliable, and high quality vehicle.

25 50. Despite Mr. Christodaro's research prior to purchasing the vehicle, Ford never
26 disclosed at the time of purchase that the 2017 Ford Escape contained the Engine Defect, which
27 could cause the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an
28 engine fire. Indeed, Ford concealed this information from consumers, and Mr. Christodaro was not

1 aware of, and did not have any reason to anticipate that his vehicle was afflicted by the Engine
2 Defect when he purchased the vehicle.

3 51. Ford's omissions were material to Mr. Christodaro. If Ford had adequately disclosed
4 these facts before Mr. Christodaro purchased the vehicle, he would have learned of the concealed
5 information and would not have bought the vehicle or would have paid less for it.

6 52. On February 14, 2020, Mr. Christodaro brought his vehicle in for a service
7 appointment at Shults Ford-Lincoln, an authorized Ford dealership in Jamestown, New York. At
8 this time, the vehicle had only 59,918 miles on it. As such, the vehicle was still covered by Ford's
9 warranty. Mr. Christodaro asked Shults Ford-Lincoln to check his car for signs of the issues
10 described in CSP #19B37, which warned that "affected vehicles may exhibit coolant intrusion into
11 the cylinder bores." Shults Ford-Lincoln did nothing other than reprogram Mr. Christodaro's
12 vehicle's PCM.

13 53. Less than a month later, Mr. Christodaro attempted to turn his vehicle on. The vehicle,
14 which had been working normally, was suddenly without power. When Mr. Christodaro finally got
15 the vehicle to start, it started shaking violently and shut down again. The "check engine" alert light
16 then illuminated.

17 54. Mr. Christodaro brought his vehicle back to Shults Ford-Lincoln on March 10, 2020.
18 By this point, Mr. Christodaro's vehicle had 61,272 miles on it and was therefore barely out of
19 warranty. Shults Ford-Lincoln informed Mr. Christodaro they would have to perform a pressure
20 check on his vehicle. Shults Ford-Lincoln did not replace Mr. Christodaro's engine or otherwise
21 remedy the Engine Defect.

22 55. Throughout that spring, Mr. Christodaro's vehicle continued to regularly refuse to
23 start or misfire. He brought the vehicle back to Shults Ford-Lincoln, which informed Mr.
24 Christodaro that he would have to pay to replace his vehicle's engine. Mr. Christodaro requested
25 that Ford cover the cost of this repair, but Ford refused. Mr. Christodaro did not undergo the repair
26 procedure at this time.

27 56. In mid-July 2020, Mr. Christodaro's vehicle again failed to start, this time for good.
28 Mr. Christodaro arranged to have his vehicle towed (at his own expense) to Gowanda Ford, which

1 quoted Mr. Christodaro \$5,098.37 to replace his vehicle's engine plus the cost of towing his vehicle.
2 Left without any alternative, Mr. Christodaro had to pay out of pocket for the repairs.

3 57. Despite complaining to Ford about the Engine Defect, Mr. Christodaro's vehicle has
4 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
5 of satisfactory repair for the Engine Defect.

6 58. As a result of Ford's misconduct and concealment of the Engine Defect, Mr.
7 Christodaro has overpaid for his 2017 Ford Escape, incurred out of pocket losses to repair the
8 engine, and did not receive the full benefit of the bargain in purchasing the vehicle.

9 59. Mr. Christodaro has lost confidence in the ability of his Class Vehicle to provide safe
10 and reliable transportation for ordinary and advertised purposes. Further, Mr. Christodaro will be
11 unable to rely on Ford's advertising and labeling in the future for the potential purchase of another
12 Ford vehicle.

13 60. At all times, Mr. Christodaro, like all Class Members, has driven his vehicle in a
14 manner both foreseeable and in which it was intended to be used.

15 **E. Plaintiff Amy Hoffer**

16 61. Plaintiff Amy Hoffer is an individual residing in Jacksonville, Florida.

17 62. Ms. Hoffer owns a 2017 Ford Edge with a 2.0L EcoBoost engine, which she, with her
18 husband Kevin Hoffer, purchased used in or around May 2018, from Arlington Toyota in
19 Jacksonville, Florida. The vehicle had approximately 34,000 miles on the odometer at the time of
20 purchase. Plaintiff Hoffer purchased her 2017 Ford Edge primarily for personal, family, or
21 household use.

22 63. Passenger safety and reliability were important factors in Plaintiff Hoffer's decision
23 to purchase her vehicle. Prior to purchasing her 2017 Ford Edge, Plaintiff Hoffer researched her
24 vehicle. Plaintiff Hoffer's husband, Kevin Hoffer, did a general online search for information on
25 the vehicle, visited the manufacturer's website, reviewed the window sticker and documents
26 provided at the dealership, and went on a test drive. Based on Ford's representations, Plaintiff Hoffer
27 was led to believe that her 2017 Ford Edge was, among other things, a safe, reliable, and high quality
28 vehicle.

1 64. Despite Ms. Hoffer and her husband's research prior to purchasing the vehicle, Ford
2 never disclosed at the time of purchase that the 2017 Ford Edge contained the Engine Defect, which
3 could cause the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an
4 engine fire. Indeed, Ford concealed this information from consumers, and Ms. Hoffer was not aware
5 of, and did not have any reason to anticipate that her vehicle was afflicted by the Engine Defect
6 when she purchased the vehicle.

7 65. Ford's omissions were material to Plaintiff Hoffer. Had Ford disclosed its knowledge
8 of the Engine Defect before she purchased her 2017 Ford Edge, Plaintiff Hoffer would have learned
9 of the concealed information and would not have bought the vehicle or would have paid less for it.

10 66. On or around February 15, 2021, when the vehicle had approximately 67,000 miles
11 on the odometer, the check engine light illuminated while driving. Plaintiff Hoffer brought her
12 vehicle to Ford Duval, an authorized Ford dealership in Jacksonville, Florida. The dealership stated
13 that the engine block was cracked, causing coolant to leak on the pistons and the only solution was
14 installing a new engine. The dealership further stated that a used engine was not an option because
15 it would also fail and recommended a new, redesigned engine. Plaintiff Hoffer brought her vehicle
16 to an independent mechanic who installed the redesigned engine. To date, Plaintiff Hoffer has paid
17 over \$5,800 for repairs.

18 67. Despite complaining to Ford about the Engine Defect, Plaintiff Hoffer's vehicle was
19 never adequately and permanently repaired despite the engine replacement, as Ford has failed to
20 issue a recall or other form of satisfactory repair for the Engine Defect.

21 68. As a result of Ford's misconduct and concealment of the Engine Defect, Ms. Hoffer
22 has overpaid for her 2017 Ford Edge, incurred out of pocket losses to entirely replace the engine,
23 and did not receive the full benefit of the bargain in purchasing the vehicle.

24 69. Despite purchasing a new engine, Ms. Hoffer has lost confidence in the ability of her
25 Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes.
26 Further, Ms. Hoffer will be unable to rely on Ford's advertising and labelling in the future for the
27 potential purchase of another Ford vehicle.

28 70. At all times, Ms. Hoffer, like all Class Members, has driven her vehicle in a manner

both foreseeable and in which it was intended to be used.

F. Plaintiff Jillian Constable

71. Plaintiff Jillian Constable is an individual residing in St. Augustine, Florida.

72. Ms. Constable owns a 2016 Ford Edge with a 2.0L EcoBoost engine, which she purchased used on August 25, 2017 from Chestatee Ford, an authorized Ford dealer in Dahlonega, Georgia. The vehicle had approximately 29,000 miles at the time of purchase. Ms. Constable purchased the vehicle for personal, family, and household use. The warranty start date for the vehicle was on or around July 4, 2016.

73. Passenger safety and reliability were important factors to Ms. Constable's decision to purchase the vehicle. Prior to purchasing the 2016 Ford Edge, Ms. Constable researched the vehicle by conducting general online searches on Google, visiting the dealership website, reviewing the Monroney label (window sticker), test driving the vehicle, discussing the vehicle with the salesperson who informed her it was a good family car, and comparing models in Kelley Blue Book. Based on Ford's representations, Ms. Constable was led to believe that the 2016 Ford Edge was, among other things, a safe, reliable, and high quality vehicle.

74. Despite Ms. Constable's research prior to purchasing the vehicle, Ford never disclosed at the time of purchase that the 2016 Ford Edge contained the Engine Defect, which could cause the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire. Indeed, Ford concealed this information from consumers, and Ms. Constable was not aware of, and did not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she purchased the vehicle.

75. Ford's omissions were material to Ms. Constable. If Ford had adequately disclosed these facts before Ms. Constable purchased the vehicle, she would have learned of the concealed information and would not have bought the vehicle or would have paid less for it.

76. On or around December 25, 2020, Ms. Constable first started experiencing problems with the engine in her vehicle, including the vehicle idling when driving. On or around December 29, 2020, the car engine light illuminated, and Ms. Constable brought her vehicle to an independent mechanic who found that the diagnostic trouble codes indicated a cylinder misfire. The independent

1 mechanic advised that this was common issue and scheduled a repair for the next week. On or
2 around January 2, 2021 at 73,866 miles, after the car engine light illuminated a second time and
3 before the scheduled the repair, Ms. Constable brought her vehicle to Auto Nation Ford Dealership.
4 The dealership said the engine failed due to overheating and an internal leak resulting in no coolant
5 in the vehicle and coolant found in the oil and replaced the engine.

6 77. Ms. Constable spent approximately \$5,800 on repairs, including replacing the engine,
7 in an attempt to fix the issue.

8 78. Despite complaining to Ford about the Engine Defect, Ms. Constable's vehicle has
9 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
10 of satisfactory repair for the Engine Defect.

11 79. As a result of Ford's misconduct and concealment of the Engine Defect, Ms.
12 Constable has overpaid for her 2016 Ford Edge, incurred out of pocket losses to repair the engine,
13 and did not receive the full benefit of the bargain in purchasing the vehicle.

14 80. Ms. Constable has lost confidence in the ability of her Class Vehicle to provide safe
15 and reliable transportation for ordinary and advertised purposes. Further, Ms. Constable will be
16 unable to rely on Ford's advertising and labeling in the future for the potential purchase of another
17 Ford vehicle.

18 81. At all times, Ms. Constable, like all Class Members, has driven her vehicle in a manner
19 both foreseeable and in which it was intended to be used.

20 **G. Plaintiff Monterio Butcher**

21 82. Plaintiff Monterio Butcher is an individual residing in Hampton, Georgia.

22 83. Mr. Butcher owned a 2013 Ford Escape with a 2.0L EcoBoost, which he purchased
23 used on or around November 30, 2020 from Autodeals in Jonesboro, Georgia. Mr. Butcher
24 purchased the vehicle for personal, family, and household use.

25 84. Passenger safety and reliability were important factors to Mr. Butcher's decision to
26 purchase the vehicle. Prior to purchasing the vehicle, Mr. Butcher conducted research on the internet
27 about the vehicle, visited Ford's website, and saw Ford advertisements. All of the research and
28 advertising caused Butcher to believe that the vehicle was safe, reliable, and built with quality

1 components. These were critical factors in Mr. Butcher's purchasing decision because he intended
2 to utilize the vehicle to transport children. Based on Ford's representations, Mr. Butcher was led to
3 believe that the 2013 Ford Escape was, among other things, a safe, reliable, and high quality vehicle.

4 85. Despite Mr. Butcher's research prior to purchasing the vehicle, Ford never disclosed
5 at the time of purchase that the 2013 Ford Escape contained the Engine Defect, which could cause
6 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
7 Indeed, Ford concealed this information from consumers, and Mr. Butcher was not aware of, and
8 did not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
9 purchased the vehicle.

10 86. Ford's omissions were material to Mr. Butcher. If Ford had adequately disclosed these
11 facts before Mr. Butcher purchased the vehicle, he would have learned of the concealed information
12 and would not have bought the vehicle or would have paid less for it. Safety and reliability were
13 Mr. Butcher's prime concerns when making this purchase.

14 87. On January 1, 2021, just a month after purchasing his vehicle, Mr. Butcher was
15 driving in the vehicle with his girlfriend and daughter. The check engine light came on and white
16 smoke was exiting the engine. Mr. Butcher realized the vehicle was overheating so he pulled into a
17 parking lot. He opened the hood of the car and, shortly thereafter, the engine caught fire causing a
18 total loss of the car. Prior to this incident, Mr. Butcher had experienced coolant leaking from his
19 vehicle on numerous occasions. Mr. Butcher had to replace the coolant three times in one month
20 because so much had leaked from the engine.

21 88. Mr. Butcher complained about the engine fire to an authorized Ford dealership.
22 Although the car was a total loss, the dealership refused to cover the cost of replacement because
23 the vehicle was no longer in warranty.

24 89. Despite complaining to Ford about the Engine Defect, Mr. Butcher's vehicle has never
25 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
26 satisfactory repair for the Engine Defect.

27 90. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Butcher
28 overpaid for his 2013 Ford Escape, lost the use of his vehicle, incurred costs related to the loss of

1 use of his vehicle, and did not receive the full benefit of the bargain in purchasing the vehicle.

2 91. Mr. Butcher lost confidence in the ability of his Class Vehicle to provide safe and
3 reliable transportation for ordinary and advertised purposes. Further, Mr. Butcher will be unable to
4 rely on Ford's advertising and labeling in the future for the potential purchase of another Ford
5 vehicle.

6 92. Mr. Butcher provided Ford with notice of the defect through written correspondence
7 dated May 21, 2021 and delivered to Ford via certified mail. Ford has not responded to Mr.
8 Butcher's demand that Ford correct or repair the Engine Defect and compensate Mr. Butcher and
9 all others who were similarly harmed by the Defect.

10 93. At all times, Mr. Butcher, like all Class Members, has driven his vehicle in a manner
11 both foreseeable and in which it was intended to be used.

12 **H. Plaintiff Harlampi Bozhinov**

13 94. Plaintiff Harlampi Bozhinov is an individual residing in Willowbrook, Illinois.

14 95. Mr. Bozhinov owns a 2018 Ford Fusion with a 1.5L EcoBoost engine, which he
15 purchased new on August 1, 2018 from Willowbrook Ford, an authorized Ford dealer in
16 Willowbrook, Illinois. Mr. Bozhinov purchased the vehicle for personal, family, and household use.

17 96. Passenger safety and reliability were important factors to Mr. Bozhinov's decision to
18 purchase the vehicle. Prior to purchasing the 2018 Ford Fusion, Mr. Bozhinov researched the vehicle
19 by doing general online searches on Google, watching in excess of 20 commercials, visiting the
20 dealership website, reviewing the Monroney Label (window sticker), receiving a recommendation
21 from the salesperson to purchase the vehicle, researching the vehicle on Edmunds.com, and test
22 driving the vehicle. Based on Ford's representations, Mr. Bozhinov was led to believe that the 2018
23 Ford Fusion was, among other things, a safe, reliable, and high quality vehicle.

24 97. Despite Mr. Bozhinov's research prior to purchasing the vehicle, Ford never disclosed
25 at the time of purchase that the 2018 Ford Fusion contained the Engine Defect, which could cause
26 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
27 Indeed, Ford concealed this information from consumers, and Mr. Bozhinov was not aware of, and
28

1 did not have any reason to anticipate, that his vehicle was afflicted by the Engine Defect when he
2 purchased the vehicle.

3 98. Ford's omissions were material to Mr. Bozhinov. If Ford had adequately disclosed
4 these facts before Mr. Bozhinov purchased the vehicle, he would have learned of the concealed
5 information and would not have bought the vehicle or would have paid less for it.

6 99. On or around May 10, 2019, Plaintiff Bozhinov was driving on a highway at a speed
7 of approximately seventy-five miles per hour when the engine block cracked. He brought his vehicle
8 to the dealership who found that coolant in the third cylinder caused the engine block to crack. The
9 dealership replaced the entire system, keeping his car for two months.

10 100. Despite complaining to Ford about the Engine Defect, Mr. Bozhinov's vehicle has
11 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
12 of satisfactory repair for the Engine Defect.

13 101. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Bozhinov
14 has overpaid for his 2018 Ford Fusion and did not receive the full benefit of the bargain in
15 purchasing the vehicle.

16 102. Mr. Bozhinov has lost confidence in the ability of his Class Vehicle to provide safe
17 and reliable transportation for ordinary and advertised purposes. Further, Mr. Bozhinov will be
18 unable to rely on Ford's advertising and labeling in the future for the potential purchase of another
19 Ford vehicle.

20 103. At all times, Mr. Bozhinov, like all Class Members, has driven his vehicle in a manner
21 both foreseeable and in which it was intended to be used.

22 **I. Plaintiff Mary Glade**

23 104. Plaintiff Mary Glade is an individual residing in Fox Lake, Illinois.

24 105. Ms. Glade owns a 2017 Ford Escape with a 1.5L EcoBoost engine, which she
25 purchased used in October of 2019 from Sherman Dodge in Skokie, Illinois. The vehicle had
26 approximately 52,000 miles at the time of purchase. Ms. Glade purchased the vehicle for personal,
27 family, and household use. The vehicle had a warranty start date of July 15, 2017.

28 106. Passenger safety and reliability were important factors to Ms. Glade's decision to

1 purchase the vehicle. Prior to purchasing the 2017 Ford Escape, Ms. Glade researched the vehicle
2 by conducting a general online search for information on the vehicle, visited the dealership's
3 website, reviewing the Monroney Label (window sticker) and documents provided at the dealership,
4 and went on a test. Based on Ford's representations, Ms. Glade was led to believe that the 2017
5 Ford Escape was, among other things, a safe, reliable, and high quality vehicle.

6 107. Despite Ms. Glade's research prior to purchasing the vehicle, Ford never disclosed at
7 the time of purchase that the 2017 Ford Escape contained the Engine Defect, which could cause the
8 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
9 Indeed, Ford concealed this information from consumers, and Ms. Glade was not aware of, and did
10 not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
11 purchased the vehicle.

12 108. Ford's omissions were material to Ms. Glade. If Ford had adequately disclosed these
13 facts before Ms. Glade purchased the vehicle, she would have learned of the concealed information
14 and would not have bought the vehicle or would have paid less for it.

15 109. On or about September 29, 2020, Plaintiff Glade was driving her vehicle when the
16 engine light illuminated. She immediately pulled to the side of the road and called a tow truck to
17 take her vehicle to an independent mechanic. The mechanic initially diagnosed the issue as a misfire
18 in the cylinder, but upon further investigation, the mechanic found a Ford technical service bulletin
19 ("TSB") stating there was an issue with coolant leaking into the engine block and confirmed that
20 was the issue with Ms. Glade's vehicle. Ford informed the mechanic that the engine would need a
21 rebuild and sold the mechanic an updated version of the engine to be installed in Ms. Glade's
22 vehicle. Ms. Glade contacted Ford directly and requested that it cover the repair, but Ford refused,
23 instead offering to sell Ms. Glade a new engine at her own expense.

24 110. To date, Plaintiff Glade has paid over \$4,800 for repairs.

25 111. Despite complaining to Ford about the Engine Defect, Ms. Glade's vehicle has never
26 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
27 satisfactory repair for the Engine Defect.

28 112. As a result of Ford's misconduct and concealment of the Engine Defect, Ms. Glade

1 has overpaid for her 2017 Ford Escape, incurred out of pocket losses to repair the engine, and did
2 not receive the full benefit of the bargain in purchasing the vehicle.

3 113. Ms. Glade has lost confidence in the ability of her Class Vehicle to provide safe and
4 reliable transportation for ordinary and advertised purposes. Further, Ms. Glade will be unable to
5 rely on Ford's advertising and labelling in the future for the potential purchase of another Ford
6 vehicle.

7 114. At all times, Ms. Glade, like all Class Members, has driven her vehicle in a manner
8 both foreseeable and in which it was intended to be used.

9 **J. Plaintiff Teresa Balaszek**

10 115. Plaintiff Teresa Balaszek is an individual residing in Hobart, Indiana.

11 116. Ms. Balaszek owns a 2017 Ford Escape with a 1.5L EcoBoost engine, which she
12 purchased new on November 23, 2016 from Webb Ford, Inc., an authorized Ford dealership in
13 Highland, Indiana. Ms. Balaszek purchased the vehicle for personal, family, and household use.

14 117. Passenger safety and reliability were important factors to Ms. Balaszek's decision to
15 purchase the vehicle. Prior to purchasing the 2017 Ford Escape, Ms. Balaszek researched the vehicle
16 by visiting the dealership's website and the manufacturer's website, performing a general online
17 search for information on the vehicle, reviewing documents provided at the dealership, and test
18 driving the vehicle. Based on Ford's representations, Ms. Balaszek was led to believe that the 2017
19 Ford Escape was, among other things, a safe, reliable, and high quality vehicle.

20 118. Despite Ms. Balaszek's research prior to purchasing the vehicle, Ford never disclosed
21 at the time of purchase that the 2017 Ford Escape contained the Engine Defect, which could cause
22 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
23 Indeed, Ford concealed this information from consumers, and Ms. Balaszek was not aware of, and
24 did not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
25 purchased the vehicle.

26 119. Ford's omissions were material to Ms. Balaszek. If Ford had adequately disclosed
27 these facts before Ms. Balaszek purchased the vehicle, she would have learned of the concealed
28 information and would not have bought the vehicle or would have paid less for it.

1 120. On or around December 27, 2019, with approximately 80,000 miles on the odometer,
2 Ms. Balaszek took her vehicle to Take 5 Oil Change to change her vehicle's oil. During the visit,
3 Ms. Balaszek heard the technicians state that her coolant was completely empty, which they refilled.
4 Subsequently, in or around September 2020, with approximately 90,000 miles on the odometer, Ms.
5 Balaszek noticed a substantial amount of white smoke emerging from the hood of her vehicle when
6 she started the vehicle. She called Webb Ford, Inc. and spoke with the salesperson who sold her the
7 vehicle. She was informed that to even look over the vehicle, she would have to pay \$100 diagnostic
8 fee, and that they would not waive this fee even after she asked specifically. Shortly thereafter, Ms.
9 Balaszek brought her vehicle to an independent mechanic for an oil change and asked about the
10 smoke. She was informed that the issue causing the smoke was not worth fixing and she was advised
11 to trade in her vehicle. On or around September 22, 2020, Ms. Balaszek took her vehicle to Dean's
12 Auto Repair, an independent mechanic, who found coolant had leaked into the engine cylinders and
13 that the engine would have to be rebuilt.

14 121. To date, Ms. Balaszek has paid \$682.88 for repairs. In addition, Ms. Balaszek lost use
15 of her vehicle for approximately one month while it was being repaired and incurred approximately
16 \$1,182 in out-of-pocket expenses in connection with using a rental vehicle.

17 122. Despite complaining to Ford about the Engine Defect, Ms. Balaszek's vehicle has
18 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
19 of satisfactory repair for the Engine Defect.

20 123. As a result of Ford's misconduct and concealment of the Engine Defect, Ms. Balaszek
21 has overpaid for her 2017 Ford Escape, incurred \$682.88 in out of pocket losses to repair the engine
22 as well as approximately \$1,182 in additional costs for a rental vehicle and loss of use of her vehicle
23 while it was being repaired, and did not receive the full benefit of the bargain in purchasing the
24 vehicle.

25 124. Ms. Balaszek has lost confidence in the ability of her Class Vehicle to provide safe
26 and reliable transportation for ordinary and advertised purposes. Further, Ms. Balaszek will be
27 unable to rely on Ford's advertising and labelling in the future for the potential purchase of another
28 Ford vehicle.

1 125. At all times, Ms. Balaszek, like all Class Members, has driven her vehicle in a manner
2 both foreseeable and in which it was intended to be used.

3 **K. Plaintiffs Craig and Kelly Morford**

4 126. Plaintiffs Craig and Kelly Morford are individuals residing in Lee's Summit,
5 Missouri.

6 127. The Morfords own a 2017 Ford Escape with a 2.0L EcoBoost engine, which they
7 purchased new on or around April 18, 2017, from Shawnee Mission Ford, a Ford authorized
8 dealership located in Shawnee, Kansas.

9 128. The Morfords purchased their 2017 Ford Escape primarily for personal, family, or
10 household use.

11 129. Passenger safety and reliability were important factors in the Morfords' decision to
12 purchase their vehicle. Before making their purchase, the Morfords spent four months researching
13 the 2017 Ford Escape and comparing it to other vehicles including visiting Ford's website. They
14 viewed commercials and advertisements, reviewed brochures and the window sticker, spoke with a
15 salesperson at the dealership regarding the 2017 Ford Escape, and went on a test drive with the
16 dealership salesperson. Based on Ford's representations, the Morfords were led to believe that the
17 2017 Ford Escape was, among other things, a safe, reliable, and high quality vehicle.

18 130. Despite the Morfords' research prior to purchasing the vehicle, Ford never disclosed
19 at the time of purchase that the 2017 Ford Escape contained the Engine Defect, which could cause
20 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
21 Indeed, Ford concealed this information from consumers, and the Morfords were not aware of, and
22 did not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
23 purchased the vehicle

24 131. Ford's omissions were material to the Morfords. Had Ford disclosed its knowledge of
25 the Engine Defect before they purchased their 2017 Ford Escape, the Morfords would have learned
26 of the concealed information and would not have bought the vehicle or would have paid less for it.

27 132. In or around October of 2020, with approximately 66,331 miles on the odometer, the
28 Morfords began to experience the Engine Defect. The car would idle rough and seem to misfire

1 while driving. Plaintiff Craig Morford delivered the vehicle to Bob Sight Auto Group, an authorized
 2 Ford repair facility. He complained that his vehicle's check engine light was illuminated, and that
 3 the vehicle seemed to shake at idle. The technician noted: "RAN ON IDS. P0302, P0316 IN
 4 SYSTEM, COOLANT LEVEL LOW, PRESSURE TEST SYSTEM. REMOVE SPARK PLUG
 5 AND INSPECT CYLINDERS FOR COOLANT. FOUND COOLANT LEAKING INTO
 6 CYLINDER."

7 133. Plaintiff Craig Morford was informed that he would have to pay \$5,950.00 to
 8 "REPLACE LONG BLOCK DUE TO COOLANT INRUPTION [INTRUSION] INTO
 9 CYLINDER #2." He was charged \$100.00 for the diagnosis. The Morfords' vehicle has never been
 10 repaired or the engine replaced, and it continues to be defective.

11 134. Despite complaining to Ford about the Engine Defect, Plaintiff Morfords' vehicle was
 12 never adequately and permanently repaired despite the engine replacement, as Ford has failed to
 13 issue a recall or other form of satisfactory repair for the Engine Defect.

14 135. As a result of Ford's misconduct and concealment of the Engine Defect, the Morfords
 15 overpaid for their 2017 Ford Escape, incurred out of pocket losses, and did not receive the full
 16 benefit of the bargain in purchasing the vehicle.

17 136. The Morfords have lost confidence in the ability of their Class Vehicle to provide safe
 18 and reliable transportation for ordinary and advertised purposes. Further, the Morfords will be
 19 unable to rely on Ford's advertising and labeling in the future for the potential purchase of another
 20 Ford vehicle.

21 137. At all times, the Morfords, like all Class Members, have driven their vehicle in a
 22 manner both foreseeable and in which it was intended to be used.

23 **L. Plaintiffs Aaron and Victoria Manfra**

24 138. Plaintiffs Aaron and Victoria Manfra are individuals residing in Westminster,
 25 Maryland.

26 139. The Manfras own a 2017 Ford Fusion with a 1.5L EcoBoost Engine, which they
 27 purchased on or about February 18, 2017, from Len Stoler Ford, an authorized Ford dealership in
 28 Owings Mills, Maryland.

1 140. The Manfra Plaintiffs purchased their 2017 Ford Fusion primarily for personal,
2 family, or household use.

3 141. Passenger safety and reliability were important factors in the Manfra Plaintiffs'
4 decision to purchase their vehicle. Prior to purchasing their 2017 Ford Fusion, the Manfra Plaintiffs
5 researched their vehicle. Aaron Manfra did a general online search for information on the vehicle,
6 viewed YouTube videos about the vehicle, reviewed the window sticker and documents provided
7 at the dealership, and went on a test drive. They also spoke with a salesperson at the dealership
8 regarding the 2017 Ford Fusion who stated that it had a 5-star crash rating. Based on Ford's
9 representations, the Manfras were led to believe that the 2017 Ford Fusion was, among other things,
10 a safe, reliable, and high quality vehicle.

11 142. Despite the Manfras' research prior to purchasing the vehicle, Ford never disclosed at
12 the time of purchase that the 2017 Ford Fusion contained the Engine Defect, which could cause the
13 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
14 Indeed, Ford concealed this information from consumers, and the Manfras were not aware of, and
15 did not have any reason to anticipate, that their vehicle was afflicted by the Engine Defect when
16 they purchased the vehicle.

17 143. Ford's omissions were material to the Manfra Plaintiffs. Had Ford disclosed its
18 knowledge of the Engine Defect before they purchased their 2017 Ford Fusion, Plaintiffs Manfra
19 would have learned of the concealed information and would not have bought the vehicle or would
20 have paid less for it.

21 144. In or around early October 2020, Plaintiffs were driving their vehicle on the highway
22 when the engine light came on and the engine lost about 50% of its power. The vehicle also began
23 to ride rough. They had it towed to a local, independent mechanic who found that there had been a
24 misfire in cylinder 2. After pulling the spark plug, the mechanic observed coolant in the cylinder
25 and then advised Plaintiffs to take the vehicle to an authorized Ford dealership. On or about October
26 6, 2020, Plaintiffs had the vehicle towed to Crouse Ford, an authorized Ford dealership in
27 Taneytown, Maryland. Plaintiffs were then informed that the EcoBoost engine in their vehicle has
28 a defect in the short block, which over time caused coolant to leak into the cylinder. Plaintiffs were

1 also told that the dealership had seen five or six other vehicles come in with the same problem.
2 Plaintiffs asked if the repair would be done under warranty, because Ford had known of the Defect,
3 but Ford declined to provide the repair free of cost because Plaintiffs' vehicle had 64,500 miles on
4 the odometer. As a result, Plaintiffs were forced to pay nearly \$4,000 to have the short block
5 replaced and their engine clean and rebuilt.

6 145. Despite complaining to Ford about the Engine Defect, Plaintiffs Manfras' vehicle was
7 never adequately and permanently repaired despite the engine replacement, as Ford has failed to
8 issue a recall or other form of satisfactory repair for the Engine Defect.

9 146. As a result of Ford's misconduct and concealment of the Engine Defect, the Manfras
10 have overpaid for their 2017 Ford Fusion, incurred out of pocket losses to entirely replace the
11 engine, and did not receive the full benefit of the bargain in purchasing the vehicle.

12 147. Despite purchasing a new engine, the Manfras lost confidence in the ability of their
13 Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes.
14 Further, the Manfras will be unable to rely on Ford's advertising and labeling in the future for the
15 potential purchase of another Ford vehicle.

16 148. At all times, the Manfras, like all Class Members, have driven their vehicle in a
17 manner both foreseeable and in which it was intended to be used.

18 **M. Plaintiff Stacey Coppock**

19 149. Plaintiff Stacey Coppock is an individual residing in Howell, Michigan.

20 150. On or around September 6, 2017, Plaintiff Coppock purchased a new 2017 Ford Edge
21 with a 2.0L EcoBoost engine from Brighton Ford, a Ford authorized dealership located in Brighton,
22 Michigan. Ms. Coppock purchased her 2017 Ford Edge primarily for personal, family, or household
23 use.

24 151. Passenger safety and reliability were important factors in Plaintiff Coppock's decision
25 to purchase her vehicle. Before making her purchase, Plaintiff Coppock spent approximately two
26 weeks researching and comparing the 2017 Ford Edge and visiting dealer websites. Plaintiff
27 Coppock reviewed the window sticker, vehicle information sheet and vehicle information brochure,
28 and spoke with a salesperson at the dealership regarding the 2017 Ford Edge and went on a test

1 drive of the vehicle. Plaintiff Coppock believed that the 2017 Ford Edge would be a safe and reliable
2 vehicle.

3 152. Despite Ms. Coppock's research prior to purchasing the vehicle, Ford never disclosed
4 at the time of purchase that the 2017 Ford Edge contained the Engine Defect, which could cause the
5 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
6 Indeed, Ford concealed this information from consumers, and Ms. Coppock was not aware of, and
7 did not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
8 purchased the vehicle.

9 153. Ford's omissions were material to Plaintiff Coppock. Had Ford disclosed its
10 knowledge of the Engine Defect before she purchased her 2017 Ford Edge, Plaintiff Coppock would
11 have seen and been aware of the disclosures. Furthermore, had she known of the Engine Defect,
12 Plaintiff Coppock would not have purchased her vehicle or would have paid less for her vehicle.

13 154. On or around October 8, 2019, with approximately 64,041 miles on the odometer,
14 Plaintiff Coppock began to experience the Engine Defect. On that date, Plaintiff Coppock delivered
15 her vehicle to Brighton Ford complaining that her engine light was illuminated, and that the vehicle
16 had a coolant smell. The technician found that diagnostic trouble codes P0301, P0012, and P0217,
17 confirmed that the D8 Block was cracked in cylinder number 1, and low coolant levels. The
18 technician noted: "VERIFIED CHECK ENGINE LIGHT IS ON DTC P0012, P0217, P0301 AND
19 LOW COOLANT ADD AND PRESSURE TESTED COOLING SYSTEM LOOSING (sp) 4PSI
20 AFTER 5HRS REMOVED SPARK PLUG FOUND COOLANT NO1 CYLINDER WITH BORE
21 SCOPE. FOUND TSB 19-2346. REMOVED ENGINE AND REPLACED LONG BLOCK
22 ENGINE AND ALL GASKET FITTING LINES BOLTES PER TSB AND WORKSHOP
23 [WORKSHOP] MANUAL, RE-ASSEMBLED INSTALLED AND CLAR DTC RESET MISFIRE
24 PROFILE AND ROAD TESTED AND RETESTED PASSED." Plaintiff Coppock was forced to
25 pay \$3,314.00 for the repair.

26 155. Despite complaining to Ford about the Engine Defect, Plaintiff Coppock's vehicle
27 was never adequately and permanently repaired despite the engine replacement, as Ford has failed
28 to issue a recall or other form of satisfactory repair for the Engine Defect.

156. As a result of Ford's misconduct and concealment of the Engine Defect, Plaintiff Coppock overpaid for her 2017 Ford Edge, incurred out of pocket losses to replace the engine, and did not receive the full benefit of the bargain in purchasing the vehicle.

157. Despite purchasing a new engine, Plaintiff Coppock lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Further, Plaintiff Coppock will be unable to rely on Ford's advertising and labeling in the future for the potential purchase of another Ford vehicle.

158. At all times, Plaintiff Coppock, like all Class Members, has driven her vehicle in a manner both foreseeable and in which it was intended to be used.

N. Plaintiff Rachel Goodrich

159. Plaintiff Rachel Goodrich is an individual residing in Muskegon, Michigan.

160. Ms. Goodrich owned a 2017 Ford Fusion with a 1.5L EcoBoost engine, which she purchased used on or about August 29, 2018, from Preferred Chrysler in Muskegon, Michigan, which is a companion dealership to Preferred Ford in Grand Haven, Michigan, an authorized Ford dealer. The vehicle had approximately 33,000 miles at the time of purchase. The warranty start date for the vehicle was on or around August 19, 2016. Ms. Goodrich purchased the vehicle for personal, family, and household use.

161. Passenger safety and reliability were important factors in Plaintiff Goodrich's decision to purchase her vehicle. Prior to purchasing her 2017 Ford Fusion, Plaintiff Goodrich researched the vehicle by reviewing the window sticker and her husband test drove the vehicle. She also spoke to a salesperson at the dealership regarding her vehicle, who told her that there was nothing wrong with the vehicle and that it had never been in an accident. Based on Ford's representations, Ms. Goodrich was led to believe that the 2017 Ford Fusion was, among other things, a safe, reliable, and high quality vehicle.

162. Despite Ms. Goodrich's research prior to purchasing the vehicle, Ford never disclosed at the time of purchase that the 2017 Ford Fusion contained the Engine Defect, which could cause the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire. Indeed, Ford concealed this information from consumers, and Ms. Goodrich was not aware of, and

1 did not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
2 purchased the vehicle.

3 163. Ford's omissions were material to Plaintiff Goodrich. Had Ford disclosed its
4 knowledge of the Engine Defect before she purchased her 2017 Ford Fusion, Plaintiff Goodrich
5 would have learned of the concealed information and would not have bought the vehicle or would
6 have paid less for it.

7 164. On or about September 5, 2018, just days after purchasing her vehicle, Plaintiff
8 Goodrich was driving her vehicle when the check engine light illuminated, and the engine
9 overheated, resulting in the vehicle stalling. The vehicle had less than 36,000 miles at that time and
10 was still covered under warranty. Ms. Goodrich took her vehicle to Preferred Ford, where a
11 technician found engine codes P1299 and P1285, as well as no coolant in the engine. The technician
12 reset the codes and filled the engine with coolant. A few days later, with less than 36,000 miles on
13 the vehicle, Plaintiff Goodrich was driving her vehicle when the check engine light illuminated
14 again, and the engine overheated again, resulting in the vehicle stalling again, and she brought the
15 vehicle back to Preferred Ford and a technician there filled the engine with coolant again and gave
16 the vehicle back to her. Since that time, Plaintiff has repeatedly taken her vehicle to Preferred Ford
17 because the vehicle has overheated, and she has spent about \$1,000 on repairs such as new spark
18 plugs and coils in an attempt to fix the issue.

19 165. On or about October 29, 2020, the check engine light illuminated in Plaintiff
20 Goodrich's vehicle once again while it was being driven and the vehicle began overheating. The
21 vehicle stalled and white smoke came from the dash. Ms. Goodrich took her vehicle to Preferred
22 Ford, where a technician found low coolant and the codes P0300 and P0316. The vehicle also failed
23 the pressure test. The dealership advised Plaintiff the vehicle needs a new engine and quoted a cost
24 of approximately \$8,700. Because she could not afford such a costly repair, the vehicle was
25 inoperable for several months. On or about January 5, 2021, Plaintiff Goodrich took her vehicle to
26 Great Lakes Ford of Muskegon, who confirmed that she needed a new engine due to an internal
27 coolant leak. Plaintiff Goodrich was forced to pay approximately \$6,700 for the repair.
28

166. Despite complaining to Ford about the Engine Defect, Plaintiff Goodrich's vehicle was never adequately and permanently repaired despite the engine replacement, as Ford has failed to issue a recall or other form of satisfactory repair for the Engine Defect.

167. As a result of Ford's misconduct and concealment of the Engine Defect, Ms. Goodrich has overpaid for her 2017 Ford Fusion, incurred out of pocket losses to entirely replace the engine, and did not receive the full benefit of the bargain in purchasing the vehicle.

168. Despite purchasing a new engine, Ms. Goodrich has lost confidence in the ability of her Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Further, Ms. Goodrich will be unable to rely on Ford's advertising and labeling in the future for the potential purchase of another Ford vehicle.

169. At all times, Ms. Goodrich, like all Class Members, has driven her vehicle in a manner both foreseeable and in which it was intended to be used.

O. Plaintiff Brian Simonds

170. Plaintiff Brian Simonds is an individual residing in Minnesota.

171. Mr. Simonds owns a 2015 Ford Fusion with a 1.5L EcoBoost engine, which he purchased new on December 7, 2015 from Superior Ford, an authorized Ford dealer in Plymouth, Minnesota. Mr. Simonds purchased the vehicle for personal, family, and household use.

172. Plaintiff Simonds purchased his 2015 Ford Fusion primarily for personal, family, or household use.

173. Passenger safety and reliability were important factors to Mr. Simonds's decision to purchase the vehicle. Prior to purchasing the 2015 Ford Fusion, Mr. Simonds researched the vehicle by reviewing the Monroney Label (window sticker), documents provided at the dealership, speaking with a salesperson at the dealership regarding the 2015 Ford Fusion, and he took the vehicle on a test drive. Based on Ford's representations, Mr. Simonds was led to believe that the 2015 Ford Fusion was, among other things, a safe, reliable, and high quality vehicle.

174. Despite Mr. Simonds's research prior to purchasing the vehicle, Ford never disclosed at the time of purchase that the 2015 Ford Fusion contained the Engine Defect, which could cause the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.

1 Indeed, Ford concealed this information from consumers, and Mr. Simonds was not aware of, and
2 did not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
3 purchased the vehicle.

4 175. Ford's omissions were material to Mr. Simonds. If Ford had adequately disclosed
5 these facts before Mr. Simonds purchased the vehicle, he would have learned of the concealed
6 information and would not have bought the vehicle or would have paid less for it.

7 176. On or around December 7, 2020, when there were approximately 64,000 miles on the
8 odometer, Mr. Simonds started to drive his vehicle when the vehicle started shaking badly and
9 emitting a burning smell. Later that day, the check engine light illuminated, and Mr. Simonds
10 brought his vehicle to the dealership. The dealership informed Mr. Simonds that his vehicle needed
11 the engine replaced because there was a coolant leak into the cylinders resulting in engine failure
12 and quoted a cost of approximately \$7,200 to replace the long block. Ford has refused to cover the
13 cost of the repair. Plaintiff Simonds was forced to pay approximately \$7,200 for the repair.

14 177. Despite complaining to Ford about the Engine Defect, Mr. Simonds's vehicle has
15 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
16 of satisfactory repair for the Engine Defect.

17 178. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Simonds
18 has overpaid for his 2015 Ford Fusion, incurred out of pocket losses to repair the engine, and did
19 not receive the full benefit of the bargain in purchasing the vehicle.

20 179. Mr. Simonds has lost confidence in the ability of his Class Vehicle to provide safe
21 and reliable transportation for ordinary and advertised purposes. Further, based on his experience,
22 Mr. Simonds is not confident that he will be able to rely on Ford's advertising and labeling in the
23 future.

24 180. At all times, Mr. Simonds, like all Class Members, has driven his vehicle in a manner
25 both foreseeable and in which it was intended to be used.

26 **P. Plaintiff David Schiavi**

27 181. Plaintiff David Schiavi is an individual residing in Basking Ridge, New Jersey.

28 182. Mr. Schiavi owns a 2015 Ford Escape with a 1.6L EcoBoost engine, which he

1 purchased new on July 29, 2015 from Fullerton Ford, an authorized Ford dealer in Sommerville,
2 New Jersey. Mr. Schiavi purchased the vehicle for personal, family, and household use.

3 183. Passenger safety and reliability were important factors to Mr. Schiavi's decision to
4 purchase the vehicle. Prior to purchasing the 2015 Ford Escape, Mr. Schiavi researched the vehicle
5 by watching television advertisements, reviewed the Monroney Label (window sticker), reviewed
6 documents associated with the sale of the vehicle, and discussed the power and efficiency of the
7 EcoBoost engine with the salesperson who informed him that the EcoBoost was just as powerful
8 and reliable as the six-cylinder engines of previous years. Based on Ford's representations, Mr.
9 Schiavi was led to believe that the 2015 Ford Escape was, among other things, a safe, reliable, and
10 high quality vehicle.

11 184. Despite Mr. Schiavi's research prior to purchasing the vehicle, Ford never disclosed
12 at the time of purchase that the 2015 Ford Escape contained the Engine Defect, which could cause
13 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
14 Indeed, Ford concealed this information from consumers, and Mr. Schiavi was not aware of, and
15 did not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
16 purchased the vehicle.

17 185. Ford's omissions were material to Mr. Schiavi. If Ford had adequately disclosed these
18 facts before Mr. Schiavi purchased the vehicle, he would have learned of the concealed information
19 and would not have bought the vehicle or would have paid less for it.

20 186. On or around October 28, 2020, with approximately 55,265 miles on the odometer,
21 Plaintiff Schiavi began to experience the Engine Defect. He delivered his vehicle to Fullerton Ford
22 complaining that the engine light was illuminated and that "ROUGH IDLE ADNLOSS [AND
23 LOSS] OF HEAT ALL STARTED AT THE SAME TIME." The technician noted: "Verified
24 customer concern. Tch scanned vehicle for codes found P0303, P0316, and overtemp codes for
25 cylinder head and coolant temp sensor. Tech found the degas bottle had little to no coolant present
26 in the bottle. Tech toppf (sic) off the coolant, pressure tested the system but found no leaks. Tech
27 then removed the spark plug on cylinder 3 and removed the spark plugs on the 2 adjacent cylinders.
28 Tech pressure tested the cooling system over night to see if coolant was present in the cylinders.

1 Tech came back the next day, used a bore scope on all 3 cylinders and found the pressure dropped
 2 from 25 psi to 20 psi and then cylinders had coolant present. Tech recommended a new engine along
 3 with all the hardware and gaskets recommend to be replaced when replacing the engine as per Ford.
 4 Customer declined work at this time.”

5 187. The dealership informed Plaintiff Schiavi he would need to pay to replace his engine
 6 and charged him \$169.00 for diagnosing the vehicle. Plaintiff Schiavi’s vehicle has never been
 7 repaired and continues to be defective. Despite complaining to Ford about the Engine Defect, Mr.
 8 Schiavi’s vehicle has never been adequately and permanently repaired, as Ford has failed to issue a
 9 recall or other form of satisfactory repair for the Engine Defect.

10 188. As a result of Ford’s misconduct and concealment of the Engine Defect, Mr. Schiavi
 11 has overpaid for his 2015 Ford Escape, incurred out of pocket losses to repair the engine, and did
 12 not receive the full benefit of the bargain in purchasing the vehicle.

13 189. Mr. Schiavi has lost confidence in the ability of his Class Vehicle to provide safe and
 14 reliable transportation for ordinary and advertised purposes. Further, based on his experience, Mr.
 15 Schiavi is not confident that he will be able to rely on Ford’s advertising and labeling in the future.

16 190. At all times, Mr. Schiavi, like all Class Members, has driven his vehicle in a manner
 17 both foreseeable and in which it was intended to be used. At all times, Plaintiff Schiavi, like other
 18 class members, has attempted to drive his vehicle in a manner that was both foreseeable and in
 19 which it was intended to be used.

20 **Q. Plaintiff Robyn Pirog**

21 191. Plaintiff Robyn Pirog is an individual residing in Myrtle Beach, South Carolina.

22 192. Ms. Pirog owns a 2016 Ford Edge with a 2.0L EcoBoost engine, which she purchased
 23 new on July 18, 2016 from Crossroads Ford, an authorized Ford dealership in Wake Forest, North
 24 Carolina. Ms. Pirog purchased the vehicle for personal, family, and household use.

25 193. Passenger safety and reliability were important factors in Plaintiff Pirog’s decision to
 26 purchase her vehicle. Prior to purchasing her 2016 Ford Edge, Plaintiff Pirog researched her vehicle
 27 by conducting general online search for information on the vehicle, visiting the dealership website
 28 and the manufacturer’s website, reviewing the window sticker and documents provided at the

1 dealership, and going on a test drive with an employee of the authorized Ford dealership. Based on
2 Ford's representations, Ms. Pirog was led to believe that her 2016 Ford Edge was, among other
3 things, a safe, reliable, and high quality vehicle.

4 194. Despite Ms. Pirog's research prior to purchasing the vehicle, Ford never disclosed at
5 the time of purchase that the 2016 Ford Edge contained the Engine Defect, which could cause the
6 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
7 Indeed, Ford concealed this information from consumers, and Ms. Pirog was not aware of, and did
8 not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
9 purchased the vehicle.

10 195. Ford's omissions were material to Plaintiff Pirog. If Ford had adequately disclosed
11 these facts before Ms. Pirog purchased the vehicle, she would have learned of the concealed
12 information and would not have bought the vehicle or would have paid less for it

13 196. On or about December 30, 2020, with approximately 73,000 miles on the odometer,
14 the check engine light illuminated in Plaintiff Pirog's vehicle while she was driving. She called her
15 local authorized Ford dealership, Jones Ford, in Shallotte, North Carolina, and was told to bring in
16 her vehicle for an oil change the next day. Plaintiff Pirog dropped off her vehicle to Jones Ford on
17 December 31, 2020. When she called later in the day to pay for the oil change, she was told she
18 needed a new engine in her vehicle and the cost would be thousands of dollars, despite the fact that
19 she had properly maintained her vehicle. The technician at Jones Ford found that coolant had
20 intruded into the engine at cylinder #3, causing engine failure. Jones Ford replaced the long block
21 of the engine and installed a completely new engine, for a cost to Ms. Pirog of over \$5,000.

22 197. Despite complaining to Ford about the Engine Defect, Ms. Pirog's vehicle has never
23 been adequately and permanently repaired despite the full engine replacement, as Ford has failed to
24 issue a recall or other form of satisfactory repair for the Engine Defect.

25 198. As a result of Ford's misconduct and concealment of the Engine Defect, Ms. Pirog
26 has overpaid for her 2016 Ford Edge, incurred out of pocket losses to replace the engine, and did
27 not receive the full benefit of the bargain in purchasing the vehicle.
28

1 199. Ms. Pirog has lost confidence in the ability of her Class Vehicle to provide safe and
2 reliable transportation for ordinary and advertised purposes. Further, Ms. Pirog will be unable to
3 rely on Ford's advertising and labeling in the future for the potential purchase of another Ford
4 vehicle.

5 200. At all times, Ms. Pirog like all Class Members, has driven her vehicle in a manner
6 both foreseeable and in which it was intended to be used.

7 **R. Plaintiff Zachary Scott Damm and Amanda Gates**

8 201. Plaintiffs Zachary Scott Damm and Amanda Gates are individuals residing in
9 Kenmore, Washington.

10 202. Mr. Damm and Ms. Gates owned a 2016 Ford Fusion with a 2.0L EcoBoost engine,
11 which they purchased pre-owned on December 7, 2016 from Enterprise Car Sales in Shoreline,
12 Washington. The vehicle had approximately 32,000 miles at the time of purchase. Mr. Damm and
13 Ms. Gates purchased the vehicle for personal, family, and household use. The vehicle had a warranty
14 start date of September 2, 2015.

15 203. Passenger safety and reliability were important factors to Mr. Damm and Ms. Gates's
16 decision to purchase the vehicle. Prior to purchasing the 2016 Ford Fusion, Mr. Damm and Ms.
17 Gates researched the vehicle by visited the dealership's website, reviewed the Monroney Label
18 (window sticker) and documents provided at the dealership, and went on a test drive with a
19 dealership employee. Based on Ford's representations, Mr. Damm and Ms. Gates were led to believe
20 that the 2016 Ford Fusion was, among other things, a safe, reliable, and high quality vehicle.

21 204. Despite Mr. Damm and Ms. Gates's research prior to purchasing the vehicle, Ford
22 never disclosed at the time of purchase that the 2016 Ford Fusion contained the Engine Defect,
23 which could cause the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite
24 into an engine fire. Indeed, Ford concealed this information from consumers, and Mr. Damm and
25 Ms. Gates were not aware of, and did not have any reason to anticipate that their vehicle was
26 afflicted by the Engine Defect when they purchased the vehicle.

27 205. Ford's omissions were material to Mr. Damm and Ms. Gates. If Ford had adequately
28 disclosed these facts before Mr. Damm and Ms. Gates purchased the vehicle, they would have

1 learned of the concealed information and would not have bought the vehicle or would have paid
2 less for it.

3 206. On or about May 17, 2021, Mr. Damm and Ms. Gates brought their vehicle to Harris
4 Ford Lincoln because the check engine light illuminated. The dealership found diagnosis code
5 P0302 and discovered coolant leaking into the cylinders. The dealership advised them that the
6 vehicle needs a new engine and quoted a cost of approximately \$9,000. Because they could not
7 afford such a costly repair, they continued to use their vehicle on an infrequent basis for relatively
8 short distances, despite the risk of catastrophic engine failure, until finally selling it.

9 207. Despite complaining to Ford about the Engine Defect, Mr. Damm and Ms. Gates's
10 vehicle has never been adequately and permanently repaired, as Ford has failed to issue a recall or
11 other form of satisfactory repair for the Engine Defect.

12 208. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Damm
13 and Ms. Gates have overpaid for their 2016 Ford Fusion and did not receive the full benefit of the
14 bargain in purchasing the vehicle.

15 209. Mr. Damm and Ms. Gates have lost confidence in the ability of their Class Vehicle to
16 provide safe and reliable transportation for ordinary and advertised purposes. Further, Mr. Damm
17 and Ms. Gates will be unable to rely on Ford's advertising and labeling in the future for the potential
18 purchase of another Ford vehicle.

19 210. At all times, Mr. Damm and Ms. Gates, like all Class Members, have driven their
20 vehicle in a manner both foreseeable and in which it was intended to be used.

21 **S. Plaintiff Shari Techlin**

22 211. Plaintiff Shari Techlin is an individual residing in Neenah, Wisconsin.

23 212. Ms. Techlin owns a 2017 Ford Escape with a 2.0L EcoBoost Engine, which she
24 purchased used on April 24, 2020 from Carvana, LLC, in Oak Creek, Wisconsin. The vehicle had
25 approximately 29,828 miles at the time of purchase. Ms. Techlin purchased the vehicle for personal,
26 family, and household use.

27 213. Passenger safety and reliability were important factors to Ms. Techlin's decision to
28 purchase the vehicle. Prior to purchasing the 2017 Ford Escape, Ms. Techlin researched the vehicle

1 by searching the internet and looking at customer reviews of the 2017 Ford Escapes with 2.0L
2 EcoBoost Engines. Before purchasing the Vehicle, Ms. Techlin obtained the VIN from Carvana,
3 went to the website <http://ford.com/support/warranty>, entered the VIN, and looked at the vehicle's
4 warranty and manual. Based on Ford's representations, Ms. Techlin was led to believe that the 2017
5 Ford Escape was, among other things, a safe, reliable, and high-quality vehicle.

6 214. Despite Ms. Techlin's research prior to purchasing the vehicle, Ford never disclosed
7 at the time of purchase that the 2017 Ford Escape contained the Engine Defect, which could cause
8 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
9 Indeed, Ford concealed this information from consumers, and Ms. Techlin was not aware of, and
10 did not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
11 purchased the vehicle.

12 215. Ford's omissions were material to Ms. Techlin. If Ford had adequately disclosed these
13 facts before Ms. Techlin purchased the vehicle, she would have learned of the concealed information
14 and would not have bought the vehicle or would have paid less for it.

15 216. Shortly after purchasing her vehicle, the engine chugged and misfired. The vehicle's
16 check engine light illuminated, and Ms. Techlin smelled antifreeze.

17 217. On April 22, 2021, Ms. Techlin took her vehicle to Bergstrom Ford-Lincoln of the
18 Fox Valley. The Ford Dealership told Ms. Techlin she needed a new engine at a cost of \$5,970.18.
19 Her vehicle had 69,150 miles at the time.

20 218. The Ford Dealership noted that the vehicle was "throwing p0303 and random other
21 codes." The Ford Dealership noted there was an "occasional strong whiff of coolant at startup." The
22 Ford Dealership inspected the Vehicle and found no coolant in the bottle and "P0303 stored in the
23 PCM." The Ford Dealership found "TSB 19-2346 applies . . . proceeded with replacing long block
24 and all corresponding components."

25 219. Despite complaining to Ford about the Engine Defect, Ms. Techlin's vehicle has never
26 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
27 satisfactory repair for the Engine Defect.

28 220. As a result of Ford's misconduct and concealment of the Engine Defect, Ms. Techlin

1 has overpaid for her 2017 Ford Escape, incurred thousands of dollars of out of pocket losses to
2 repair the engine, and did not receive the full benefit of the bargain in purchasing the vehicle.

3 221. Ms. Techlin has lost confidence in the ability of her Class Vehicle to provide safe and
4 reliable transportation for ordinary and advertised purposes. Further, Ms. Techlin will be unable to
5 rely on Ford's advertising and labeling in the future for the potential purchase of another Ford
6 vehicle.

7 222. At all times, Ms. Techlin, like all Class Members, has driven her vehicle in a manner
8 both foreseeable and in which it was intended to be used.

9 **T. Plaintiff Tyson John Batdorf**

10 223. Plaintiff Tyson John Batdorf is an individual residing in Gallatin, Tennessee.

11 224. Mr. Batdorf owns a 2017 Lincoln MKC with a 2.0L EcoBoost engine, which he
12 purchased certified pre-owned on December 7, 2020 from BMW of Nashville in Nashville,
13 Tennessee. The vehicle had 60,322 miles at the time of purchase. Mr. Batdorf purchased the vehicle
14 for personal, family, and household use. The vehicle had a warranty start date of October 5, 2016.

15 225. Passenger safety and reliability were important factors to Mr. Batdorf's decision to
16 purchase the vehicle. Prior to purchasing the 2017 Lincoln MKC, Mr. Batdorf researched the vehicle
17 by reviewing the Monroney Label (window sticker) and discussed the vehicle with the salesperson
18 who informed him it was clean and runs great. Based on Ford's representations, Mr. Batdorf was
19 led to believe that the 2017 Lincoln MKC was, among other things, a safe, reliable, and high quality
20 vehicle.

21 226. Despite Mr. Batdorf's research prior to purchasing the vehicle, Ford never disclosed
22 at the time of purchase that the 2017 Lincoln MKC contained the Engine Defect, which could cause
23 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
24 Indeed, Ford concealed this information from consumers, and Mr. Batdorf was not aware of, and
25 did not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
26 purchased the vehicle.

1 227. Ford's omissions were material to Mr. Batdorf. If Ford had adequately disclosed these
2 facts before Mr. Batdorf purchased the vehicle, he would have learned of the concealed information
3 and would not have bought the vehicle or would have paid less for it.

4 228. In early 2022, with approximately 77,000 miles on the odometer, Plaintiff Batdorf
5 began to experience the Engine Defect. Plaintiff Batdorf's engine began sputtering and overheating.
6 As a result, on or around May 21, 2022, Plaintiff Batdorf delivered his vehicle to Miracle Ford, an
7 authorized Ford dealership located in Gallatin, Tennessee. The technician "VERIFIED" Mr.
8 Batdorf's concerns of "MISFIRE...OVERHEATING [and] CHECK ENGINE LIGHT." The repair
9 order further noted that the technician "FOUND NO COOLANT IN RESERVOIR, PRESSURE
10 TESTED AND COLLANT [COOLANT] LEAKING INTERNAL TO ENGINE @2 PLUG
11 SEIZED DUE TO COOLANT ENTRY WILL NEED ENGINE REPLACED." However, Ford
12 refused to cover the suggested repair and instead sought to charge \$8,270.00 for the suggested repair
13 and the vehicle was returned to Plaintiff Batdorf without being repaired.

14 229. Despite complaining to Ford about the Engine Defect, Mr. Batdorf's vehicle has never
15 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
16 satisfactory repair for the Engine Defect.

17 230. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Batdorf
18 has overpaid for her 2017 Lincoln MKC, incurred out of pocket losses to repair the engine, and did
19 not receive the full benefit of the bargain in purchasing the vehicle.

20 231. Mr. Batdorf has lost confidence in the ability of his Class Vehicle to provide safe and
21 reliable transportation for ordinary and advertised purposes. Further, based on his experience, Mr.
22 Batdorf is not confident that he will be able to rely on Ford's advertising and labeling in the future.

23 232. At all times, Mr. Batdorf, like all Class Members, has driven his vehicle in a manner
24 both foreseeable and in which it was intended to be used.

25 **U. Plaintiff Anthony Cicero**

26 233. Plaintiff Anthony Cicero is an individual residing in Carol Stream, Illinois.
27
28

1 234. Mr. Cicero owns a 2017 Ford Escape with a 1.5L EcoBoost engine, which he
2 purchased new on January 1, 2017 from Zeigler Ford, an authorized Ford dealer in North Riverside,
3 Illinois. Mr. Cicero purchased the vehicle for personal, family, and household use.

4 235. Passenger safety and reliability were important factors to Mr. Cicero's decision to
5 purchase the vehicle. Prior to purchasing the 2017 Ford Escape, Mr. Cicero researched the vehicle
6 by watching multiple Ford commercials, reviewed the Monroney label (window sticker), and
7 conferred with the dealership personnel who recommended the vehicle. Based on Ford's
8 representations, Mr. Cicero was led to believe that the 2017 Ford Escape was, among other things,
9 a safe, reliable, and high quality vehicle.

10 236. Despite Mr. Cicero's research prior to purchasing the vehicle, Ford never disclosed at
11 the time of purchase that the 2017 Ford Escape contained the Engine Defect, which could cause the
12 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
13 Indeed, Ford concealed this information from consumers, and Mr. Cicero was not aware of, and did
14 not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
15 purchased the vehicle.

16 237. Ford's omissions were material to Mr. Cicero. If Ford had adequately disclosed these
17 facts before Mr. Cicero purchased the vehicle, he would have learned of the concealed information
18 and would not have bought the vehicle or would have paid less for it.

19 238. On or about January 21, 2022, Mr. Cicero took his vehicle to Bob Rohrman
20 Schaumburg Ford, an authorized Ford dealership located in Schaumburg, Illinois and complained
21 that the engine was misfiring, the Check Engine light was illuminated, and the car was in limp mode.
22 At the time, the vehicle had approximately 51,208 miles on the odometer. The technician found that
23 there were misfires in cylinder #3, coolant intrusion into the piston, cracks, and damage to the
24 cylinder head resulting in chips falling into the engine. The technician replaced the short block and
25 associated parts, but the repair was not complete until March 15, 2022. Mr. Cicero was charged
26 \$311.64 for the repair and was without his vehicle for two months. This did not repair the Defect.

27 239. On March 23, 2022, Mr. Cicero returned his vehicle to Rohrman Ford, complaining
28 that the Check Engine light had illuminated over the weekend and that an auto-parts store had found

1 DTC P0300, indicating misfires in the engine. The dealership found DTC P0316 indicating random
2 misfires had been detected over 1,000 revolutions. The dealership followed the instructions on TSB
3 17-0041 and updated the powertrain control module. This did not repair the Defect.

4 240. On June 22, 2022, Mr. Cicero took his vehicle to Packey Webb Ford, an authorized
5 Ford dealership located in Downers Grove, Illinois. At the time, his vehicle had approximately
6 55,400 miles on the odometer. He complained that the vehicle was making odd noises, including a
7 low tone sputter when the vehicle was stopped. The dealership denied finding any problem with his
8 vehicle, but at the same time reprogramed the powertrain control module in his vehicle and
9 “CLEARED DTCS PER PROGRAM 19B37.”

10 241. Subsequently, on July 6, 2022, Mr. Cicero returned his vehicle to Rohrman Ford,
11 complaining that the vehicle was running roughly and losing power while being driven. The
12 technician verified Mr. Cicero’s concerns and also found a rattling noise upon cold start-up. The
13 noises were coming from the variable camshaft timing system and the technician diagnosed the
14 engine as needing new variable camshaft timing phaser, timing belt tensioner, and related parts. Mr.
15 Cicero was without his vehicle for an additional 22 days.

16 242. In total Mr. Cicero paid \$311.64 to repair his vehicle.

17 243. Despite complaining to Ford about the Engine Defect, Mr. Cicero’s vehicle has never
18 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
19 satisfactory repair for the Engine Defect.

20 244. As a result of Ford’s misconduct and concealment of the Engine Defect Mr. Cicero
21 has overpaid for his 2017 Ford Escape, incurred out of pocket losses to repair the engine, and did
22 not receive the full benefit of the bargain in purchasing the vehicle.

23 245. Mr. Cicero has lost confidence in the ability of his Class Vehicle to provide safe and
24 reliable transportation for ordinary and advertised purposes. Further, based on his experience, Mr.
25 Cicero is not confident that he will be able to rely on Ford’s advertising and labeling in the future.

26 246. At all times, Mr. Cicero, like all Class Members, has driven his vehicle in a manner
27 both foreseeable and in which it was intended to be used.
28

V. Plaintiff David Gonzalez

247. Plaintiff David Gonzalez is an individual residing in Austin, Texas.

248. Mr. Gonzalez owns a 2014 Ford Escape with a 1.6L EcoBoost engine, which he purchased new on September 20, 2014 from Five Star Ford, an authorized Ford dealer in North Richland Hills, Texas. Mr. Gonzalez purchased the vehicle for personal, family, and household use.

249. Passenger safety and reliability were important factors to Mr. Gonzalez's decision to purchase the vehicle. Prior to purchasing the 2014 Ford Escape, Mr. Gonzalez researched the vehicle by researching the vehicle online, reviewing the Monroney Label (window sticker), and brochures for the vehicle. Mr. Gonzalez also test drove the vehicle with the salesperson and discussed the vehicle's safety ratings, reliability, and gas mileage. Based on Ford's representations, Mr. Gonzalez was led to believe that the 2014 Ford Escape was, among other things, a safe, reliable, and high quality vehicle.

250. Despite Mr. Gonzalez's research prior to purchasing the vehicle, Ford never disclosed at the time of purchase that the 2014 Ford Escape contained the Engine Defect, which could cause the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire. Indeed, Ford concealed this information from consumers, and Mr. Gonzalez was not aware of, and did not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he purchased the vehicle.

251. Ford's omissions were material to Mr. Gonzalez. If Ford had adequately disclosed these facts before Mr. Gonzalez purchased the vehicle, he would have learned of the concealed information and would not have bought the vehicle or would have paid less for it.

252. In 2021, with approximately 105,000 miles on the odometer, Plaintiff Gonzalez began to experience the Engine Defect. Plaintiff Gonzalez's engine began overheating, misfiring, sputtering smoke, leaking, and dying. As a result, on or around February 15, 2022 and at 125,536 miles, Plaintiff Gonzalez delivered his vehicle to Leif Johnson Ford, an authorized Ford dealership located in Austin, Texas. The technician "VERIFIED CUSTOMER'S CONCERNS" and stated, "found coolant in #4 cylinder, needs new long block." However, Ford refused to cover the suggested

1 repair and instead Plaintiff Gonzalez was forced to pay \$8,297.27 to have the engine replaced.
2 Thereafter, Plaintiff Gonzalez's vehicle continues to suffer from the Engine Defect.

3 253. Not long after, on April 1, 2022 and at 126,750 miles, Mr. Gonzalez returned to Leif
4 Johnson Ford complaining that the engine light was illuminated, and that the coolant looked very
5 diluted. The technician "verified the customer concern, checked for codes, has code P26B7 engine
6 coolant bypass valve C control circuit. ran (sic) pin point test, needs new coolant bypass valve,
7 replaced bypass vale (sic), cleared code, test drove." Mr. Gonzalez paid \$575.83 for a new coolant
8 bypass valve.

9 254. Despite complaining to Ford about the Engine Defect, Mr. Gonzalez's vehicle has
10 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
11 of satisfactory repair for the Engine Defect.

12 255. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Gonzalez
13 has overpaid for his 2014 Ford Escape, incurred out of pocket losses to repair the engine, and did
14 not receive the full benefit of the bargain in purchasing the vehicle.

15 256. Mr. Gonzalez has lost confidence in the ability of his Class Vehicle to provide safe
16 and reliable transportation for ordinary and advertised purposes. Further, based on his experience,
17 Mr. Gonzalez is not confident that he will be able to rely on Ford's advertising and labeling in the
18 future.

19 257. At all times, Mr. Gonzalez, like all Class Members, has driven his vehicle in a manner
20 both foreseeable and in which it was intended to be used.

21 **W. Plaintiff Jeffery Hodges**

22 258. Plaintiff Jeffrey Hodges is an individual residing in Lakeside, California.

23 259. Mr. Hodges owns a 2019 Ford Fusion with a 1.5L EcoBoost engine, which he
24 purchased new on January 22, 2020 from Penske Ford, an authorized Ford dealer in La Mesa,
25 California. Mr. Hodges purchased the vehicle for personal, family, and household use.

26 260. Passenger safety and reliability were important factors to Mr. Hodges's decision to
27 purchase the vehicle. Prior to purchasing the 2019 Ford Fusion, Mr. Hodges researched the vehicle
28 by reviewing the Monroney Label (window sticker), discussed the vehicle's efficiency with

1 dealership personnel who recommended that specific model he purchased, and test drove the
2 vehicle. Based on Ford's representations, Mr. Hodges was led to believe that the 2019 Ford Fusion
3 was, among other things, a safe, reliable, and high quality vehicle.

4 261. Despite Mr. Hodges's research prior to purchasing the vehicle, Ford never disclosed
5 at the time of purchase that the 2019 Ford Fusion contained the Engine Defect, which could cause
6 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
7 Indeed, Ford concealed this information from consumers, and Mr. Hodges was not aware of, and
8 did not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
9 purchased the vehicle.

10 262. Ford's omissions were material to Mr. Hodges. If Ford had adequately disclosed these
11 facts before Mr. Hodges purchased the vehicle, he would have learned of the concealed information
12 and would not have bought the vehicle or would have paid less for it.

13 263. On July 6, 2022, Mr. Hodges received an alert on the Ford Pass application which was
14 linked with his 2019 Ford Fusion informing him that it had detected a misfire in the engine. In
15 addition, the Service Engine Soon light illuminated in his vehicle. Mr. Hodges took his vehicle to
16 the closest Ford dealership at the time, Gene Messer Ford, an authorized Ford dealership located in
17 Lubbock, Texas. At the time, his vehicle had approximately 29,500 miles on the odometer and was
18 under warranty. The Texas dealership changed four spark plugs in the engine and charged Mr.
19 Hodges \$647.80. Subsequently, on July 11, 2022, Mr. Hodges received another alert on the Ford
20 Pass application informing him that it had detected a misfire in the engine. In addition, the Service
21 Engine Soon light illuminated in his vehicle. Mr. Hodges took his vehicle to Penske Ford in La
22 Mesa, California for diagnosis and repair. At the time, his vehicle had approximately 31,500 miles
23 on the odometer. And was under warranty. The technician at Penske Ford found DTC P0304 and
24 that coolant was low in the reservoir. The technician checked the engine with a borescope and found
25 coolant leaking into cylinder #4. The damage to the engine was significant and the vehicle's short
26 block was replaced.

27 264. In total to date, Mr. Hodges has paid \$647.50 to repair his vehicle.
28

1 265. Despite complaining to Ford about the Engine Defect, Mr. Hodges's vehicle has never
2 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
3 satisfactory repair for the Engine Defect.

4 266. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Hodges
5 has overpaid for his 2019 Ford Fusion, incurred out of pocket losses to repair the engine, and did
6 not receive the full benefit of the bargain in purchasing the vehicle.

7 267. Mr. Hodges has lost confidence in the ability of his Class Vehicle to provide safe and
8 reliable transportation for ordinary and advertised purposes. Further, based on his experience, Mr.
9 Hodges is not confident that he will be able to rely on Ford's advertising and labeling in the future.

10 268. At all times, Mr. Hodges, like all Class Members, has driven his vehicle in a manner
11 both foreseeable and in which it was intended to be used.

12 **X. Plaintiff Mark Kennedy**

13 269. Plaintiff Mark Kennedy is an individual residing in Wayzata, Minnesota.

14 270. Mr. Kennedy owns a 2016 Ford Edge with a 2.0L EcoBoost engine, which he
15 purchased pre-owned on November 24, 2020 from BMW of Minnetonka, in Minnetonka,
16 Minnesota. The vehicle had 34,156 miles at the time of purchase. Mr. Kennedy purchased the
17 vehicle for personal, family, and household use. The vehicle had a warranty start date of November
18 28, 2016.

19 271. Passenger safety and reliability were important factors to Mr. Kennedy's decision to
20 purchase the vehicle. Prior to purchasing the 2016 Ford Edge, Mr. Kennedy researched the vehicle
21 by viewing multiple (approximately six (6)) advertisements, reviewing the Monroney Label
22 (window sticker), and test driving the vehicle with a salesperson while discussing the vehicle's basic
23 features. Based on Ford's representations, Mr. Kennedy was led to believe that the 2016 Ford Edge
24 was, among other things, a safe, reliable, and high quality vehicle.

25 272. Despite Mr. Kennedy's research prior to purchasing the vehicle, Ford never disclosed
26 at the time of purchase that the 2016 Ford Edge contained the Engine Defect, which could cause the
27 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
28 Indeed, Ford concealed this information from consumers, and Mr. Kennedy was not aware of, and

1 did not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
2 purchased the vehicle.

3 273. Ford's omissions were material to Mr. Kennedy. If Ford had adequately disclosed
4 these facts before Mr. Kennedy purchased the vehicle, he would have learned of the concealed
5 information and would not have bought the vehicle or would have paid less for it.

6 274. In early 2022, with approximately 50,000 miles on the odometer, Plaintiff Kennedy
7 began to experience the Engine Defect. Plaintiff Kennedy's engine began overheating and leaking.
8 As a result, on or around January 15, 2022, Plaintiff Kennedy delivered his vehicle to Morrie's
9 Minnetonka Ford, an authorized Ford dealership located in Minnetonka, Minnesota. The technician
10 verified Mr. Kennedy's concerns and stated, "VERIFIED COOLANT DRIPPING INTO
11 CYLINDER 4, WILL NEED LONG BLOCK REPLACEMENT." However, Ford refused to cover
12 the suggested repair and instead sought to charge \$8,270.00 for the suggested repair.

13 275. Plaintiff Kennedy was forced to pay \$5,992.77 to have the engine replaced.

14 276. Despite complaining to Ford about the Engine Defect, Mr. Kennedy's vehicle has
15 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
16 of satisfactory repair for the Engine Defect.

17 277. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Kennedy
18 has overpaid for his 2016 Ford Edge, incurred out of pocket losses to repair the engine, and did not
19 receive the full benefit of the bargain in purchasing the vehicle.

20 278. Mr. Kennedy has lost confidence in the ability of his Class Vehicle to provide safe
21 and reliable transportation for ordinary and advertised purposes. Further, based on his experience,
22 Mr. Kennedy is not confident that he will be able to rely on Ford's advertising and labeling in the
23 future.

24 279. At all times, Mr. Kennedy, like all Class Members, has driven his vehicle in a manner
25 both foreseeable and in which it was intended to be used.

26 **Y. Plaintiff John Krecek**

27 280. Plaintiff John Krecek is an individual residing in Omaha, Nebraska.

1 281. Mr. Krecek owns a 2017 Ford Edge with a 2.0L EcoBoost engine, which he purchased
2 new on October 7, 2017 from Woodhouse Ford, an authorized Ford dealership in Blair, Nebraska.
3 Mr. Krecek purchased the vehicle for personal, family, and household use.

4 282. Passenger safety and reliability were important factors to Mr. Krecek's decision to
5 purchase the vehicle. Prior to purchasing the 2017 Ford Edge, Mr. Krecek researched the vehicle
6 by viewing commercials extolling the virtues of the EcoBoost Engine, and that they offer good gas
7 mileage and power. Further, Mr. Krecek browsed several dealership websites, reviewed the
8 Monroney label (window sticker) on multiple Ford Edge models for engine type and equipment
9 package, and asked dealership personnel whether a four-cylinder engine can provide reliability for
10 the vehicle compared to the available six-cylinder, which the salesperson extolled the benefits of
11 the EcoBoost, and test drove the vehicle. Based on Ford's representations, Mr. Krecek was led to
12 believe that the 2017 Ford Edge was, among other things, a safe, reliable, and high quality vehicle.

13 283. Despite Mr. Krecek's research prior to purchasing the vehicle, Ford never disclosed
14 at the time of purchase that the 2017 Ford Edge contained the Engine Defect, which could cause the
15 vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
16 Indeed, Ford concealed this information from consumers, and Mr. Krecek was not aware of, and did
17 not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
18 purchased the vehicle.

19 284. Ford's omissions were material to Mr. Krecek. If Ford had adequately disclosed these
20 facts before Mr. Krecek purchased the vehicle, he would have learned of the concealed information
21 and would not have bought the vehicle or would have paid less for it.

22 285. In or around September 2021, with approximately 70,000 miles on the odometer, Mr.
23 Krecek began to experience the Engine Defect. Mr. Krecek's coolant began leaking. As a result, on
24 or around October 28, 2021, with 70,532 miles on the odometer, Mr. Krecek delivered his vehicle
25 to Woodhouse Ford, located in Omaha, Nebraska. The technician verified Mr. Krecek's concern,
26 noting "DETERMINED INTERNAL COOLANT LEAK, LONG BLOCK REPLACEMENT."
27 Ford, however, refused to cover the full repair: "An approval code has been generated in the FLL
28 Request form based on the following participation: Customer Share: \$3,014.34."

286. The dealer went on to replace the vehicle's engine, returning the vehicle to Mr. Krecek, with his out-of-pocket cost totaling \$3,014.34.

287. Despite complaining to Ford about the Engine Defect, Mr. Krecek's vehicle has never been adequately and permanently repaired, as Ford has failed to issue a recall or other form of satisfactory repair for the Engine Defect.

288. As a result of Ford's misconduct and concealment of the Engine Defect, Mr. Krecek has overpaid for his 2017 Ford Edge, incurred out of pocket losses to repair the engine, and did not receive the full benefit of the bargain in purchasing the vehicle.

289. Mr. Krecek has lost confidence in the ability of his Class Vehicle to provide safe and reliable transportation for ordinary and advertised purposes. Further, based on his experience, Mr. Krecek is not confident that he will be able to rely on Ford's advertising and labeling in the future.

290. At all times, Mr. Krecek, like all Class Members, has driven his vehicle in a manner both foreseeable and in which it was intended to be used.

Z. Plaintiff Tracey Ann Metro

291. Plaintiff Tracey Ann Metro is an individual residing in Almont, Michigan.

292. Ms. Metro owns a 2018 Ford Edge with a 2.0L EcoBoost engine, which she purchased new on January 22, 2018 from Suburban Ford, an authorized Ford dealer in Romeo, Michigan. Ms. Metro purchased the vehicle for personal, family, and household use.

293. Passenger safety and reliability were important factors to Ms. Metro's decision to purchase the vehicle. Prior to purchasing the 2018 Ford Edge, Ms. Metro researched the vehicle by reviewing the Monroney Label (window sticker), test driving the vehicle and requesting explanation of the workings of the EcoBoost engine from the salesperson. Based on Ford's representations, Ms. Metro was led to believe that the 2018 Ford Edge was, among other things, a safe, reliable, and high quality vehicle.

294. Despite Ms. Metro's research prior to purchasing the vehicle, Ford never disclosed at the time of purchase that the 2018 Ford Edge contained the Engine Defect, which could cause the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire. Indeed, Ford concealed this information from consumers, and Ms. Metro was not aware of, and did

1 not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
2 purchased the vehicle.

3 295. Ford's omissions were material to Ms. Metro. If Ford had adequately disclosed these
4 facts before Ms. Metro purchased the vehicle, she would have learned of the concealed information
5 and would not have bought the vehicle or would have paid less for it.

6 296. In or around August 2021, when the vehicle had less than 60,000 miles and was under
7 warranty, the Check Engine light illuminated in her vehicle and the vehicle began to run roughly.
8 Ms. Metro took her vehicle to Romeo Ford, an authorized Ford dealership in Romeo, Michigan.
9 The dealership diagnosed her vehicle as needing a new O2 sensor but refused to replace the
10 component because the vehicle "drove fine" and the Check Engine light did not stay illuminated.
11 Ms. Metro had the O2 sensor replaced at an independent mechanic at her cost. This did not repair
12 the Defect.

13 297. In March 2022, the engine began to misfire, particularly in cylinder #2. As a result,
14 Ms. Metro had the spark plugs replaced at an independent mechanic. This did not repair the Defect.

15 298. On or about July 28, 2022, when the vehicle had approximately 98,200 miles on the
16 odometer, Ms. Metro had the vehicle towed to Imlay City Ford after the vehicle stalled. In particular,
17 coolant was low from the reservoir but was not leaking and there were misfire codes in the engine's
18 computer for cylinders #1 and #2. The dealership found bad compression rings, pitting on the valve
19 seat and corrosion on the valve and informed Ms. Metro she needed a new engine.

20 299. Ms. Metro ultimately paid \$8,124.55 for a new engine.

21 300. Despite complaining to Ford about the Engine Defect, Ms. Metro's vehicle has never
22 been adequately and permanently repaired, as Ford has failed to issue a recall or other form of
23 satisfactory repair for the Engine Defect.

24 301. As a result of Ford's misconduct and concealment of the Engine Defect, Ms. Metro
25 has overpaid for her 2018 Ford Edge, incurred out of pocket losses to repair the engine, and did not
26 receive the full benefit of the bargain in purchasing the vehicle.

1 302. Ms. Metro has lost confidence in the ability of her Class Vehicle to provide safe and
2 reliable transportation for ordinary and advertised purposes. Further, based on her experience, Ms.
3 Metro is not confident that she will be able to rely on Ford's advertising and labeling in the future.

4 303. At all times, Ms. Metro, like all Class Members, has driven her vehicle in a manner
5 both foreseeable and in which it was intended to be used.

6 **AA. Plaintiff Scott Pickering**

7 304. Plaintiff Scott Pickering is an individual residing in Valparaiso, Indiana.

8 305. Mr. Pickering owns a 2014 Ford Fusion with a 1.5L EcoBoost engine, which he
9 purchased pre-owned on January 27, 2016 from Fieldhouse Ford, an authorized Ford dealer in
10 Demotte, Indiana. The vehicle had 20,674 miles at the time of purchase. Mr. Pickering purchased
11 the vehicle for personal, family, and household use. The vehicle had a warranty start date of
12 November 25, 2013.

13 306. Passenger safety and reliability were important factors to Mr. Pickering's decision to
14 purchase the vehicle. Prior to purchasing the 2014 Ford Fusion, Mr. Pickering researched the vehicle
15 by viewing multiple weekly ads for the model, reviewing the Monroney Label (Window Sticker)
16 and test drove the vehicle. Based on Ford's representations, Mr. Pickering was led to believe that
17 the 2014 Ford Fusion was, among other things, a safe, reliable, and high quality vehicle.

18 307. Despite Mr. Pickering's research prior to purchasing the vehicle, Ford never disclosed
19 at the time of purchase that the 2014 Ford Fusion contained the Engine Defect, which could cause
20 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
21 Indeed, Ford concealed this information from consumers, and Mr. Pickering was not aware of, and
22 did not have any reason to anticipate that his vehicle was afflicted by the Engine Defect when he
23 purchased the vehicle.

24 308. Ford's omissions were material to Mr. Pickering. If Ford had adequately disclosed
25 these facts before Mr. Pickering purchased the vehicle, he would have learned of the concealed
26 information and would not have bought the vehicle or would have paid less for it.

27 309. In February 2016, with approximately 21,000 miles on the odometer, Plaintiff
28 Pickering began to experience the Engine Defect. Plaintiff Pickering's engine began stalling, dying,

1 smoking, and sputtering. As a result, on or around February 10, 2016, Plaintiff Pickering delivered
 2 his vehicle to Fieldhouse Ford. The technician “INSPECT[ED] TO FIND COOLANT
 3 LEAKING[.]” The repair order further noted that the technician “REPLAC[ED] TEMP SENSOR”
 4 and repaired “COOLANT HOSE CONNECTION,” replaced the “CLAMP,” and refilled
 5 “COOLANT AND RETEST OK.” Thereafter, Plaintiff Pickering continued experiencing the
 6 Engine Defect.

7 310. On or around July 12, 2021, with 71,500 miles on the odometer, Plaintiff Pickering
 8 took his vehicle to Currie Motors Ford, an authorized Ford dealership in Valparaiso, Indiana and
 9 again the technician verified his concerns. The repair order further noted that the technician found
 10 coolant leaking into cylinder 4 and replaced the engine block.

11 311. Mr. Pickering was forced to pay \$5,000.00 out of pocket for this repair.

12 312. Despite complaining to Ford about the Engine Defect, Mr. Pickering’s vehicle has
 13 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
 14 of satisfactory repair for the Engine Defect.

15 313. As a result of Ford’s misconduct and concealment of the Engine Defect, Mr. Pickering
 16 has overpaid for his 2014 Ford Fusion, incurred out of pocket losses to repair the engine, and did
 17 not receive the full benefit of the bargain in purchasing the vehicle.

18 314. Mr. Pickering has lost confidence in the ability of his Class Vehicle to provide safe
 19 and reliable transportation for ordinary and advertised purposes. Further, based on his experience,
 20 Mr. Pickering is not confident that he will be able to rely on Ford’s advertising and labeling in the
 21 future.

22 315. At all times, Mr. Pickering, like all Class Members, has driven his vehicle in a manner
 23 both foreseeable and in which it was intended to be used.

24 **BB. Plaintiff Kimberly Thomas**

25 316. Plaintiff Kimberly Thomas is an individual residing in Brunswick, Ohio.

26 317. Ms. Thomas owns a 2018 Lincoln MKC with a 2.0L EcoBoost engine, which she
 27 purchased new on May of 2018 from Ganley Lincoln, an authorized Lincoln dealer in Middleburgh,
 28 Ohio. Ms. Thomas purchased the vehicle for personal, family, and household use.

1 318. Passenger safety and reliability were important factors to Ms. Thomas's decision to
2 purchase the vehicle. Prior to purchasing the 2018 Lincoln MKC, Ms. Thomas researched the
3 vehicle by viewing multiple commercials, reviewed the Monroney Label (window sticker) and
4 brochures, and discussed the vehicle with the salesperson who informed Mr. Thomas that the vehicle
5 was very dependable and great on gas mileage. Ms. Thomas also test drove the vehicle and discussed
6 the warranty, gas mileage, safety features such as the backup camera and side mirror detection, and
7 reliability of the vehicle including national crash ratings. Based on Ford's representations, Ms.
8 Thomas was led to believe that the 2018 Lincoln MKC was, among other things, a safe, reliable,
9 and high quality vehicle.

10 319. Despite Ms. Thomas's research prior to purchasing the vehicle, Ford never disclosed
11 at the time of purchase that the 2018 Lincoln MKC contained the Engine Defect, which could cause
12 the vehicle's engine to leak coolant, overheat, fail, and even potentially ignite into an engine fire.
13 Indeed, Ford concealed this information from consumers, and Ms. Thomas was not aware of, and
14 did not have any reason to anticipate that her vehicle was afflicted by the Engine Defect when she
15 purchased the vehicle.

16 320. Ford's omissions were material to Ms. Thomas. If Ford had adequately disclosed these
17 facts before Ms. Thomas purchased the vehicle, she would have learned of the concealed
18 information and would not have bought the vehicle or would have paid less for it.

19 321. Beginning on or around October 9, 2019, Ms. Thomas' vehicle began to lag and jerk.
20 At the time, the vehicle only had 37,700 miles on the odometer and she took her vehicle to Ganley
21 Lincoln Mercury, an authorized Lincoln dealership in Middleburg Heights, OH, who advised her
22 that nothing was wrong with her vehicle and performed no repairs.

23 322. On or about January 30, 2020, when the vehicle had approximately 44,100 miles on
24 the odometer, she returned the vehicle to the dealership with the same complaints. The dealership
25 again told her nothing was wrong with her vehicle but performed an update to the powertrain control
26 module. This did not repair the Defect. Ms. Thomas complained several more times at the
27 dealership, but aside from the updates to the powertrain control modules, no repairs were attempted.
28

1 323. Finally, on or around January 24, 2022, the transmission in her vehicle failed and had
2 to be replaced. While the transmission was being replaced in March 2022, the dealership informed
3 her that coolant had intruded into the cylinders of the engine and damaged the engine enough that
4 the vehicle needed a brand-new engine.

5 324. Ms. Thomas had to pay \$3,200 for the new engine.

6 325. Despite complaining to Ford about the Engine Defect, Ms. Thomas's vehicle has
7 never been adequately and permanently repaired, as Ford has failed to issue a recall or other form
8 of satisfactory repair for the Engine Defect.

9 326. As a result of Ford's misconduct and concealment of the Engine Defect Ms. Thomas
10 has overpaid for her 2018 Lincoln MKC, incurred out of pocket losses to repair the engine, and did
11 not receive the full benefit of the bargain in purchasing the vehicle.

12 327. Ms. Thomas has lost confidence in the ability of her Class Vehicle to provide safe and
13 reliable transportation for ordinary and advertised purposes. Further, based on her experience, Ms.
14 Thomas is not confident that she will be able to rely on Ford's advertising and labeling in the future.

15 328. At all times, Ms. Thomas, like all Class Members, has driven her vehicle in a manner
16 both foreseeable and in which it was intended to be used.

17 **CC. Defendant Ford Motor Company**

18 329. Defendant Ford Motor Company is a Delaware limited liability company with its
19 Corporate Headquarters located at 1 American Road, Dearborn, Michigan 48126. Ford Motor
20 Company is registered to do business in the State of Delaware. Ford Motor Company designs and
21 manufactures motor vehicles, parts, and other products for sale in the United States and throughout
22 the world. Ford Motor Company is the warrantor and distributor of the Class Vehicles in California
23 and throughout the United States.

24 330. At all relevant times, Ford was and is engaged in the business of designing,
25 manufacturing, constructing, assembling, marketing, distributing, and selling automobiles and
26 motor vehicle components in Delaware and throughout the United States of America.

27 331. In order to sell vehicles to the general public, Defendant enters into agreements with
28 dealerships who are then authorized to sell its branded vehicles such as Fords and Lincolns to

1 consumers such as Plaintiffs. In return for the exclusive right to sell new Ford and/or Lincoln
2 vehicles in a geographic area, authorized dealerships are also permitted to service and repair these
3 vehicles under the warranties Defendant provides directly to consumers. These contracts give
4 Defendant a significant amount of control over the actions of the dealerships, including sale and
5 marketing of vehicles and parts for those vehicles. All service and repair at an authorized dealership
6 are also completed according to Defendant's explicit instructions, issued through service manuals,
7 technical service bulletins, and other documents. Per the agreements between Defendant and the
8 authorized dealers, consumers such as Plaintiffs can receive services under Defendant's issued
9 warranties at dealer locations that are convenient to them.

10 332. Defendant also develops and disseminates the owners' manual, warranty booklets,
11 maintenance schedules, advertisements, and other promotional materials relating to the Class
12 Vehicles. Defendant is also responsible for the production and content of the information on the
13 Monroney Stickers.

14 333. Defendant is the drafter of the warranties it provides to consumers nationwide, the
15 terms of which unreasonably favor Defendant. Consumers are not given a meaningful choice in the
16 terms of the warranties provided by Defendant, and those warranties are offered on a "take it or
17 leave it" basis.

18 **IV. JURISDICTION AND VENUE**

19 334. The Court has diversity jurisdiction over this action under 28 U.S.C. § 1332(d) and
20 the Class Action Fairness Act ("CAFA"). Plaintiffs and other Class Members are residents and
21 citizens of states different from the home states of the Defendant, and the amount in controversy in
22 this action for the Class exceeds \$5,000,000.00.

23 335. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because Plaintiff Miller
24 resides in this District, purchased her vehicle in this District and a substantial portion of the events
25 or omissions giving rise to this Action occurred in this District. Furthermore, Defendant conducts
26 substantial business in, and has gained substantial benefit from, doing business in this District.

27 336. Defendant markets, sells, and leases vehicles to consumers throughout this District, a
28 significant number of Defendant's customers are residents of this District, and the wrongful acts

1 and omissions alleged herein have affected consumers in this District. Defendant is therefore subject
2 to personal jurisdiction in this District.

3 337. Plaintiff Miller's venue declaration pursuant to Cal. Civ. Code § 1780(d) is attached
4 hereto as **Exhibit 1**.

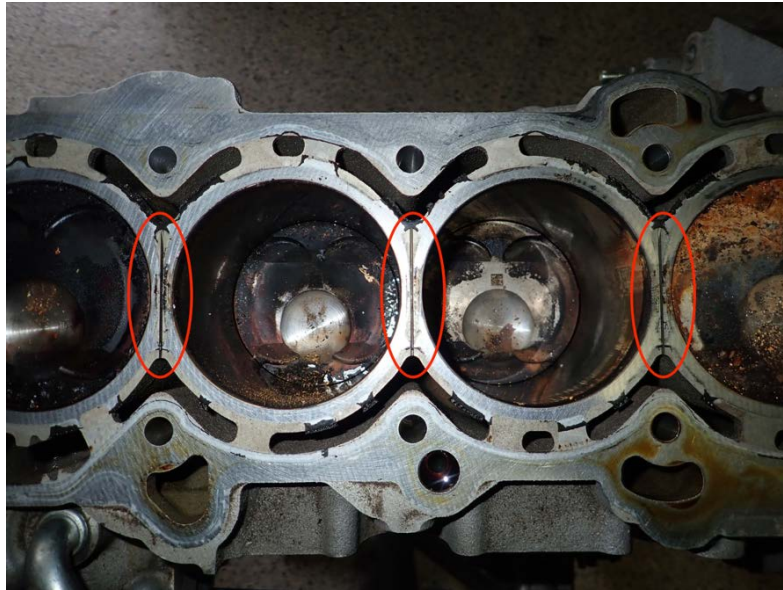
5 **V. FACTUAL ALLEGATIONS**

6 338. In 2009, Ford began producing the EcoBoost engine, which are gasoline-fueled,
7 turbocharged, direct-injection (also called "GTDI") engines. EcoBoost engines are marketed as
8 providing low-emissions, fuel-efficient alternative to hybrid or electric vehicles.

9 339. Because of the Engine Defect, the EcoBoost engines in Class Vehicles are predisposed
10 to leak coolant, allowing coolant to seep into the engine cylinder, causing the engines in the Class
11 Vehicles to overheat and ultimately causing engine fires and/or total engine failure, thereby
12 compromising the comfort, safety, and enjoyment of Plaintiffs and Class Members, and requiring
13 them to pay out-of-pocket to temporarily ameliorate the problem and/or replace the defective
14 EcoBoost engine with an equally defective engine, leaving the Class Vehicle susceptible to repeated
15 failures like those experienced by Plaintiffs.

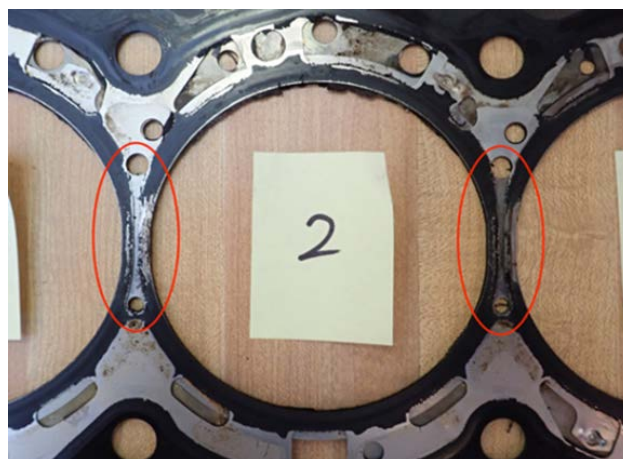
16 **A. The Engine Defect**

17 340. Discovery will show that the Engine Defect is the result of the design of the engine
18 block and cylinder head, including an inadequate seal on the cylinder head. This design includes
19 grooves at the point where the engine's cylinder head attaches to the engine block, as seen here:
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341. In a non-defective engine, liquid coolant is used to ensure that the engine does not overheat. The coolant circulates through a set path within the engine block and cylinder head, cooling the engine. The liquid gathers heat due to contact with the engine and then flows through a hose and into the radiator to cool back down. Once its temperature has lowered, the coolant returns to the engine, and continues to circulate.

342. In the Class Vehicles, however, as the coolant circulates through the engine, it seeps through the grooves present on the cylinder head, and pools there. The coolant pooling contributes to the seal degrading, eventually allowing the coolant to leak into the engine's cylinders. The degraded seals can be seen below:



1 343. The coolant leak causes two related problems. First, the leak results in insufficient
2 coolant levels and, consequently, engine overheating. Engine overheating is well known to cause
3 catastrophic damage to an engine. For example, overheating can cause the cylinder head to crack.
4 Engine overheating can also warp other internal components, such as pistons. Additionally, when
5 an engine overheats sufficiently, it causes a loss of oil viscosity, which can lead the engine to
6 completely seize. In some instances, engine overheating can result in engine fire.

7 344. The second related problem caused by the coolant leak occurs as a result of the coolant
8 leaking *into* the cylinders. Coolant should not enter the cylinders, and when it does, it causes the
9 engine to misfire. Coolant in the cylinders is burned through the combustion chamber and exits
10 through the vehicle's exhaust, sometimes resulting in smoke emitting from the vehicles' exhaust. In
11 addition, coolant that enters the cylinders mixes with the oil on the cylinder walls, causing oil
12 dilution and contamination, which in turn cause corrosion and excessive wear on bearings and other
13 internal engine surfaces.

14 345. The Engine Defect can occur at low mileage, often while the vehicle remains within
15 the warranty period.

16 346. Ford's insufficient Band-Aid repair measures, such as installing a low coolant sensor,
17 and/or the replacement of faulty EcoBoost engines in Class Vehicles with equally defective
18 replacement engines leave Class Vehicles susceptible to repeated failure.

19 347. Because of the Engine Defect, consumers are forced to pay thousands of dollars out
20 of pocket, despite the fact that the repair does not remedy the Engine Defect and leaves consumers
21 still subject to future risk of failure.

22 348. Ford has apparently developed a feasible alternative design for an EcoBoost engine
23 that does not contain the defect Class Vehicles suffer from but has not used these newly-developed
24 non-defective engines to replace failed EcoBoost engines installed in Class Vehicles, leaving Class
25 Members to face the specter of repeated engine failure and engine fires.

26 **B. The Engine Defect Poses a Safety Risk to Vehicle Drivers, Passengers, and the**
27 **Public.**

28 349. The Engine Defect poses a safety hazard to drivers, passengers, and the public because

an engine with insufficient coolant and/or coolant in its cylinders can misfire, suddenly fail, catch on fire while the vehicle is otherwise in normal operation. Sudden engine failures and engine fires create serious risks of injury or death to those inside the vehicle and to others nearby.

350. For instance, one complaint filed with NHTSA detailed a consumer's experience while driving a 2017 Ford Edge with their family in the car. The driver pulled over to the side of the road and saw smoke coming out of the car. Within minutes after the family evacuated the vehicle, "the entire car was engulfed in flames."¹

351. Another 2017 Ford Edge owner described experiencing complete engine failure while on the highway: "Suddenly the car basically went dead while in motion going 75 miles per hour. I had to steer it off the highway and turn it off, leaving us stranded on the side of the highway for 4 hours." This event occurred after the driver had received a check engine alert, and had the engine's head gasket replaced due to coolant in the cylinder. Following the total engine failure, it was determined that coolant had leaked into the cylinder, causing misfiring and engine failure, for the second time in less than 12 months. The complaint stated that the author was forced to pay \$7,000.00 for a full engine replacement.²

352. As these instances demonstrate, engine failures put the vehicle occupants and others on the road in extreme risk of accidents, and engine fires pose a potentially lethal hazard.

353. As further detailed below, the NHTSA website is replete with similar complaints of smoking vehicles, engine failures while the car is in operation on the road, and fires. Additionally, these complaints highlight that the Engine Defect often requires repeated repairs, each of which can cost consumers thousands of dollars.

C. Ford Knew That the EcoBoost Engines in the Subject Vehicles Were Defective Since At Least 2012, But It Continued to Sell These Engines Anyway.

1. Over the Past Decade, Ford Has Issued Multiple Ineffective Recalls for Issues Relating to Coolant Leaks and Overheating in EcoBoost Engines.

354. Consumers began to experience failures with the EcoBoost Engine almost

¹ NHTSA ID No. 11020178, Complaint Date Aug. 28, 2017.

² NHTSA ID No. 11338725, Complaint Date July 11, 2020.

1 immediately after Ford released it into the market in 2012, which prompted Ford to subsequently
2 issue a series of inadequate, piecemeal recalls. Ford has known about the Engine Defect since at
3 least June 2012, when it received an unusually high number of complaints that revealed serious
4 safety issues with the EcoBoost Engine. Indeed, as Ford later informed NHTSA, between September
5 7, 2012 and November 29, 2012, Ford was aware of at least nine incidents during which vehicles
6 with the EcoBoost engine caught on fire.

7 355. In light of the mounting engine failures from the problematic launch of the
8 EcoBoost Engine, Ford issued Recall Campaign 12S41 (NHTSA Recall No. 12V551) (the “2012
9 Recall”) on November 30, 2012, and announced that vehicles equipped with the 1.6L EcoBoost
10 engine “may experience engine overheating that can lead to fluid leaks that may come into contact
11 with the hot exhaust system that may result in a fire.” As explained in the chronology Ford
12 submitted to NHTSA along with notice of the problem, Ford prepared for this recall at least
13 several months in advance, given the time it takes to prepare a fix for vehicles already operating in
14 the field.

15 356. Ford limited the 2012 Recall to only certain 2013 Ford Escape and 2013 Ford Fusion
16 vehicles with the 1.6L EcoBoost engine. Thus, rather than recalling the full fleet of Ford vehicles
17 on the market that were equipped with the defective EcoBoost engine—including the 1.5L and 2.0L
18 EcoBoost Engines that were built on the same design and made from the same materials—Ford
19 chose to recall only a portion of Escapes and Fusions with the EcoBoost Engine, and it continued
20 to sell the Class Vehicles despite the ongoing danger of the Engine Defect.

21 357. Ford’s supposed “fix” with the 2012 Recall was ineffective. Rather than
22 redesigning and replacing the EcoBoost Engine to address the root cause of the problem, Ford’s
23 recall servicing involved a mere check for diagnostic trouble codes and engine fluid leaks, and a
24 reprogram of the vehicle’s powertrain control module. In other words, the remedy was ineffective
25 because it merely attempted to address the symptoms of the Engine Defect but not its actual cause.

26 358. As part of the 2012 Recall, Ford established a “cross functional task force to further
27 investigate these fires.” Testing conducted as part of this investigation “indicated engine
28 overheating and cracked cylinder heads that allowed oil to leak.” Indeed, on November 18, 2013—

1 nearly a year after Ford rolled out the 2012 Recall— Ford’s Field Review Committee “determined
2 that a safety defect exists, and that a voluntary safety recall should be conducted.”

3 359. On November 25, 2013, Ford initiated Recall Campaign 13S12 (NHTSA Recall No.
4 13V583) (the “2013 Recall”). As indicated in the chronology Ford submitted to NHTSA along with
5 notice of the problem, its investigation was linked to the 2012 Recall, and further, Ford had been
6 involved in an ongoing investigation which led to the 2013 Recall since that time. Further, Ford
7 prepared for this recall at least several months in advance, given the time it takes to prepare a fix
8 for vehicles already operating in the field. As with the 2012 Recall, Ford failed to extend a fix to all
9 of the Class Vehicles and instead limited the recall to 2013 Ford Escapes with the 1.6L EcoBoost
10 engine (approximately 139,917 vehicles). The 2013 Recall again warned of the risk of “localized
11 overheating of the engine cylinder head,” which “may cause the cylinder head to crack, causing an
12 oil leak that may result in a fire in the engine compartment.” The 2013 Recall superseded the 2012
13 Recall.

14 360. Ford’s solution in the 2013 Recall was to add “a new engine temperature sensor.”³
15 This sensor could detect when the engine was overheating but it did nothing to prevent the coolant
16 leaks. Again, Ford’s recall remedy was ineffective because it attempted to address only the
17 symptoms of the Engine Defect and not its root cause.

18 361. Because the 2012 Recall and the 2013 Recall were ineffective and incomplete, owners
19 of vehicles equipped with the EcoBoost Engine continued to experience problems with overheating
20 and fluid leaks. In 2016, Ford again investigated an ongoing series of numerous complaints about
21 engine fires. As Ford later informed NHTSA, starting in June 2016 Ford’s North American Critical
22 Concern Review Group “reviewed data related to underhood fire allegations on 2014 Escape
23 vehicles equipped with 1.6L GTDI [EcoBoost] engines.” This data included dozens of customer
24 reports of engine overheating caused by coolant loss from a cracked cylinder head. Based on this
25 data, Ford ultimately concluded the EcoBoost Engines were experiencing yet another safety defect,
26

27 ³ Letter from Ford to All U.S. Ford and Lincoln Dealers, “SUBJECT: STOP SALE /
28 DEMONSTRATION / DELIVERY HOLD” (Jan. 23, 2014), available at
<https://static.nhtsa.gov/odi/rci/2013/RCRIT-13V583-1656.pdf> (last accessed Sept. 27, 2022).

1 which was evidently caused by the same root cause: the Engine Defect. Despite receipt of this data
2 confirming that the EcoBoost Engines were continuing to experience the Engine Defect, Ford did
3 not attempt to take steps to remedy the issue for nearly a year.

4 362. On March 27, 2017, Ford informed NHTSA that vehicles equipped with the 1.6L
5 EcoBoost engine “may experience underhood fires due to localized overheating of the engine
6 cylinder head, potentially leading to cracks and resulting in oil leaks.” Indications of a possible
7 engine overeat include “[a] visible coolant leak, an engine overheat warning message in the
8 instrument cluster, repeatedly refilling coolant, or a low level in the coolant bottle.”

9 363. Ford’s Field Review Committee reviewed the data from these incidents and concluded
10 that it would be necessary to issue a safety recall for “all vehicles in North America equipped with
11 a 1.6L GTDI engine built prior to February 14, 2014.” Accordingly, on December 13, 2017, Ford
12 issued Recall Campaign 17S09 (NHTSA Recall No. 17V209) (the “2017 Recall”). As indicated in
13 the chronology Ford submitted to NHTSA along with notice of the problem, its investigation was
14 linked to the 2013 Recall, and further, Ford had been involved in an ongoing investigation which
15 dated from June 2016. That investigation included a review of reports of engine overheating in the
16 winter months of early 2016. Further, Ford prepared for this recall at least several months in
17 advance, given the time it takes to prepare a fix for vehicles already operating in the field. The 2017
18 Recall applied to the following vehicle models equipped with the 1.6L EcoBoost engine: 2014 Ford
19 Escape, 2014-2015 Ford Fiesta ST, 2013-2014 Ford Fusion, and 2013-2015 Ford Transit Connect.

20 364. The 2017 Recall called for the installation of a coolant level sensor in the recalled
21 vehicles to alert drivers when the engine coolant needed to be refilled. As with the prior recalls,
22 Ford once again failed to address the root cause of the Engine Defect with the 2017 Recall. The
23 coolant level sensor did nothing to prevent the continued coolant leaks and was yet another woefully
24 inadequate recall strategy. And like the previous recalls, Ford continued to limit the recall to only
25 certain vehicles with the 1.6L EcoBoost engines, even though the 1.5L and 2.0L EcoBoost engines
26 were designed with the same engine block design, are made from the same materials, and suffer
27 from the same Engine Defect.

28 365. Despite receiving complaints regarding vehicles with the 1.5L and 2.0L EcoBoost

Engines, Ford has never expanded its recalls to all vehicle models and model years that suffer from the Engine Defect.

366. The 2012, 2013, and 2017 Recalls were insufficient to address the underlying Engine Defect and do not come close to remedying the ongoing harm to Plaintiffs and Class Members. Ford knew about the dangers of the Engine Defect but still proceeded to sell Class Vehicles to Plaintiffs and Class Members without disclosing the true defective nature of the EcoBoost Engine. Rather than warning the public about the Engine Defect and issuing a comprehensive recall that would tackle the root cause in the EcoBoost Engine's design for all Class Vehicles, Ford chose to put profits over safety so it could boost its profits in vehicles sales.

2. Ford Knew of the Engine Defect from Its Pre-Release Design, Manufacture, Engineering, and Testing Data.

367. During the pre-release process of designing, manufacturing, engineering, and testing the Class Vehicles, Ford necessarily would have gained comprehensive and exclusive knowledge about the EcoBoost Engine, particularly the basic engineering principles behind the construction and function of the engine and the expected conditions and uses the engine would encounter in ordinary use.

368. An adequate pre-release analysis of the design, engineering, and manufacture of the EcoBoost Engine in the Class Vehicles would have revealed to Ford that the engine was defective and susceptible to leaking coolant, thus causing the Vehicle to overheat.

369. Ford is experienced in the design and manufacture of consumer vehicles. As an experienced manufacturer, Ford conducts tests, including pre-sale durability testing, on incoming components, including the engines, to verify the parts are free from defect and align with Ford's specifications.⁴ This is particularly true of components and systems which Ford intends to put in millions of its vehicles, as the company intended with the EcoBoost engine.

⁴ Akweli Parker, *How Car Testing Works*, HowStuffWorks.com, <http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm> ("The idea behind car testing is that it allows manufactures to work out all the kinks and potential problems of a model before it goes into full production.") (last visited Sept. 27, 2022).

1 370. In particular, Ford has extensive proving grounds and testing facilities to ensure that
2 prototype engines and other vehicle components meet specifications and to test for unforeseen
3 defects in design and manufacture. Ford has such facilities in Thailand, India, Australia, the Middle
4 East, China, and throughout the United States, including the extensive Dearborn Development
5 Center located in Dearborn, Michigan, and Mexico, where “Ford vehicles and components are
6 ‘shaken, rattled and rolled’ in a variety of tests, some conducted in temperatures ranging from an
7 arctic minus 40 degrees Celsius, to desert-scorching heat of over 50 degrees Celsius.”⁵

8 371. One of the test protocols is the Total Durability Cycle. As described by Ford,
9 prototype and pre-production vehicles go through:

10 sped-up evaluation runs around the clock, day and night, to simulate 10
11 years, or 240,000km, of severe customer usage in just a few weeks.
12 Gravel roads, cobblestones, pot-holes, curbs and water baths feature in
13 this grueling test. Just for good measure, environmental factors like
 dust, water and mud are thrown in, while dynamometers simulate
 towing heavy loads in traffic and over mountain passes.⁶

14 372. Ford has standard durability and reliability testing for all its produced engines, per
15 Ford’s Advanced Engine Design and Development manager, Brett Hinds.⁷ This includes 20
16 different dynamometer tests to verify the reliability of the engine under maximum speeds and loads,
17 as well as coolant and oil temperatures.⁸

18 373. One such test is the Road Cycle Durability test, which is designed to replicate
19 customer driving and maintenance patterns. This test includes one thousand cold starts, followed
20 by sustained operation at peak torque and power. During the course of this test, the coolant
21 temperature can range from 53 degrees Fahrenheit to 203 degrees Fahrenheit. Ford runs this test for
22

23 ⁵ Testing in the Extremes: How Ford’s Multiple Testing Facilities Push Vehicles to the Limit,
24 Ford Media Center (July 10, 2019), [https://media.ford.com/content/fordmedia/img/me/en/news/2019/10/07/testing-in-the-extremes--
25 how-fords-multiple-testing-facilities-p.html](https://media.ford.com/content/fordmedia/img/me/en/news/2019/10/07/testing-in-the-extremes--how-fords-multiple-testing-facilities-p.html) (last visited Sept. 27, 2022).

26 ⁶ *Id.*

27 ⁷ Ford EcoBoost Engines Cruise 1 Million Miles in in Testing, Delivering Fuel Economy,
28 Performance, Automotive-Fleet.com, (Sept. 5, 2008), [https://www.automotive-
fleet.com/62083/ford-ecoboost-engines-cruise-1-million-miles-in-testing-delivering-fuel-
economy-performance](https://www.automotive-fleet.com/62083/ford-ecoboost-engines-cruise-1-million-miles-in-testing-delivering-fuel-economy-performance) (last visited Sept. 27, 2022).

⁸ *Id.*

1 1,000 hours, ultimately simulating 60,000 road miles under the most extreme conditions. This test
2 in particular would have revealed the Defect, which often manifests prior to 60,000 miles during
3 typical vehicle operations.⁹

4 374. Ford has confirmed that such tests are global and were done on all the EcoBoost
5 engines, including the 1.5L, 1.6L, and 2.0L capacity models. In a 2014 *Car & Driver* article, Mike
6 Herr, an engine durability specialist at Ford, stated that Ford's engine tests "incorporate[e] the most-
7 extreme tests for each operation."¹⁰ The article goes on to describe the global thermal test, in which
8 engineers run an engine up to peak power and when the water temperature hits 230 degrees, they
9 turn off the engine and pump minus-22-degree coolant through the engine for 15 minutes. They
10 then turn on the engine, allow it to rest for 20 seconds, then rev to top performance, so that the
11 temperature rises to 230 degrees once more and oil temperature rises to 280. This process is repeated
12 five times, and any given engine undergoes this process 350 times during the full durability test.¹¹
13 This testing would have necessarily revealed the Engine Defect before Ford began selling the Class
14 Vehicles.

15 375. Such testing is required on all Ford engines but was especially important on the
16 EcoBoost engine. As described by Jeff Kolodziejczyk, a Ford engine-development supervisor,
17 "Our EcoBoost engines have more-complex cooling systems to cope with integrated exhaust
18 manifolds, turbochargers, and local hot spots. Our 1.6-liter has four separate valves to regulate
19 cooling flow."¹²

20 376. As a result, discovery will show that Ford's durability and reliability testing, done
21 both before EcoBoost engines were built into the first of the Class Vehicles and after they were
22 installed in Class Vehicles, revealed the existence of the Defect to Ford. Such testing was repeated
23

24 ⁹ *Id.*

25 ¹⁰ Csaba Csere, How Powertrain Development Teams Ensure Durability by Beating the Crap Out
26 of Engines, *CAR & DRIVER*, Feb. 2014, *available at*,
27 [https://www.caranddriver.com/news/a15366911/how-powertrain-development-teams-ensure-](https://www.caranddriver.com/news/a15366911/how-powertrain-development-teams-ensure-durability-by-beating-the-crap-out-of-engines/)
durability-by-beating-the-crap-out-of-engines/ (last visited Sept. 27, 2022).

28 ¹¹ *Id.*

¹² *Id.*

1 for each production model year, and was particularly robust in 2013 as the re-designed 4-cylinder
 2 EcoBoost engines were to be installed in model year 2015 vehicles built in 2014.¹³ As such, Ford
 3 would have been made aware of the Defect prior to sale of the first Class Vehicles.

4 **3. Ford Knew About the Engine Defect from Voluminous Internal Data on**
 5 **Repairs and Consumer Complaints.**

6 377. Ford was also aware of the Engine Defect through repair data, warranty data, and
 7 other internal processes. Indeed, shortly after Ford released the EcoBoost Engine, customers began
 8 to request warranty repairs and complained to Ford dealers, personnel, and other sources about
 9 coolant leaks in their Class Vehicles.

10 378. One of Ford's internal processes for reviewing complaints related to defects like the
 11 Engine Defect is Ford's Critical Concern Review Group (CCRG). When Ford becomes aware of a
 12 safety-related defect—whether through warranty repair data, customer service reports, or other
 13 sources—the CCRG will investigate the issue, review and assess the problem, and recommend
 14 corrective actions including recalls.

15 379. On information and belief, the level of warranty claims, consumer complaints, and
 16 comments from Ford dealers and technicians would have informed the CCRG and other Ford
 17 employees and quality-control entities of the Engine Defect. Indeed, as discussed above, Ford
 18 informed NHTSA that the CCRG analyzed incident data relevant to the Engine Defect and
 19 ultimately helped conclude that Ford should issue numerous recalls related to this issue.

20 380. Preliminary discovery bears out the assertion that the CCRG or other internal Ford
 21 processes have known about the Engine Defect at least since Ford released the EcoBoost Engine.
 22 For example, according to data Ford submitted to NHTSA in connection with the agency's
 23 investigation of the Engine Defect, between 2012 and 2018, MY2013 and MY2014 Ford Escape
 24 owners and lessees filed over **24,000** warranty claims. FORD-MILLER 00007087. Based on
 25
 26

27 ¹³ Richard Truett, *Ford to replace 2.0-liter EcoBoost after just 4 years*, AUTOMOTIVE NEWS, (June
 28 30, 2014), available at <https://www.autonews.com/article/20140630/OEM06/306309977/ford-to-replace-2-0-liter-ecoboost-after-just-4-years> (last visited Sept. 27, 2022).

1 Plaintiffs' initial review of these materials, at least several thousands of these claims appear to relate
2 to the Engine Defect.

3 381. As a further example, Ford's Common Quality Indicator System (CQIS), which
4 collects data from more than 40 Ford sources (including customer surveys, field service and quality
5 engineers, and reports from Ford technical hotlines), received over **1,400** reports for issues in
6 MY2013 and MY2014 Ford Escapes between 2012 and 2018. FORD-MILLER 00007087.

7 382. In sum, from 2012 to 2018, Ford received thousands of internal complaints about and
8 performed service on thousands of EcoBoost Engine-equipped vehicles leaking coolant and
9 overheating. Despite this, Ford did not notify consumers about the scope of the Engine Defect.
10 When Ford did issue recalls, it did not extend them to the full scope of affected vehicles, nor did its
11 solution effectively fix the Engine Defect. Although the existing data demonstrates the severity of
12 the problem and Ford's early knowledge of these issues, further discovery will reveal the full
13 magnitude of the complaints.

14 **4. Ford Was Aware of the Engine Defect from Class Member Complaints**
15 **Collected by NHTSA.**

16 383. Ford also knew or should have known about the Engine Defect based on the unusually
17 high volume of consumer complaints submitted to NHTSA.

18 384. Consumers began filing complaints to NHTSA about issues relating to the Engine
19 Defect as early as October 16, 2012, when one owner of a 2013 Ford Escape with a 1.6L EcoBoost
20 Engine, reported that the car "burst into flames and was destroyed" after "the high engine
21 temperature warning light came on" while driving on the highway and the vehicle coasted to a stop.
22 (NHTSA Complaint ID 10480692).

23 385. Over the next decade, consumers continued to complain about coolant leaks and
24 overheating in vehicles equipped with the EcoBoost Engine. These complaints are spread
25 consistently over the Class Period across the various Class Vehicles, and all reported serious
26 problems with the EcoBoost Engine. A selection of these complaints follows.

27 a. April 11, 2013 (NHTSA Complaint ID 10505960; 2013 Ford Escape, 1.6L):
28 "VEHICLE REPORTED ENGINE TEMPERATURE TOO HIGH AND THAT I SHOULD PULL

1 OVER SAFELY. THIS IS THE SAME ENGINE OVERHEATING / FIRE HAZARD PROBLEM
2 SUPPOSEDLY FIXED DURING DECEMBER 2012 RECALL.”

3 b. June 26, 2013 (NHTSA Complaint ID 10521995; 2013 Ford Escape, 1.6L):
4 “MY CAR HAS OVERHEATED TWICE AFTER THE RECALL FIX. MY COOLANT WAS
5 VIOLENTLY BOILING OVER. MY TRANSMISSION IS ALSO GROSSLY SHIFTING
6 INCORRECTLY. I ALMOST GOT HIT BY ANOTHER CAR WHEN I WAS TRYING TO
7 MERGE ONTO THE FREEWAY SINCE IT WASN’T GOING TO THE NEXT GEAR. THE
8 TRANSMISSION REDLINED AND THEN SHIFTED. I CHECKED MY OBT AND I’M NOT
9 GETTING ANY CODES FOR THESE PROBLEMS. I’M NOT SURE WHAT TO DO
10 ANYMORE SINCE ANYTIME I’VE BROUGHT MY CAR IN THEY HAVEN’T FOUND ANY
11 ISSUES. I’VE BROUGHT MY CAR IN SEVERAL TIMES ABOUT THE ENGINE AND
12 TRANSMISSION AND NO ISSUES HAVE BEEN FOUND. I DRIVE THROUGH THE SANTA
13 CRUZ MOUNTAINS EVERY WEEK AND I’M AFRAID ONE DAY MY ENGINE WILL
14 CATCH ON FIRE (HILLY ROADS AND LOW SPEEDS CAUSE THE ENGINE TO RUN HOT).
15 IT WOULD BE DISASTROUS FOR THE STATE OF CALIFORNIA IF A WILDFIRE WAS
16 STARTED DUE TO THIS CAR. *TR”

17 c. November 19, 2013 (NHTSA Complaint ID 10552925; 2013 Ford Escape,
18 1.6L): “MY CAR IS STILL OVERHEATING AFTER BRINGING IT INTO THE DEALER 6
19 TIMES. THEY HAVE DONE THE RECALL FIX TWICE NOW. THERE APPEARS TO BE
20 SMOKE COMING OUT OF MY HOOD NOW WITH A BURNT SMELL. THE BURNING AND
21 COOLANT SMELL IS TRIGGERING MY ASTHMA WHILE DRIVING. *TR”

22 d. January 27, 2014 (NHTSA Complaint ID 10561719; 2013 Ford Escape, 1.6L):
23 “I PURCHASED MY 2013 FORD ESCAPE IN SEPT 2012. SINCE THAT TIME THE VEHICLE
24 HAS BEEN RECALLED 5 TIMES FOR FIRE HAZARDS. I HAVE TAKEN IT IN TWICE FOR
25 THE SMELL OF ANTIFREEZE AND A CHECK ENGINE LIGHT. I WAS TOLD THE SMELL
26 WAS MY AIR FRESHENER, I THEN TOOK IT BACK A SECOND TIME WITH THE CHECK
27 ENGINE LIGHT ON AND HAS A SENSOR REPLACED THAT I WAS TOLD WOULD BE
28 THE REASON I WAS SMELLING ANTIFREEZE. IT HAS BEEN RECALLED SEVERAL

1 TIMES FOR FIRE HAZARDS THAT ARE VERY SIMILAR TO THE CURRENT RECALL. I
 2 AM VERY CONCERNED ABOUT THE MULTITUDE OF RECALLS FOR FIRE HAZARDS
 3 ON THIS CAR. I DRIVE A LOT OF MILES AS I AM A HOME HEALTH CARE NURSE AND
 4 ARE FREQUENTLY IN VERY RURAL AREAS. MY CONCERN IS THIS, 1. HOW CAN I
 5 TRUST THAT MY VEHICLE WILL SAFELY GET ME TO MY TWO JOBS. 2. THE NUMBER
 6 OF RECALLS FOR FIRE HAZARDS LETS ME KNOW THAT THEY HAVE NOT PROPERLY
 7 FIXED MY CAR IN THE PAST RECALLS. 3. I AM A MOTHER OF A CHILD THAT IS VERY
 8 INVOLVED IN SPORTS THAT REQUIRES ME TO TRANSPORT MANY TEENAGERS TO
 9 MULTIPLE MEETS, SOME MANY MILES FROM HOME. I HAVE TALKED TO FORD
 10 MOTOR COMPANY WITH MY CONCERNS AND THEY HAVE ONLY TOLD ME THAT
 11 THERE IS NOTHING I CAN DO ABOUT THIS. THEY HAVE NO SOLUTION TO THIS AND
 12 STATED THAT I COULD NOT FILE LEMON LAW BECAUSE IN TN IT HAS TO BE IN THE
 13 SHOP FOR MORE THAN 30 DAYS. I ASKED IF THEY WOULD REPLACE IT WITH A 2.0
 14 LITER CAR AS THEY HAVE NOT HAD THE RECALLS THAT MY CURRENT 1.6L HAS
 15 BUT I WAS LAUGHED AT. I AM VERY CONCERNED ABOUT MY AND MY FAMILIES
 16 SAFETY. *TR”

17 e. May 23, 2017 (NHTSA Complaint ID 10991197; 2013 Ford Fusion, 1.6L):
 18 “TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING AT ANY SPEED,
 19 THE VEHICLE OVERHEATED AND SHUT OFF. THE VEHICLE WAS PUSHED TO THE
 20 SIDE OF THE ROAD AND RESTARTED. THE VEHICLE WAS TAKEN TO THE DEALER
 21 WHERE IT WAS DIAGNOSED THAT THERE WAS A LEAK IN THE COOLING SYSTEM.
 22 THE COOLING SYSTEM WAS CLEANED AND THE WATER PUMP WAS REPLACED, BUT
 23 THE FAILURE RECURRED. THE VEHICLE WAS TAKEN BACK TO THE DEALER AND
 24 THE BATTERY WAS REPLACED, BUT THE FAILURE RECURRED AND THE CHECK
 25 ENGINE INDICATOR ILLUMINATED. THE CONTACT TOOK THE VEHICLE TO THE
 26 DEALER. THE TECHNICIAN REPLACED THE COOLANT VALVE AND
 27 REPROGRAMMED THE COMPUTER SYSTEM. A FEW MONTHS LATER, THE ENGINE
 28 VIBRATED WHEN THE AIR CONDITIONER WAS ACTIVATED. THE VEHICLE WAS

1 TAKEN TO THE DEALER AND THE AIR CONDITIONING COMPRESSOR WAS
 2 REPLACED. THE FAILURE RECURRED AND THE CHECK ENGINE INDICATOR
 3 ILLUMINATED. THE VEHICLE WAS TAKEN BACK TO THE DEALER AND THE
 4 TECHNICIAN REPLACED THE SOLENOID, BUT THE FAILURE RECURRED. THE
 5 VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF
 6 THE FAILURES. THE CONTACT LATER RECEIVED NOTIFICATION OF NHTSA
 7 CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE FAILURE
 8 MILEAGE WAS 17,000. VIN TOOL CONFIRMS PARTS NOT AVAILABLE. ...UPDATED
 9 07/20/17 *BF UPDATED 9/28/18*JB”

10 f. August 30, 2017 (NHTSA Complaint ID 11020539; 2015 Ford Fusion, 1.5L):
 11 “TL* THE CONTACT OWNS A 2015 FORD FUSION. THE CONTACT STATED THAT
 12 WHILE DRIVING AT 40 MPH, THE VEHICLE LOST POWER WITHOUT WARNING. THE
 13 VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHERE THE MECHANIC
 14 WAS UNABLE TO PROVIDE A DIAGNOSIS. THE VEHICLE WAS THEN TOWED TO
 15 SAYVILLE FORD LOCATED AT 5686 SUNRISE HWY, SAYVILLE, NY 11782 WHERE IT
 16 WAS DIAGNOSED THAT COOLANT WAS LEAKING AND BEING BURNED INSIDE THE
 17 ENGINE MANIFOLD AND THE COOLER INTAKE MANIFOLD, RELATED GASKETS AND
 18 SEALS NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED, HOWEVER, THE
 19 CHECK ENGINE LIGHT ILLUMINATED AND THE VEHICLE WAS TAKEN BACK TO
 20 SABLE FORD, WHERE THE VEHICLE HAD NOT YET BEEN DIAGNOSED OR REPAIRED.
 21 THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND ADVISED THE
 22 CONTACT TO FILE A COMPLAINT WITH NHTSA. THE APPROXIMATE FAILURE
 23 MILEAGE WAS 83,000. ..UPDATED 10/25/17 *BF *JS”

24 386. In total, there were over 2,000 NHTSA complaints reporting problems with Class
 25 Vehicles related to the Engine Defect. Plaintiffs have identified at least 230 such complaints
 26 submitted between 2012 and 2017 alone, which are compiled and attached as **Exhibit 2**.

27 387. Furthermore, on July 16, 2018, NHTSA’s Office of Defects Investigation (ODI)
 28 announced it received 40 Vehicle Owner Questionnaire (VOQ) reports for 2013 Ford Escape

1 vehicles equipped with the 1.6L EcoBoost engine.¹⁴ These individuals reported “that the vehicle
 2 will suddenly stall without warning while driving” and that the “stalling was caused by overheating
 3 of the engine resulting in delayed or no restart possible.” As a result of these reports, NHTSA opened
 4 Investigation PE18-007 in order “to investigate allegations of loss of motive power” in these
 5 vehicles.¹⁵ This investigation remains ongoing.

6 388. As is made apparent by the above examples and those discussed earlier in this
 7 Complaint, consumers have repeatedly and clearly alerted NHTSA ODI about the Engine Defect
 8 and Ford was, or should have been, aware of and monitoring those complaints. Given the volume
 9 of complaints, Ford was surely aware of the defect plaguing EcoBoost Engines in the Class
 10 Vehicles.

11 389. Moreover, the large number and consistency of Class Member complaints describing
 12 the propensity of EcoBoost engines in Class Vehicles to leak coolant, expel white smoke, shut down
 13 while in use, and/or spontaneously catch fire—as a result of the Engine Defect— demonstrate that
 14 Class Members consider the Engine Defect to be a material safety issue to the reasonable consumer.

15 **5. Ford is Well Aware that Its Recalls Have Been Ineffective and It**
 16 **Continues to Issue Technical Service Bulletins Regarding the Engine**
 17 **Defect.**

18 390. Since 2018, Ford has issued nearly a dozen technical service bulletins (TSBs) to
 19 address the Engine Defect. A TSB is a communication issued by a manufacturer that advises a repair
 20 shop that many owners of the vehicles at issue are experiencing a similar problem and, like recall
 21 notices, includes recommended technical steps as to how to address the problem. Ford’s multiple
 22 and ongoing release of these TSBs demonstrate that Ford is well aware of the Engine Defect but has
 23 still been unable to address the problem. Plaintiffs have copied the language of the various TSBs
 24 below.

25 _____
 26 ¹⁴ NHTSA, ODI Resume (Investigation PE 18-007), opened July 16, 2018, *available at*
<https://static.nhtsa.gov/odi/inv/2018/INOA-PE18007-9851.pdf> (last visited Sept. 27, 2022)

27 ¹⁵ Letter to Todd Fronckowiak, Assistant Global Director, Automotive Safety Office, Ford Motor
 28 Co., NHTSA (Aug. 2, 2018), *available at* <https://static.nhtsa.gov/odi/inv/2018/INIM-PE18007-72978.pdf> (last visited Sept. 27, 2022)

1 a. 3/30/2018 SSM 47204 – Some 2015-2018 Fusion/MKZ/MKC/Escape/
2 Edge vehicles equipped with a 2.0L EcoBoost engine may exhibit a runs rough condition with DTCs
3 P0300, P0301, P0302, P0303, P0304 and/or P0316. This may be due to coolant intrusion due to
4 corrosion on the engine block. To diagnose this concern, with the engine at normal operating
5 temperature, pressurize the cooling system to 138 kPa (20 psi) and hold for 5 hours. If the coolant
6 pressure drops 27.57 kPa (4psi), remove the spark plugs and inspect for coolant in the cylinders. If
7 coolant is found in any of the cylinders, replace the engine long block assembly. Follow normal
8 prior approval process for your Dealership. However, follow the diagnostic repair procedure in this
9 article to determine correct repair. For claiming, use causal part 6006 and applicable labor
10 operations in Section 6 of the SLTS Manual.

11 b. 8/13/2018 SSM 47462 – 2015-2018 Edge, Fusion, Focus, MKZ, MKC,
12 Escape vehicles equipped with a 2.0L EcoBoost engine may exhibit coolant consumption, white
13 smoke and/or a runs rough condition. Refer to the extended coolant pressure test and checking for
14 combustion gases in Workshop Manual (WSM), Section 303-03A. If internal coolant loss is
15 confirmed, further investigation of the head gasket interface is required. Carefully inspect the
16 cylinder block and head for erosion, pitting, and flatness defects, primarily between the cylinder to
17 cylinder bore bridges. If defects to the aluminum surface on the cylinder block and/or cylinder head
18 are found, follow the cost cap tool for component replacement. Follow WSM, Section 303-01A for
19 the repair procedures

20 c. 10/30/2018 SSM 47625 – Some 2014-2019 Fusion and 2017-2019
21 Escape vehicles equipped with a 1.5L EcoBoost engine may exhibit coolant consumption and white
22 smoke concern. Follow the Cooling System Pressure Test procedure in Workshop Manual (WSM),
23 Section 303-03, pressurize the cooling system to 138 kPa (20 psi) and hold for 5 hours. If cooling
24 system pressure drops 27.57kPa(4psi) after 5 hours and internal engine coolant loss is confirmed,
25 further investigation of the head gasket interface is required. Carefully inspect cylinder block for
26 erosion, pitting, and flatness. Defects will be between the engine block cylinders and cylinder bore
27 bridges. If defects with the surface of the cylinder block and/or cylinder head are identified, follow
28 WSM, Section 303-01A procedures for repairs. Complete cost cap as needed to determine the most

1 cost-effective repair.

2 d. 3/7/2019 SSM 47849 – Some 2014-2019 Fusion and 2017-2019
3 Escape equipped with 1.5L EcoBoost engine may exhibit coolant consumption and white smoke
4 concern. Follow the Cooling System Pressure Test procedure in WSM, Section 303-03, pressurize
5 the cooling system to 138kPa(20 psi) and hold for 5 hours. If cooling system pressure drops
6 27.57kPa(4psi) after 5 hours and internal engine coolant loss is confirmed, further investigation of
7 the engine block surface to head gasket interface is required. Carefully inspect engine block
8 cylinders and cylinder bore bridges for erosion, pitting, and flatness. If defects with the cylinder
9 block surface are identified, follow WSM, Section 303-01A procedures for repairs. Complete cost
10 cap as needed to determine the most cost-effective repair. Ford has found that all returned cylinder
11 heads pass inspection and may have been reused.

12 e. 12/11/2019 TSB 19-2375 – 2017-2019 Ford Escape; 2014-2019 Ford
13 Fusion. This article supersedes TSB 19-2139 to update the production fix date. Some 2014-2019
14 Fusion vehicles built on or before 10-Jun-2019 and 2017-2019 Escape vehicles built on or before
15 08-Apr-2019 equipped with a 1.5L EcoBoost engine may exhibit low coolant level, white exhaust
16 smoke and/or runs rough condition with or without an illuminated malfunction indicator light (MIL)
17 with only diagnostic trouble codes (DTCs) P0300, P0301-P0304, P0316, P0217, P1285 and/or
18 P1299 stored in powertrain control module (PCM). This may be due to coolant intrusion into the
19 cylinder. To resolve the condition, replace the short block and head gasket.

20 f. 12/20/2019 TSB 19-2346 – 2015-2018 Ford Edge; 2017-2019 Ford Escape,
21 Fusion; 2017-2019 Lincoln MKC, MKZ. Some 2015-2018 Edge and 2017-2019
22 Fusion/MKZ/Escape/MKC vehicles equipped with a 2.0L EcoBoost engine may exhibit a low
23 coolant level, white exhaust smoke and/or a runs rough condition with or without an illuminated
24 malfunction indicator lamp (MIL). Diagnostic trouble codes (DTCs) may include P0300, P0301-
25 P0304, P0316, P0217, P1285 and/or P1299 stored in powertrain control module (PCM). This may
26 be due to coolant intrusion into the cylinder. To correct the condition, follow the Service Procedure
27 steps to replace the long block engine assembly.

28 g. 4/2/2020 TSB 20-2100 – Some 2014-2019 Fusion vehicles built on or before

1 10-Jun-2019 and 2017-2019 Escape vehicles built on or before 08-Apr-2019 equipped with a 1.5L
 2 EcoBoost engine may exhibit low coolant level, white exhaust smoke and/or runs rough condition
 3 with or without an illuminated malfunction indicator light (MIL) with only diagnostic trouble codes
 4 (DTCs) P0300, P0301-P0304, P0316, P0217, P1285 and/or P1299 stored in powertrain control
 5 module (PCM). This may be due to coolant intrusion into the cylinder. To resolve the condition,
 6 follow the Service Procedure to replace the short block and head gasket.

7 h. 7/10/2020 SSM 48991 – Some 2015-2020 F150/Edge/Fusion, 2016-2018
 8 MKX, 2019-2020 Nautilus, and 2017-2020 Continental vehicles equipped with 2.7L EcoBoost
 9 engines may exhibit an illuminated malfunction indicator lamp (MIL) and/or Engine Coolant Over
 10 Temperature warning with diagnostic trouble codes (DTCs) P0116, P0117, P0118, P0119, P0128,
 11 P0217, P0330, P1026, P1299, and/or P130D. This may be due to the engine coolant temperature
 12 (ECT) sensor or knock sensor wiring harness. To correct the condition, replace the 12A648 ECT
 13 sensor and 12A699 knock sensor. Do not disconnect the ECT sensor from the knock sensor harness
 14 in case parts are called back for analysis. For claiming, use causal part 12A699 and applicable labor
 15 operations in Section 10 of the Service Labor Time Standards (SLTS) Manual.

16 i. 9/8/2021 TSB 21-2269 – Some 2014-2019 Fusion vehicles built on or before
 17 10-Jun-2019 and 2017-2019 Escape vehicles built on or before 08-Apr-2019 equipped with a 1.5L
 18 EcoBoost engine may exhibit low coolant level, white exhaust smoke and/or runs rough condition
 19 with or without an illuminated malfunction indicator light (MIL) with only diagnostic trouble codes
 20 (DTCs) P0300, P0301-P0304, P0316, P0217, P1285 and/or P1299 stored in powertrain control
 21 module (PCM). This may be due to coolant intrusion into the cylinder. To resolve the condition,
 22 follow the Service Procedure to replace the short block and head gasket.

23 j. 4/14/2022 TSB 22-2134 – Some 2014-2019 Fusion vehicles built on or before
 24 10-Jun-2019 and 2017-2019 Escape vehicles built on or before 08-Apr-2019 equipped with a 1.5L
 25 EcoBoost engine may exhibit low coolant level, white exhaust smoke and/or runs rough condition
 26 with or without an illuminated malfunction indicator light (MIL) with only diagnostic trouble codes
 27 (DTCs) P0300, P0301-P0304, P0316, P0217, P1285 and/or P1299 stored in powertrain control
 28

1 module (PCM). This may be due to coolant intrusion into the cylinder. To resolve the condition,
2 follow the Service Procedure to replace the short block and head gasket.

3 391. On information and belief, it took Ford a significant amount of time to develop and
4 implement the technical fixes recommended in the TSBs described above. Preliminary discovery
5 shows that Ford does not issue a TSB or equivalent bulletin without consulting with the CCRG, the
6 Field Review Committee, and other internal entities that evaluate and consider the propriety of field
7 action. In the similar context of recalls, and as discussed above, documents Ford submitted to
8 NHTSA demonstrate that Ford knew about the Engine Defect for several months to a year before it
9 informed vehicle owners. Thus, even though Ford issued its first Engine Defect-related TSB in
10 March 2018, on information and belief, Ford's development of this TSB dates back to at least
11 September 2017.

12 **6. Ford Created a Customer Service Program for the Defect.**

13 392. On December 21, 2019, Ford rolled out Customer Service Program (CSP) 19B37 for
14 2017-2019 Fusion and Escape vehicles equipped with a 1.5L GTDI engine. The program notice
15 stated, "Some of the affected vehicles may exhibit coolant intrusion into the cylinder bores.
16 Customer symptoms include coolant loss, excessive tailpipe smoke, or illuminated malfunction
17 indicator lights (MIL) due to engine misfire. Over time, this condition may damage the engine,
18 requiring replacement of the engine short block." Ford directed dealers to reprogram the Powertrain
19 Control Module. This service program has been extended beyond its original term and is now in
20 effect through November 30, 2022. The CSP is offered to vehicle owners, free of charge, with no
21 mileage limitation.

22 393. On June 9, 2022, Ford issued the fourth supplement to CSP 19B37. This supplement,
23 CSP 21N12, allows customers whose vehicles were subject to CSP 19B37 to receive a free engine
24 short block replacement if the vehicle was damaged by the Engine Defect within 7 years of 84,000
25 miles from the warranty start date and the engine short block is no longer covered under the
26 powertrain warranty. Even though Ford apparently agrees the Engine Defect is serious enough that
27 it will offer out-of-warranty repairs to certain affected vehicle owners, Ford is still refusing to offer
28

1 a permanent or sufficient fix to the vast majority of Class Vehicle owners and has not addressed the
2 harm for consumers who already paid out-of-pocket for their repairs.

3 394. The Customer Service Program, including the supplements, is insufficient to address
4 the underlying Engine Defect and does not come close to adequately and wholly compensating
5 Plaintiffs and Class Members for the injuries caused by the Engine Defect and Ford's related acts
6 and omissions. To the contrary, Ford continues to conceal the true nature of the Engine Defect from
7 Class Members.

8 395. Since 2012, Ford has issued recalls, TSBs, and CSPs covering every capacity of
9 EcoBoost Engine at issue (1.5L, 1.6L, 2.0L). Despite this, Ford has failed to permanently or
10 sufficiently remedy the Engine Defect for customers with the EcoBoost Engine. This ongoing
11 concealment continues to harm Class Members.

12 **D. Ford's Marketing and Concealment**

13 396. Discovery will show that Ford knowingly marketed, advertised, and sold/leased the
14 Class Vehicles with the Engine Defect while willfully concealing the true—defective—quality and
15 safety risks of the EcoBoost engines installed in these Vehicles.

16 397. Ford markets the Class Vehicles directly to consumers through nationwide
17 multimedia advertising campaigns on television, the Internet, billboards, print publications,
18 mailings, and through other mass media. Ford touts the safety and quality of Class Vehicles, despite
19 its knowledge that the Vehicles are equipped with an Engine Defect that poses severe risks to
20 drivers, passengers, and the public.

21 398. For instance, in a brochure marketing the 2018 Fusion, Ford describes itself as
22 “steadfast about safety,” and specifically identifies the Fusion as “proof of [the company's]
23 commitment to safety.” In brochures advertising the 2013 Ford Fusion and 2014 Ford Escape, Ford
24 markets the vehicle as “Quality, Green, Safe, Smart.” The 2014 Escape, according to Ford, “proves
25 you can get style, function, and fun in one well-priced package.” And the EcoBoost engine,
26 according to Ford, “offer[s] a no-compromise combination of power and efficiency.”

27 399. But in actuality, the Class Vehicles fall far short of these promises. Ford failed to
28 inform consumers of the Engine Defect, which causes coolant to leak into the cylinders, leads to

1 smoke emitting from the exhaust, requires repeated and frequent coolant replacement, and results
2 in cracked cylinder heads, engine overheating, total engine failure—at times while the car is moving
3 at high speeds—and spontaneous engine fires.

4 400. These hazards do not live up to Ford’s assurances of its “commitment to safety” and
5 the “confidence” that Ford promoted to its customers. Ford concealed from consumers the Engine
6 Defect and its outcomes, and misled the public about the actual quality of the Class Vehicles.

7 401. Plaintiffs and Class Members were exposed to Ford’s long-term, national, multimedia
8 marketing campaign touting the supposed quality, safety, and comfort of the Class Vehicles, and
9 Class Members, including Plaintiffs, justifiably made their decisions to purchase or lease their Class
10 Vehicles based on Ford’s misleading marketing that concealed the true, defective nature of the Class
11 Vehicles.

12 402. As detailed above, discovery will show that Ford has been aware of the Engine Defect
13 since at least 2012, and certainly well before Plaintiffs and Class Members purchased or leased their
14 Class Vehicles, through pre-release evaluation and testing; the high number of repairs and
15 replacement part sales related to the Engine Defect; and the numerous and consistent complaints
16 about the Engine Defect collected by NHTSA.

17 403. Through its acts and omissions, Ford has actively concealed the existence and natures
18 of the Engine Defect from Class Members, including Plaintiffs, since at least 2012. Specifically,
19 Ford:

20 a. Failed to disclose, and actively concealed, before, at the time of, and after the
21 purchase, lease, and/or service of the Vehicles, any and all known material defects of the Class
22 Vehicles, including the Engine Defect;

23 b. Failed to disclose, at the time of and after the purchase, lease, and or service,
24 that the EcoBoost engines installed in Class Vehicles were defective and not fit for their intended
25 purpose;

26 c. Failed to disclose, and actively concealed, the existence and pervasiveness of
27 the Engine Defect even when Class Members directly inquired about potential defects affecting
28 their EcoBoost engines during communications with Ford, Ford dealerships, and Ford service

centers;

d. Actively concealed the Engine Defect by forcing Class Members to bear the cost of stop-gap “solutions” that only temporarily alleviated the symptoms of the defect without permanently and effectively curing the defect;

e. Actively concealed the Engine Defect by failing to issue a comprehensive and effective Recall providing for the replacement of the defective EcoBoost engines with non-defective engine blocks, and instead, only when the Vehicles remained under warranty, providing for the replacement of one defective, failed engine block with yet another similarly and equally defective engine block.

404. By engaging in the conduct described above, Ford has concealed, and continues to conceal, the Engine Defect from Class Members. If Class Members had had knowledge of the information Ford concealed, they would not have purchased or leased the Class Vehicles or would have paid less to do so.

VI. FRAUDULENT CONCEALMENT ALLEGATIONS

405. Plaintiffs’ claims arise out of Ford’s fraudulent concealment of the Engine Defect, and its representations about the quality, safety, and comfort of the Class Vehicles. To the extent that Plaintiffs’ claims arise from Ford’s fraudulent concealment, there is no one document or communication, and no one interaction, upon which Plaintiffs base their claims. Absent discovery, Plaintiffs are unaware of and unable through reasonable investigation to obtain the true names and identities of those individuals at Ford responsible for disseminating false and misleading marketing materials regarding the Class Vehicles. Ford necessarily is in possession of all of this relevant information.

406. Plaintiffs allege that at all relevant times, including specifically at the time they and other Class Members purchased or leased their Class Vehicles, Ford knew or should have known of the Engine Defect; Ford was under a duty to disclose the Defect based upon its exclusive knowledge of it, and its concealment of it; and Ford never disclosed the Defect to Plaintiffs, Class Members, or the public at any time or place or in any manner other than an inadequate and ineffective recall of a small subset of the Class Vehicles.

1 407. Plaintiffs make the following specific fraud allegations with as much specificity as
2 possible absent access to the information necessarily available only to Ford:

3 a. **Who:** Ford actively concealed the Engine Defect from Plaintiffs and Class
4 Members while simultaneously touting the safety, comfort, and quality of the Class Vehicles,
5 including as alleged in paragraphs 354-404, above. Discovery will show the true names and
6 identities of those specific individuals at Ford responsible for such decisions.

7 b. **What:** Ford knew, or was reckless or negligent in not knowing, that the Class
8 Vehicles contain the Engine Defect, including as alleged above in paragraphs 296-347. Ford
9 concealed the Defect and made representations about the safety, comfort, quality, and other
10 attributes of the Class Vehicles, including as alleged above in paragraphs 348-356.

11 c. **When:** Ford concealed material information regarding the Defect at all times
12 and made representations about the quality, safety, and comfort of the Class Vehicles, starting no
13 later than 2012, or at the subsequent introduction of certain models of Class Vehicles to the market,
14 continuing through the time of sale/lease, and on an ongoing basis, and continuing to this day,
15 including as alleged above in paragraphs 348-356. Ford still has not disclosed the truth about the
16 full scope of the Defect in the Class Vehicles to anyone outside of Ford. Ford has never taken any
17 action to inform consumers about the true nature of the Defect in Class Vehicles. And when
18 consumers brought their Vehicles to Ford complaining of the problems with their EcoBoost engines,
19 including recurrent coolant leakage, smoking, failures, and fires, Ford denied any knowledge of or
20 responsibility for the Engine Defect.

21 d. **Where:** Ford concealed material information regarding the true nature of the
22 Defect in every communication it had with Plaintiffs and Class Members and made representations
23 about the quality, safety, and comfort of the Class Vehicles. Plaintiffs are aware of no document,
24 communication, or other place or thing, in which Ford disclosed the truth about the full scope of the
25 Defect in the Class Vehicles to anyone outside of Ford. Such information is not adequately disclosed
26 in any sales documents, displays, stickers, advertisements, warranties, owner's manuals, on Ford's
27 website, or by any salesperson at a Ford dealership.

28 e. **How:** Ford concealed the Engine Defect from Plaintiffs and Class Members

1 and made representations about the quality, safety, and comfort of the Class Vehicles. Ford actively
 2 concealed the truth about the existence, scope, and nature of the Defect from Plaintiffs and Class
 3 Members at all times, even though it knew about the Defect and knew that information about the
 4 Defect would be material to a reasonable consumer, and Ford promised in its marketing materials
 5 that Class Vehicles have qualities that they do not have.

6 f. **Why:** Ford actively concealed material information about the Engine Defect
 7 in the Class Vehicles for the purpose of inducing Plaintiffs and Class Members to purchase and/or
 8 lease Class Vehicles, rather than purchasing or leasing competitors' vehicles and made
 9 representations about the quality, safety, and comfort of the Class Vehicles. Had Ford disclosed the
 10 truth—for example, in its advertisements or other materials or communications—Plaintiffs and
 11 Class Members (all reasonable consumers) would have been aware of it, and would not have bought
 12 or leased the Class Vehicles or would have paid less for them.

13 **VII. TOLLING AND THE STATUTE OF LIMITATIONS**

14 **A. Fraudulent Concealment and Equitable Tolling**

15 408. Discovery will show that Ford has known of the Engine Defect in the Class Vehicles
 16 since at least 2012, and certainly well before Plaintiffs and Class Members purchased or leased their
 17 Class Vehicles, and yet has concealed from or failed to notify Plaintiffs, Class Members, and the
 18 public of the full and complete nature of the Engine Defect. Ford continues to conceal the scope and
 19 extent of the Defect to this day, as detailed above.

20 409. Moreover, Ford's attempts to conceal the defect also include conducting insufficient
 21 "Band Aid" repairs during the warranty period, including replacing only certain components, adding
 22 a low coolant sensor, and otherwise failing to replace the defective parts with non-defective parts.

23 410. Any applicable statute of limitations has been tolled by Ford's knowledge, active
 24 concealment, and denial of the facts alleged herein, which behavior is ongoing.

25 **B. Estoppel**

26 411. Ford was and is under a continuous duty to disclose to Plaintiffs and Class Members
 27 the true character, quality, and nature of the Class Vehicles. Ford actively concealed – and continues
 28 to conceal – the true character, quality, and nature of the Class Vehicles and, despite its awareness

of the Engine Defect, knowingly made representations about the quality, sophistication, state-of-the-art safety, and comfort of the Class Vehicles. Plaintiffs and Class Members reasonably relied upon Ford's knowing representations and active concealment of these facts. Based on the foregoing, Ford is estopped from relying on any statutes of limitations in defense of this action.

C. Discovery Rule

412. The causes of action alleged herein did not accrue until Plaintiffs and Class Members discovered that their Class Vehicles contained the Engine Defect.

413. Plaintiffs and Class Members had no realistic ability to discern that the Class Vehicles were defective until—at the earliest—after the Engine Defect caused their EcoBoost engines to leak coolant, overheat (leading to, among other things, the cylinder heading cracking), misfire, totally fail, and/or ignite. Even then, Plaintiffs and Class Members had no reason to know the EcoBoost engine failures were caused by a defect in the Class Vehicles because of Ford's active concealment of the Engine Defect.

414. Plaintiffs and Class Members were not reasonably able to discover the Engine Defect until after they had purchased or leased their Class Vehicles, despite their exercise of due diligence, and their causes of action did not accrue until they discovered that the Engine Defect caused their Vehicles' EcoBoost engines to leak coolant fluid, misfire, overheat, catch on fire, and totally fail.

VIII. CLASS ACTION ALLEGATIONS

415. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all other Class Members similarly situated pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3), (b)(2), and/or (c)(4). This Action satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of those provisions.

416. Plaintiffs bring this class action, including all causes of action stated below, on behalf of themselves and all other similarly situated members of the proposed Sub-Classes (referred to herein as "Class Members") defined as follows:

Arkansas Sub-Class:

All persons who purchased or leased a 2013-2019 Ford Escape, 2013-2019 Ford Fusion, 2015-2018 Ford Edge, 2016-2019 Lincoln MKC, or 2016-2019 Lincoln MKZ equipped with a 1.5L, 1.6L, or 2.0L EcoBoost

1 engine (the “Class Vehicles”) in the State of Arkansas.

2 California Sub-Class:

3 All persons who purchased or leased a Class Vehicle in the State of
4 California.

5 Colorado Sub-Class:

6 All persons who purchased or leased a Class Vehicle in the State of
7 Colorado.

8 Florida Sub-Class:

9 All persons who purchased or leased a Class Vehicle in the State of
10 Florida.

11 Georgia Sub-Class:

12 All persons who purchased or leased a Class Vehicle in the State of
13 Georgia.

14 Illinois Sub-Class:

15 All persons who purchased or leased a Class Vehicle in the State of
16 Illinois.

17 Indiana Sub-Class:

18 All persons who purchased or leased a Class Vehicle in the State of
19 Indiana.

20 Kansas Sub-Class:

21 All persons who purchased or leased a Class Vehicle in the State of
22 Kansas.

23 Maryland Sub-Class:

24 All persons who purchased or leased a Class Vehicle in the State of
25 Maryland.

26 Michigan Sub-Class:

27 All persons who purchased or leased a Class Vehicle in the State of
28 Michigan.

Minnesota Sub-Class:

All persons who purchased or leased a Class Vehicle in the State of
Minnesota.

Nebraska Sub-Class:

All persons who purchased or leased a Class Vehicle in the State of
Nebraska.

1 New Jersey Sub-Class:

2 All persons who purchased or leased a Class Vehicle in the State of New
3 Jersey.

4 North Carolina Sub-Class:

5 All persons who purchased or leased a Class Vehicle in the State of
6 North Carolina.

7 Ohio Sub-Class:

8 All persons who purchased or leased a Class Vehicle in the State of
9 Ohio.

10 Tennessee Sub-Class:

11 All persons who purchased or leased a Class Vehicle in the State of
12 Tennessee.

13 Texas Sub-Class:

14 All persons who purchased or leased a Class Vehicle in the State of
15 Texas.

16 Washington Sub-Class:

17 All persons who purchased or leased a Class Vehicle in the State of
18 Washington.

19 Wisconsin Sub-Class:

20 All persons who purchased or leased a Class Vehicle in the State of
21 Wisconsin.

22 417. Plaintiffs intend to seek certification of a “Damages Subclass” under 23(b)(3) for all
23 Class Members who have experienced Engine Defects and an “Owner Subclass” under Rule
24 23(b)(2) for purposes of declaratory relief as to future Engine Defects, as well as certification of
25 other subclasses and particular issues under Rule 23(c)(4), as warranted.

26 418. Excluded from the proposed Class are: (1) Ford, any entity or division in which Ford
27 has a controlling interest, and its legal representatives, officers, directors, assigns, and successors;
28 (2) the judicial officer(s) to whom this case is assigned, and the judicial officer(s) staff; (3)
government entities; and (4) those persons who have suffered personal injuries as a result of the
facts alleged herein. Plaintiffs reserve the right to amend the Class definition if discovery and further
investigation reveal that the Class should be expanded, otherwise divided into subclasses, or

1 modified in any other way.

2 **A. Numerosity**

3 419. Although the exact number of Class Members is uncertain and can only be ascertained
4 through appropriate discovery, the number is great enough such that joinder is impracticable. The
5 disposition of the claims of these Class Members in a single action will provide substantial benefits
6 to all parties and to the Court. Class Members are readily identifiable from information and records
7 in Ford's possession, custody, and/or control, as well as from records kept by the Department of
8 Motor Vehicles.

9 **B. Typicality**

10 420. The claims of Plaintiffs are typical of the claims of Class Members in that Plaintiffs,
11 like all Class Members, purchased or leased a Class Vehicle designed, manufactured, marketed,
12 distributed, warranted, sold/leased, and serviced by Ford. Plaintiffs, like all Class Members, have
13 been damaged by Ford's misconduct in that they purchased/leased a Vehicle they would not have
14 purchased/leased, or would not have purchased/leased at the price they paid, or incurred or will
15 incur the cost of repairs relating to and caused by the Engine Defect. Furthermore, the factual bases
16 of Ford's misconduct are common to all Class Members and represent a common thread of
17 misconduct resulting in injury to all Class Members.

18 **C. Adequate Representation**

19 421. Plaintiffs will fairly and adequately represent and protect the interests of the Class
20 Members. Plaintiffs have retained counsel with substantial experience in prosecuting consumer
21 class actions, including actions involving defective vehicles.

22 422. Plaintiffs and their counsel are committed to vigorously prosecuting this action on
23 behalf of Class Members and have the financial resources to do so. Neither Plaintiffs nor their
24 counsel have interests adverse to those of Class Members.

25 **D. Predominance of Common Issues**

26 423. There are numerous questions of law and fact common to Plaintiffs and Class
27 Members that predominate over any question affecting only individual Class Members, the answers
28 to which will advance resolution of the litigation as to all Class Members. These common legal and

1 factual issues include:

- 2 a. whether the subject engines in the Class Vehicles are defective;
- 3 b. whether Ford knew or should have known about the Engine Defect, and, if so,
4 how long Ford has known of the defect;
- 5 c. whether the defective nature of the Class Vehicles constitutes a material fact
6 reasonable consumers would have considered in deciding whether to purchase or lease a Class
7 Vehicle;
- 8 d. whether Ford had a duty to disclose the defective nature of the Class Vehicles
9 to Plaintiffs and Class Members;
- 10 e. whether Ford omitted and failed to disclose material facts about the Class
11 Vehicles;
- 12 f. whether Ford's concealment of the true defective nature of the Class Vehicles
13 induced Plaintiffs and Class Members to act to their detriment by purchasing or leasing Class
14 Vehicles;
- 15 g. whether Ford's representations and omissions about the true defective nature
16 of the Class Vehicles were likely to mislead or deceive, and therefore fraudulent, within the meaning
17 of California's Unfair Competition Law ("UCL");
- 18 h. whether Ford's representations and omissions about the true defective nature
19 of the Class Vehicles were and are unfair within the meaning of the UCL;
- 20 i. whether Ford represented, through its words and conduct, that the Class
21 Vehicles had characteristics, uses, or benefits that they did not actually have;
- 22 j. whether Ford represented, through its words and conduct, that the Class
23 Vehicles were of a particular standard, quality, or grade when they were of another;
- 24 k. whether Ford advertised the Class Vehicles with the intent not to sell/lease
25 them as advertised;
- 26 l. whether Ford's representations and omissions about the true defective nature
27 of the Class Vehicles were likely to create confusion or misunderstanding;
- 28 m. whether Ford's representations and omissions about the true defective nature

of the Class Vehicles were and are deceptive;

n. whether the Class Vehicles were unfit for the ordinary purposes for which they were used, in violation of the implied warranty of merchantability;

o. whether Plaintiffs and the other Class Members are entitled to a declaratory judgment stating that the EcoBoost engines in Class Vehicles are defective and/or not merchantable;

p. whether Plaintiffs and the other Class Members are entitled to equitable relief, including, but not limited to, a preliminary and/or permanent injunction;

q. whether Ford should be declared financially responsible for notifying all Class Members of the problems with the Class Vehicles and for the costs and expenses of permanently remedying the Engine Defect in the Class Vehicles;

r. whether Ford is obligated to inform Class Members of their right to seek reimbursement for having paid to diagnose, repair, or replace the defective EcoBoost engines.

E. Superiority

424. Plaintiffs and Class Members have all suffered and will continue to suffer harm and damages as a result of Ford's unlawful and wrongful conduct. A class action is superior to other available methods for fair and efficient adjudication of this controversy.

425. Absent a class action, most Class Members would likely find the cost of litigating their claims prohibitively high and would therefore have no effective remedy at law. Because of the relatively small size of the individual Class Members' claims (compared to the cost of litigation), it is likely that only a few Class Members could afford to seek legal redress for Ford's misconduct. Absent a class action, Class Members will continue to incur damages, and Ford's misconduct will continue without remedy.

426. Class treatment of common questions of law and fact would also be a superior method to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the courts and the litigants, and will promote consistency and efficiency of adjudication.

IX. CAUSES OF ACTION

FIRST CAUSE OF ACTION

**Violation of California’s Consumer Legal Remedies Act (“CLRA”),
Cal Civ. Code § 1750, *et seq.*
(On behalf of the California Sub-Class)**

427. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

428. Plaintiffs Vanessa Miller, Amber West, Evan West, and Jeffery Hodges (“California Plaintiffs”) bring this cause of action individually and on behalf of the Class Members.

429. Ford is a “person” as defined by the CLRA. Cal. Civ. Code § 1761(c).

430. Plaintiffs and Class Members are “consumers” within the meaning of the CLRA. Cal. Civ. Code § 1761(d).

431. The purchase and leases of Class Vehicles by Plaintiffs and the Class Members constitute “transactions” as defined by the CLRA. Cal. Civ. Code § 1761(e).

432. The Class Vehicles constitute “goods” or “services” as defined by the CLRA. Cal. Civ. Code § 1761(a) and (b).

433. Plaintiffs and Class Members purchased or leased the Class Vehicles primarily for personal, family, and household purposes as meant by the CLRA. Cal. Civ. Code § 1761(d).

434. Ford’s representations, active concealments, omissions, and failures to disclose regarding the Class Vehicles violated the CLRA in the following ways:

a. Ford misrepresented the Class Vehicles had characteristics, uses, or benefits Class Vehicles did not in fact have (Cal. Civ. Code § 1770(a)(5));

b. Ford misrepresented that the Class Vehicles were of a particular standard, quality, or grade when they were of another (Cal. Civ. Code § 1770(a)(7));

c. Ford advertised the Class Vehicles with the intent not to sell/lease them as advertised (Cal. Civ. Code § 1770(a)(9));

d. Ford misrepresented that the Class Vehicles and the warranties conferred or involved rights, remedies, or obligations that they did not (Cal. Civ. Code § 1770(a)(14)); and

e. Ford misrepresented that the Class Vehicles were supplied in accordance with

1 previous representations when they were not (Cal. Civ. Code § 1770(a)(16)).

2 435. Ford repeatedly engaged in these unfair and deceptive acts or practices in the course
3 of its trade or business. These acts or practices were material, capable of deceiving a substantial
4 portion of the purchasing public, and caused economic harm to purchasers and lessees of the Class
5 Vehicles, including the Plaintiffs.

6 436. By 2012, and well before the sale or lease of Class Vehicles, Ford knew or should
7 have known about the Engine Defect affecting the Class Vehicles. Ford further knew or should have
8 known that the Class vehicles were defectively designed or manufactured, that, as a result of this
9 defect, the EcoBoost engines would repeatedly fail, and that they were not suitable for their intended
10 use.

11 437. Ford had exclusive knowledge of material facts concerning the existence of the
12 Engine Defect in the Class Vehicles, and actively concealed that defect from consumers. It did so
13 by denying the existence of a defect to consumers—such as Plaintiffs—who contacted Ford about
14 the failures of their EcoBoost engines. Ford also concealed the Engine Defect by failing to provide
15 an effective and permanent remedy to all of the Class Vehicles and by replacing failed engines with
16 equally defective engines, bound to suffer from the same failures.

17 438. Ford was under a duty to Plaintiffs and Class Members to disclose the defective nature
18 of the EcoBoost engines, as well as the associated costs that would have to be repeatedly expended
19 in order to temporarily address the failures caused by the Engine Defect, because:

20 a. Ford was in a superior position to know the true state of facts about the Engine
21 Defect in the Class Vehicles;

22 b. Plaintiffs and Class Members could not reasonably have been expected to
23 learn or discover that the Class Vehicles suffered from the Engine Defect until, at the earliest, the
24 manifestation of the Defect; and

25 c. Ford knew that Plaintiffs and Class Members could not reasonably have been
26 expected to learn or discover the Engine Defect prior to its manifestation.

27 439. In failing to disclose the defective nature of the Class Vehicles, Ford knowingly and
28 intentionally concealed material facts and breached its duty not to do so.

1 440. The facts concealed or not disclosed by Ford to Plaintiffs and Class Members are
2 material in that a reasonable consumer would have considered them to be important in deciding
3 whether or not to purchase or lease a Class Vehicle. Moreover, a reasonable consumer would
4 consider the Engine Defect to be an undesirable quality, as Plaintiffs and Class Members did. Had
5 Plaintiffs and other Class Members known that the Class Vehicles had the Engine Defect, they
6 would not have purchased or leased a Class Vehicle, or would have paid less for it.

7 441. Plaintiffs and Class Members are reasonable consumers who did not expect their Class
8 Vehicles to contain a defective EcoBoost engine. It is a reasonable and objective consumer
9 expectation for consumers to expect that the engine will not suffer from repeated and continual
10 coolant leakage into the cylinders, causing overheating and leading the cylinder head to crack and
11 misfire, the vehicle to emit white smoke, and the engine to fail or spontaneously catch fire.

12 442. As a result of Ford's misconduct, Plaintiffs and Class Members have been harmed in
13 that the Class Vehicles contain defective EcoBoost engines and suffer from repeated and continual
14 coolant leakage into the cylinders, causing overheating and leading the cylinder head to crack,
15 causing misfires, the vehicle to emit white smoke, and the engine to fail or spontaneously catch
16 fire—all of which create a grave risk of serious injury to person and property and cause Class
17 Members to spend money to attempt to remedy the Defect.

18 443. As a direct and proximate result of Ford's unfair or deceptive acts or practices,
19 Plaintiffs and Class Members have suffered and will continue to suffer harm in that they have a
20 Vehicle with a defective EcoBoost engine and they have experienced and may continue to
21 experience their Class Vehicles' engines leaking coolant into the cylinders, causing overheating and
22 leading the cylinder head to crack, misfire, the vehicle to emit white smoke, and the engine to fail
23 or spontaneously catch fire, for which Ford has refused to provide an effective and permanent fix.

24 444. Plaintiffs and the Class seek to recover actual damages, an order enjoining Ford's
25 unfair or deceptive acts or practices and equitable relief under Cal. Civ. Code § 1780(e), and any
26 other just and proper relief available under the CLRA.

27 445. In accordance with section 1782(a) of the CLRA, Plaintiffs' counsel has served Ford
28 with notice of its alleged violations of Cal. Civ. Code § 1770(a) relating to the Class Vehicles

1 purchased by Plaintiffs and Class Members, and demanded that Ford, within thirty (30) days of such
 2 notice, correct or agree to correct the actions described therein and agree to reimburse associated
 3 out-of-pocket costs. To date, Ford has not agreed to correct the actions described therein, to
 4 reimburse associated out-of-pocket costs, or otherwise to remedy the harm alleged. Plaintiff sent a
 5 second letter on September 1, 2022, which Ford has not responded to, though any response would
 6 be futile because of Ford's continued refusal to remedy the harm alleged.

7
 8 **SECOND CAUSE OF ACTION**
Violation of California's Unfair Competition Law,
Cal. Bus. & Prof. Code § 17200, *et seq.*
(On behalf of the California Sub-Class)
 9

10 446. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
 11 above.

12 447. Plaintiffs Vanessa Miller, Amber West, Evan West, and Jeffery Hodges ("California
 13 Plaintiffs") bring this cause of action individually and on behalf of Class Members.

14 448. California Business & Professions Code § 17200 prohibits "unfair competition"
 15 including any "unlawful, unfair, or fraudulent business practice" and "unfair, deceptive, untrue or
 16 misleading advertising." Ford engaged in conduct that violated each of this statute's three prongs.

17 449. Ford committed an unlawful business act or practice in violation of Cal. Bus. & Prof.
 18 Code § 17200, *et seq.*, by systematically breaching its warranty obligations and by violating the
 19 CLRA and the Song-Beverly Consumer Warranty Act as alleged above and below.

20 450. Ford committed unfair business acts and practices in violation of Cal. Bus. & Prof.
 21 Code § 17200, *et seq.*, because the acts and practices described herein, including but not limited to
 22 Ford's failure to provide a permanent remedy to fix the Engine Defect, where immoral, unethical,
 23 oppressive, unscrupulous, unconscionable, and/or substantially injurious to Plaintiffs and Class
 24 Members. Ford's acts and practices were additionally unfair because the harm to Plaintiffs and Class
 25 Members is substantial and is not outweighed by any countervailing benefits to consumers or
 26 competition. Further, Ford's acts and practices were unfair in that they were contrary to legislatively
 27 declared or public policy.

28 451. Ford committed fraudulent business acts and practices in violation of Cal. Bus. &

1 Prof. Code § 17200, *et seq.*, when it concealed the existence and nature of the Engine Defect, while
 2 representing in its marketing, advertising, and other broadly disseminated representations that the
 3 Class Vehicles were, for example, high quality, functional, and “proof of [Ford’s] commitment to
 4 safety,” and that Ford itself is “steadfast about safety,” when, in fact, the Engine Defect creates a
 5 significant and material safety hazard and inhibits the quality and functionality of the Class
 6 Vehicles. Ford’s representations, omissions, and active concealments about the Engine Defect are
 7 likely to mislead the public with regard to the true defective nature of Class Vehicles.

8 452. Ford’s unfair or deceptive acts or practices occurred repeatedly in the course of Ford’s
 9 trade or business, and were likely to mislead a substantial portion of the purchasing public.

10 453. Plaintiffs relied on Ford’s material representations and nondisclosures and would not
 11 have purchased/leased, or would have paid less for, the Class Vehicles had he known the truth.

12 454. As a direct and proximate result of Ford’s unfair, unlawful, and deceptive practices,
 13 Plaintiffs have lost money.

14 455. Plaintiffs would consider purchasing or leasing similar Ford vehicles in the future if
 15 Plaintiffs could rely on Ford’s representations regarding the vehicles.

16 456. Plaintiffs and Class Members seek an order enjoining Ford from committing such
 17 unlawful, unfair, and fraudulent business practices, and seek restitution pursuant to Cal. Bus. &
 18 Prof. Code § 17203.

19 **THIRD CAUSE OF ACTION**
 20 **California Breach of Express Warranty**
 21 **(On behalf of the California Sub-Class)**

22 457. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
 23 above.

24 458. Plaintiffs Vanessa Miller, Amber West, Evan West, and Jeffery Hodges (“California
 25 Plaintiffs”) bring this cause of action individually and on behalf of California Class Members.

26 459. Ford provided all purchasers and lessees of the Class Vehicles with the express
 27 warranty described herein, which became a material part of the bargain.

28 460. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
 Lincoln warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the

1 Ford/Ford warranty.

2 461. Ford sold and leased the Class Vehicles with a written express warranty covering the
3 Vehicles for three years or 36,000 miles, whichever comes first.

4 462. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge,
5 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
6 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
7 workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford
8 dealership for repair within the warranty period.

9 463. Ford further provides powertrain warranty coverage, which is applicable to "the
10 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
11 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
12 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
13 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump"
14 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
15 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
16 first.

17 464. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty
18 covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

19 465. Ford's CPO Vehicle warranty states that a dealer will replace "all covered
20 components . . . that are found to be defective in factory-supplied materials or workmanship during
21 the applicable warranty periods." The engine and its components—including the cylinder block and
22 cylinder heads—are included in Ford's list of "covered components."

23 466. Ford manufactured and/or installed the engines and the engines' component parts in
24 the Class Vehicles, and the engines and their component parts are covered by the express
25 Warranties.

26 467. Ford provides additional general warranty coverage for Ford and Motorcraft parts sold
27 on or after 2013 for a period of 24 months and unlimited miles.

28

1 468. The Engine Defect at issue in this litigation was present at the time the Class
2 Vehicles were sold or leased to California Plaintiffs and the California Sub-Class Members.

3 469. As described herein, the Class Vehicles were manufactured with defective material
4 and such defect existed at the time the Vehicles left the manufacturing plant. California Plaintiffs
5 and Class Members submitted their Vehicles for warranty repairs as referenced herein. Ford
6 failed to comply with the terms of the express written warranty provided to each Class member,
7 by failing and/or refusing to repair the subject materials defect under the Vehicle's warranty as
8 described herein.

9 470. California Plaintiffs and the California Sub-Class Members relied on Ford's express
10 warranties, which were a material part of the bargain, when purchasing or leasing their Class
11 Vehicles.

12 471. Under the express Warranties, Ford was obligated to correct the Engine Defect in
13 the vehicles owned or leased by California Plaintiffs and the California Sub-Class Members.

14 472. Although Ford was obligated to correct the Engine Defect, none of the attempted
15 fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

16 473. Ford breached the express Warranties by performing illusory repairs. Rather than
17 repairing the vehicles pursuant to the express Warranties, Ford falsely informed California Sub-
18 Class Members that there was no problem with their Class Vehicles, performed ineffective
19 procedures including software updates, and/or replaced defective components in the engines with
20 equally defective components, without actually repairing the Class Vehicles.

21 474. Ford and its agent dealers have failed and refused to conform the engines to the
22 express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any
23 attempt on its part to disclaim liability for its actions.

24 475. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis
25 consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's
26 warranty limitation is unenforceable because it knowingly sold a defective product without
27 informing consumers about the defect.
28

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

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

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

16 479. Because Ford, through its conduct and exemplified by its own service bulletins, has
17 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered
18 under the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

19 480. Because Ford has not been able remedy the Engine Defect, any limitation on
20 remedies included in the Warranties causes the Warranties to fail their essential purposes,
21 rendering them null and void.

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

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

4 483. Ford's acts in failing and/or refusing to repair the materials defect during the
5 warranty period so as to bring the Vehicles into conformity with the express warranties, deprived
6 Plaintiffs and members of the Class of their rights guaranteed them under the express warranties
7 offered by Ford.

8 484. As a direct and proximate result of the willful failure of Ford to comply with its
9 obligations under the express warranties, Plaintiffs and members of the Class have suffered actual
10 and consequential damages. Such damages include, but are not limited to, the cost of repairing the
11 Vehicles, the loss of the use and enjoyment of the subject Vehicle, and a diminution in the value
12 of the Vehicle containing the materials defects identified herein. The precise amount of these
13 damages is unknown at the present time but is in excess of the jurisdictional limits of this Court.

14 **FOURTH CAUSE OF ACTION**
15 **Breach of Implied Warranty**
16 **Under the Song-Beverly Consumer Warranty Act**
 Cal. Civ. Code §§ 1790, *et seq.*
 (On behalf of the California Sub-Class)

17 485. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
18 above.

19 486. Plaintiffs Jeffery Hodges, Amber West, and Evan West bring this cause of action
20 individually and on behalf of Class Members.

21 487. Ford's Class Vehicles are "consumer goods" within the meaning of Cal. Civ. Code
22 § 1791(a).

23 488. Ford is a manufacturer within the meaning of Cal. Civ. Code § 1791(j).

24 489. Plaintiffs and Class Members who purchased or leased their Class Vehicles within the
25 State of California are "buyers" and "lessees" within the meaning of Cal. Civ. Code §§ 1791(b) and
26 (h).

27 490. Ford impliedly warranted to Plaintiffs and Class Members that its Vehicles were
28 "merchantable" within the meaning of Cal. Civ. Code §§ 1791(a) and 1792.

491. Ford impliedly warranted to Plaintiffs and Class Members that it would repair or replace any defective products, including the EcoBoost engine.

492. The propensity of the Engine Defect to cause coolant to leak, seep into the cylinders, cause the cylinder head to crack, cause misfiring, cause white smoke to emit from the vehicle, cause the engine to fail and/or ignite renders the Class Vehicles to not be of the quality that a buyer or lessee would reasonably expect, and therefore not merchantable.

493. The Engine Defect is latent and was present at the time of the sale/lease of Class Vehicles, and therefore the Vehicles were not merchantable at the time of sale/lease.

494. The Class Vehicles do not conform to the promises and affirmations of fact made by Ford in its promotional materials and vehicle owner manuals in that the Engine Defect creates a safety hazard contrary to Ford’s assurances that, among other things, it is “steadfast about safety” and that the Vehicles are “quality, comfortable, and “proof of [Ford’s] commitment to safety.”

495. In violation of Cal. Civ. Code § 1791(a), Ford breached its implied warranty by selling/leasing defective Class Vehicles and refusing to permanently replace and/or repair the defective EcoBoost engines.

496. The Engine Defect has deprived Plaintiffs and Class Members of the benefit of their bargain, and has caused the Class Vehicles to depreciate in value.

497. Any attempt by Ford to limit or disclaim the implied warranties in a manner that would exclude coverage of the Engine Defect is unenforceable and void pursuant to Cal. Civ. Code §§ 1790.1, 1792.3, and 1793.

498. As a result of Ford's breach of its implied warranties, Plaintiffs and Class Members have been damaged in an amount to be proven at trial and are entitled to incidental, consequential, and other damages and other legal and equitable relief, as well as costs and attorneys' fees, pursuant to Cal. Civ. Code §§ 1794 and 1795.4.

FIFTH CAUSE OF ACTION
California Breach of Implied Warranty
(On behalf of the California Sub-Class)

499. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1 500. Plaintiff Jeffery Hodges brings this cause of action individually and on behalf of Class
2 Members.

3 501. The Class Vehicles are and were at all relevant times “goods” within the meaning of,
4 *inter alia*, Cal. Com. Code §§ 2105(1) and 10103(a)(8).

5 502. Ford is and was at all relevant times a “merchant” with respect to the Class Vehicles,
6 under, *inter alia*, Cal. Com. Code §§ 2104(1) and 10103(c), and a “seller” of the Class Vehicles,
7 under § 2103(1)(d); and, with respect to leases, is and was at all relevant time a “lessor” of the Class
8 Vehicles, under, *inter alia*, Cal. Com. Code § 10103(a)(16).

9 503. Plaintiff Hodges and Class Members are “buyers” or “lessees” within the meaning of,
10 *inter alia*, Cal. Com. Code §§ 2103(a) and 10103(a)(14).

11 504. When it sold or leased its Class Vehicles, Ford extended an implied warranty to Class
12 Members that the Class Vehicles were merchantable and fit for the ordinary purpose for which they
13 were sold or leased, pursuant to Cal. Com. Code §§ 2314, 10212, and 10214.

14 505. Because Plaintiff Hodges and the California Sub-Class Members purchased their
15 vehicles from an authorized Ford dealership, they are in privity with Defendant. Plaintiff Hodges
16 and the California Sub-Class Members have had sufficient direct dealings with Ford and its agents
17 for the purposes of fulfilling its responsibilities under the express warranty (dealerships and
18 customer support personnel) to establish privity of contract between Ford, on one hand, and
19 Plaintiff Hodges and the California Sub-Class Members, on the other hand. Furthermore, Ford
20 provided warranties directly to Plaintiff Hodges and the California Sub-Class Members and
21 Plaintiff Hodges and the California Sub-Class Members are the intended beneficiaries of Ford’s
22 express and implied warranties. The dealers were not intended to be the ultimate consumers of
23 their vehicles and have no rights under the warranty agreements provided with provided with the
24 Class Vehicles; the warranty agreements were designed for and intended to benefit the consumer
25 only.

26 506. Nonetheless, privity is not required here because Plaintiff Hodges and the California
27 Sub-Class Members are the intended third-party beneficiaries of contracts between Ford and its
28 dealerships. These contracts give the dealerships the right to sell Ford and Lincoln brand vehicles,

1 as well as service and perform warranty repairs on Ford's behalf. Plaintiff Hodges and the
2 California Sub-Class Members are the beneficiaries of these contracts, because they are the
3 intended end-consumers and users of the products Ford distributes to its authorized dealerships.
4 Plaintiff Hodges and the California Sub-Class Members also have the right to receive service and
5 warranty work at dealerships located more conveniently to them than Ford's headquarters.

6 507. Plaintiff Hodges and other Class Members who purchased or leased a Class Vehicle
7 directly from Ford are entitled to the benefit of their bargain: a Vehicle with a nondefective
8 EcoBoost engine that does not leak coolant and cause coolant to seep into the cylinders, resulting
9 in the engine overheating, the cylinder head cracking, the engine misfiring, the engine totally failing,
10 and/or the engine igniting.

11 508. Plaintiff Hodges and the Class Members who purchased or leased Certified Pre-
12 Owned Class Vehicles are likewise entitled to the benefit of their bargains: a Vehicle with a
13 nondefective EcoBoost engine that does not leak coolant and cause coolant to seep into the
14 cylinders, resulting in the engine overheating, the cylinder head cracking, the engine misfiring, the
15 engine totally failing, and/or the engine igniting.

16 509. Class Members who purchased Certified Pre-Owned Class Vehicles are the intended
17 ultimate consumers of the Class Vehicles, and therefore are third-party beneficiaries for the
18 purposes of implied warranty claims.

19 510. Ford breached this implied warranty in that its Class Vehicles are (1) not fit for
20 ordinary use, and (2) not of a merchantable quality.

21 511. The Engine Defect is latent and was present at the time of the sale/lease, and therefore
22 the Vehicles were not merchantable at the time of the sale/lease.

23 512. Had the Engine Defect that existed at the time of sale/lease been known, the Class
24 Vehicles would not have been sold or leased, or would not have been sold or leased at the same
25 price for which Class Members paid.

26 513. As a direct and proximate result of Ford's breach of the implied warranty of
27 merchantability, Plaintiff Hodges and Class Members have been damaged in an amount to be proven
28 at trial.

SIXTH CAUSE OF ACTION
Violation of the Arkansas Deceptive Trade Practices Act
Ark. Code Ann. §§ 4-88-101, *et seq.*
(On behalf of the Arkansas Sub-Class)

514. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

515. Plaintiff Patricia Lund (“Arkansas Plaintiff”) brings this cause of action individually and on behalf of the members of the Arkansas Sub-Class.

516. Ford is a “person” within the meaning of the Arkansas Deceptive Trade Practices Act (“Arkansas DTPA”), Ark. Code Ann. § 4-88-102(5).

517. The Arkansas DTPA prohibits a person from engaging in a “deceptive trade practice,” including, *inter alia*, “knowingly making a false representation as to the characteristics, ingredients, uses, benefits, alterations, source, sponsorship, approval, or certification of goods or services or as to whether goods are original or new or of a particular standard, quality, grade, style, or model;” and “advertising the goods or services with the intent not to sell them as advertised.” Ark. Code Ann. § 4-88-102(a)(1) and (a)(3). Ford engaged in unfair and deceptive practices that violated the Arkansas DTPA as described above.

518. Ford participated in and engaged in deceptive business or trade practices prohibited by the Arkansas DTPA by failing to disclose and actively concealing that the Class Vehicles contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they were sold.

519. Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles it knew were defective, including by marketing its vehicles as safe, reliable, easily operable, efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety, reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to make repairs or making repairs and providing replacements that caused Arkansas Plaintiff and the Arkansas Sub-Class Members to experience repeated instances of failure, rendering the New

1 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
2 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
3 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
4 Arkansas Plaintiff and the Arkansas Sub-Class Members about the true nature of the Class Vehicles.

5 520. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
6 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

14 523. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
15 were defectively designed or manufactured, and were not suitable for their intended use.

16 524. Ford knew or should have known that its conduct violated the Arkansas DTPA.

17 525. Arkansas Plaintiff and the Arkansas Sub-Class Members reasonably relied on Ford's
18 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
19 in the purchase of the Class Vehicles.

20 526. Arkansas Plaintiff and the Arkansas Sub-Class Members had no way of discerning
21 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
22 because Arkansas Plaintiff and the Arkansas Sub-Class Members did not have access to Ford's
23 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

24 527. Had Arkansas Plaintiff and the Arkansas Sub-Class Members known that the Class
25 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
26 leased the Class Vehicles or would have paid less for them. Plaintiff did not receive the benefit of
27 their bargain as a result of Ford's misconduct.

28 528. Ford owed Arkansas Plaintiff and the Arkansas Sub-Class Members a duty to disclose

1 the truth about the Engine Defect because Ford:

2 a. possessed exclusive and superior knowledge of the design and manufacture of
3 the Class Vehicles and the Engine Defect;

4 b. intentionally concealed the foregoing from Arkansas Plaintiff and the
5 Arkansas Sub-Class Members; and/or

6 c. made incomplete representations regarding the quality and durability of the
7 Class Vehicles, while purposefully withholding material facts from Arkansas Plaintiff and the
8 Arkansas Sub-Class Members that contradicted these representations.

9 529. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
10 will fail due to the Engine Defect, its false representations regarding the increased durability of the
11 Class Vehicles, and reliance by Arkansas Plaintiff and the Arkansas Sub-Class Members on these
12 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
13 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
14 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
15 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
16 cost of the damage to their vehicles. Having volunteered to provide information to Arkansas Plaintiff
17 and the Arkansas Sub-Class Members, Ford had the duty to disclose not just the partial truth, but
18 the entire truth. These omitted and concealed facts were material because they directly impact the
19 value of the Class Vehicles purchased or leased by Arkansas Plaintiff and the Arkansas Sub-Class
20 Members. Longevity, durability, performance, and safety are material concerns to Ford consumers.
21 Ford represented to Arkansas Plaintiff and the Arkansas Sub-Class Members that they were
22 purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and
23 containing engines of advanced and superior characteristics and technology as alleged throughout
24 this Complaint, when in fact it is only a matter of time before the engines fail due to the Engine
25 Defect.

26 530. Arkansas Plaintiff and the Arkansas Sub-Class Members suffered injury in fact to a
27 legally protected interest. As a result of Ford's conduct, Arkansas Plaintiff and the Arkansas Sub-
28 Class Members were harmed and suffered actual damages in the form of the costs of diagnosis and

1 repair of their vehicles, and the diminished value of their vehicles.

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

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

8 533. As a proximate and direct result of Ford's unfair and deceptive trade practices,
9 Arkansas Plaintiff and members of the Arkansas Sub-Class purchased or leased Class Vehicles and
10 suffered an ascertainable loss and financial harm. These ascertainable losses include, among other
11 things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
12 replacement of the damaged related system components, diminution of Class Vehicle resale value,
13 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

14 534. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs, the
15 complaints and service requests Ford received from consumers, from repairs and/or replacements
16 of the engines or components thereof, and through other internal and external sources. Arkansas
17 Plaintiff and members of the Arkansas Sub-Class seek all damages and relief to which they are
18 entitled because Ford failed to remedy its unlawful conduct.

19 535. As a direct and proximate result of Ford's unfair or deceptive acts or practices alleged
20 herein, Arkansas Plaintiff and other members of the Arkansas Sub-Class suffered and will continue
21 to suffer actual damages and are entitled to recover actual damages to the extent permitted by law,
22 including class action rules, in an amount to be proven at trial. In addition, Arkansas Plaintiff and
23 the putative Class seek equitable and injunctive relief against Ford on terms that the Court considers
24 reasonable, and reasonable attorneys' fees.

25 **SEVENTH CAUSE OF ACTION**
26 **Breach of Express Warranty**
27 **Ark. Code Ann. §§ 4-2-313 and 4-2A-210**
28 **(On behalf of the Arkansas Sub-Class)**

536. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,

1 above.

2 537. Arkansas Plaintiff brings this cause of action individually and on behalf of the
3 members of the Arkansas Sub-Class.

4 538. Ford is and was at all relevant times a “merchant” with respect to motor vehicles Ark.
5 Code Ann. §§ 4-2-104(1) and 4-2A-103(3), and a “seller” of motor vehicles under § 4-2-103(1)(d).

6 539. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
7 vehicles under Ark. Code Ann. § 4-2A-103(1)(p).

8 540. The Class Vehicles are and were at all relevant times “goods” within the meaning of
9 Ark. Code Ann. §§ 4-2-105(1) and 4-2A-103(1)(h).

10 541. Ford provided all purchasers and lessees of the Class Vehicles with the express
11 warranty described herein, which became a material part of the bargain.

12 542. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
13 Lincoln warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
14 Ford/Ford warranty.

15 543. Ford sold and leased the Class Vehicles with a written express warranty covering the
16 Vehicles for three years or 36,000 miles, whichever comes first.

17 544. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge,
18 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
19 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
20 workmanship” so long the Vehicle is properly operated and maintained and taken to a Ford
21 dealership for repair within the warranty period.

22 545. Ford further provides powertrain warranty coverage, which is applicable to “the
23 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
24 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
25 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
26 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump”
27 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
28 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes

1 first.

2 546. For certified pre-owned (“CPO”) Vehicles, Ford offers an additional limited warranty
3 covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

4 547. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered
5 components . . . that are found to be defective in factory-supplied materials or workmanship during
6 the applicable warranty periods.” The engine and its components—including the cylinder block and
7 cylinder heads—are included in Ford’s list of “covered components.”

8 548. Ford manufactured and/or installed the engines and the engines’ component parts in
9 the Class Vehicles, and the engines and their component parts are covered by the express
10 Warranties.

11 549. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
12 were sold or leased to Arkansas Plaintiff and the Arkansas Sub-Class Members.

13 550. Plaintiff relied on Ford’s express warranties, which were a material part of the bargain,
14 when purchasing or leasing their Class Vehicles.

15 551. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
16 vehicles owned or leased by Arkansas Plaintiff and the Arkansas Sub-Class Members.

17 552. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
18 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

19 553. Ford breached the express Warranties by performing illusory repairs. Rather than
20 repairing the vehicles pursuant to the express Warranties, Ford falsely informed Arkansas Sub-Class
21 Members that there was no problem with their Class Vehicles, performed ineffective procedures
22 including software updates, and/or replaced defective components in the engines with equally
23 defective components, without actually repairing the Class Vehicles.

24 554. Ford and its agent dealers have failed and refused to conform the engines to the
25 express Warranties. Ford’s conduct, as discussed throughout this Complaint, has voided any attempt
26 on its part to disclaim liability for its actions.

27 555. Moreover, Ford’s attempt to disclaim or limit these express Warranties vis-à-vis
28 consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford’s

1 warranty limitation is unenforceable because it knowingly sold a defective product without
2 informing consumers about the defect.

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

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

12 558. Arkansas Plaintiff and the Arkansas Sub-Class Members were not required to notify
13 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written
14 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
15 and service requests it received from Plaintiff and the Class Members, from repairs and/or
16 replacements of the engines or components thereof, and through other internal and external sources.

17 559. Because Ford, through its conduct and exemplified by its own service bulletins, has
18 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
19 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

20 560. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
21 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
22 and void.

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

28 562. As a direct and proximate result of Ford's breach of express warranties, Arkansas

1 Plaintiff and the Arkansas Sub-Class Members have been damaged in an amount to be determined
2 at trial.

3 **EIGHTH CAUSE OF ACTION**
4 **Breach of the Implied Warranty of Merchantability**
5 **Ark. Code Ann. §§ 4-2-313 and 4-2A-212**
6 **(On behalf of the Arkansas Sub-Class)**

7 563. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
8 above.

9 564. Arkansas Plaintiff brings this cause of action individually and on behalf of the
10 members of the Arkansas Sub-Class.

11 565. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under
12 Ark. Code Ann. §§ 4-2-104(1) and 4-2A-103(3), and a “seller” of motor vehicles under § 4-2-
13 103(1)(d).

14 566. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
15 vehicles under Ark. Code Ann. § 4-2A-103(1)(p).

16 567. The Class Vehicles are and were at all relevant times “goods” within the meaning of
17 Ark. Code Ann. §§ 4-2-105(1) and 4-2A-103(1)(h).

18 568. A warranty that the Class Vehicles were in merchantable condition and fit for the
19 ordinary purpose for which vehicles are used is implied by law under Ark. Code Ann. §§ 4-2-313
20 and 4-2A-212.

21 569. Ford knew or had reason to know of the specific use for which the Class Vehicles
22 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to
23 customers through authorized dealers, like those from whom Arkansas Plaintiff and the Arkansas
24 Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers
25 purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from
26 Ford to the authorized dealers to Arkansas Plaintiff and the Arkansas Sub-Class Members, with no
27 modification to the defective engines.

28 570. Ford provided Plaintiff and Class Members with an implied warranty that the Class
Vehicles and their components and parts are merchantable and fit for the ordinary purposes for

1 which they were sold.

2 571. This implied warranty included, among other things: (i) a warranty that the Class
3 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
4 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
5 engines would be fit for their intended use while the Class Vehicles were being operated.

6 572. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
7 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
8 Plaintiff and Class Members with reliable, durable, and safe transportation. Instead, the Class
9 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
10 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
11 of this defect at the time these sale or lease transactions occurred.

12 573. As a result of Ford's breach of the applicable implied warranties, Arkansas Plaintiff
13 and the Arkansas Sub-Class Members suffered an ascertainable loss of money, property, and/or
14 value of their Class Vehicles. Additionally, as a result of the Engine Defect, Arkansas Plaintiff and
15 the Arkansas Sub-Class Members were harmed and suffered actual damages in that the Class
16 Vehicles' engine components are substantially certain to fail before their expected useful life has
17 run.

18 574. Ford's actions, as complained of herein, breached the implied warranty that the Class
19 Vehicles were of merchantable quality and fit for such use in violation of Ark. Code Ann. §§ 4-2-
20 313 and 4-2A-212.

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

24 576. Arkansas Plaintiff and the Arkansas Sub-Class Members were not required to notify
25 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied
26 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
27 and service requests it received from Plaintiff and the Class Members, from repairs and/or
28 replacements of the engines or components thereof, and through other internal sources.

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

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

NINTH CAUSE OF ACTION
Violation of the Colorado Consumer Protection Act
Colo. Rev. Stat. §§ 6-1-101, *et seq.*
(On behalf of the Colorado Sub-Class)

579. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

580. Plaintiff Darrick Christodaro ("Colorado Plaintiff") brings this cause of action individually and on behalf of the members of the Colorado Sub-Class.

581. Colorado Plaintiff and the Colorado Sub-Class Members are "consumer[s]" under the Colorado Consumer Protection Act ("Colorado CPA"), Colo. Rev. Stat. § 6-1-101 *et seq.*

582. Ford is a "person" within the meaning of the Colorado CPA. *See* Colo. Rev. Stat. § 6-1-102(6).

583. The Colorado CPA prohibits a person from engaging in a "deceptive trade practice," including (1) knowingly "mak[ing] a false representation as to the source, sponsorship, approval, or certification of goods, services, or property," (2) representing "that goods, food, services, or property are of a particular standard, quality, or grade . . . if he knows or should know that they are of another," (3) advertising "goods, services, or property with intent not to sell them as advertised," and (4) failing "failure "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(1)(e), (g), (i), (u). The Colorado CPA also provides that no person may "[e]ither knowingly

1 or recklessly engage[] in any unfair, unconscionable, deceptive, deliberately misleading, false, or
2 fraudulent act or practice.” Colo. Rev. Stat. § 6-1-105(kkk).

3 584. Ford participated in and engaged in deceptive business or trade practices prohibited
4 by the Colorado CPA by failing to disclose and actively concealing that the Class Vehicles contained
5 the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting
6 themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they
7 were sold.

8 585. Ford knowingly and intentionally misrepresented and omitted material facts in
9 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
10 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
11 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
12 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
13 reliability, performance and efficiency, and stood behind its vehicles after they were sold; by failing
14 to make repairs or making repairs and providing replacements that caused Colorado Plaintiffs and
15 the Colorado Sub-Class Members to experience repeated instances of failure, rendering the New
16 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
17 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
18 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
19 Colorado Plaintiff and the Colorado Sub-Class Members about the true nature of the Class Vehicles.

20 586. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
21 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

1 589. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
2 were defectively designed or manufactured, and were not suitable for their intended use.

3 590. Ford knew or should have known that its conduct violated the Colorado CPA.

4 591. Colorado Plaintiff and the Colorado Sub-Class Members reasonably relied on Ford's
5 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
6 in the purchase of the Class Vehicles.

7 592. Colorado Plaintiff and the Colorado Sub-Class Members had no way of discerning
8 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
9 because Colorado Plaintiff and the Colorado Sub-Class Members did not have access to Ford's
10 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

11 593. Had Colorado Plaintiff and the Colorado Sub-Class Members known that the Class
12 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
13 leased the Class Vehicles or would have paid less for them. Colorado Plaintiff and the Colorado
14 Sub-Class Members did not receive the benefit of their bargain as a result of Ford's misconduct.

15 594. Ford owed Colorado Plaintiff and the Colorado Sub-Class Members a duty to disclose
16 the truth about the Engine Defect because Ford:

17 a. possessed exclusive and superior knowledge of the design and manufacture of
18 the Class Vehicles and the Engine Defect;

19 b. intentionally concealed the foregoing from Colorado Plaintiff and the
20 Colorado Sub-Class Members; and/or

21 c. made incomplete representations regarding the quality and durability of the
22 Class Vehicles, while purposefully withholding material facts from Colorado Plaintiff and the
23 Colorado Sub-Class Members that contradicted these representations.

24 595. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
25 will fail due to the Engine Defect, its false representations regarding the increased durability of the
26 Class Vehicles, and reliance by Colorado Plaintiff and the Colorado Sub-Class Members on these
27 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
28 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,

1 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
2 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
3 cost of the damage to their vehicles. Having volunteered to provide information to Colorado Plaintiff
4 and the Colorado Sub-Class Members, Ford had the duty to disclose not just the partial truth, but
5 the entire truth. These omitted and concealed facts were material because they directly impact the
6 value of the Class Vehicles purchased or leased by Colorado Plaintiff and the Colorado Sub-Class
7 Members. Longevity, durability, performance, and safety are material concerns to Ford consumers.
8 Ford represented to Colorado Plaintiff and the Colorado Sub-Class Members that they were
9 purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and
10 containing engines of advanced and superior characteristics and technology as alleged throughout
11 this Complaint, when in fact it is only a matter of time before the engines fail due to the Engine
12 Defect.

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

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

19 598. As a proximate and direct result of Ford's unfair and deceptive trade practices,
20 Colorado Plaintiff and members of the Colorado Sub-Class purchased or leased Class Vehicles and
21 suffered an ascertainable loss and financial harm. These ascertainable losses include, among other
22 things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
23 replacement of the damaged related system components, diminution of Class Vehicle resale value,
24 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

25 599. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs, the
26 complaints and service requests Ford received from consumers, from repairs and/or replacements
27 of the engines or components thereof, and through other internal and external sources. Colorado
28 Plaintiff and members of the Colorado Sub-Class seek all damages and relief to which they are

1 entitled because Ford failed to remedy its unlawful conduct.

2 600. Colorado Plaintiff and the Colorado Sub-Class Members seek an order enjoining
3 Ford's unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other
4 just and proper relief available under the Colorado CPA.

5 **TENTH CAUSE OF ACTION**
6 **Breach of Express Warranty**
7 **Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-210**
8 **(On behalf of the Colorado Sub-Class)**

9 601. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
10 above.

11 602. Colorado Plaintiff brings this cause of action individually and on behalf of the
12 members of the Colorado Sub-Class.

13 603. Ford is and was at all relevant times a "merchant" with respect to motor vehicles Colo.
14 Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and a "seller" of motor vehicles under § 4-2-103(1)(d).

15 604. With respect to leases, Ford is and was at all relevant times a "lessor" of motor
16 vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

17 605. The Class Vehicles are and were at all relevant times "goods" within the meaning of
18 Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

19 606. Ford provided all purchasers and lessees of the Class Vehicles with the express
20 warranty described herein, which became a material part of the bargain.

21 607. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
22 Lincoln warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
23 Ford/Ford warranty.

24 608. Ford sold and leased the Class Vehicles with a written express warranty covering the
25 Vehicles for three years or 36,000 miles, whichever comes first.

26 609. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge,
27 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
28 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford

1 dealership for repair within the warranty period.

2 610. Ford further provides powertrain warranty coverage, which is applicable to “the
3 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
4 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
5 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
6 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump”
7 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
8 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
9 first.

10 611. For certified pre-owned (“CPO”) Vehicles, Ford offers an additional limited warranty
11 covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

12 612. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered
13 components . . . that are found to be defective in factory-supplied materials or workmanship during
14 the applicable warranty periods.” The engine and its components—including the cylinder block and
15 cylinder heads—are included in Ford’s list of “covered components.”

16 613. Ford manufactured and/or installed the engines and the engines’ component parts in
17 the Class Vehicles, and the engines and their component parts are covered by the express
18 Warranties.

19 614. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
20 were sold or leased to Colorado Plaintiff and the Colorado Sub-Class Members.

21 615. Colorado Plaintiff relied on Ford’s express warranties, which were a material part of
22 the bargain, when purchasing or leasing their Class Vehicles.

23 616. Colorado Plaintiff and the Colorado Sub-Class Members are the intended ultimate
24 consumers of the Class Vehicles and therefore have standing to sue Ford for breach of its express
25 warranty. Colo. Rev. Stat. §§ 4-2-318, 4-2.5-216.

26 617. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
27 vehicles owned or leased by Colorado Plaintiff and the Colorado Sub-Class Members.

28 618. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes

1 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

2 619. Ford breached the express Warranties by performing illusory repairs. Rather than
3 repairing the vehicles pursuant to the express Warranties, Ford falsely informed Colorado Sub-Class
4 Members that there was no problem with their Class Vehicles, performed ineffective procedures
5 including software updates, and/or replaced defective components in the engines with equally
6 defective components, without actually repairing the Class Vehicles.

7 620. Ford and its agent dealers have failed and refused to conform the engines to the
8 express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt
9 on its part to disclaim liability for its actions.

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

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

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

23 624. Colorado Plaintiff and the Colorado Sub-Class Members were not required to notify
24 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written
25 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
26 and service requests it received from Plaintiff and the Class Members, from repairs and/or
27 replacements of the engines or components thereof, and through other internal and external sources.

28 625. Because Ford, through its conduct and exemplified by its own service bulletins, has

1 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
2 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

3 626. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
4 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
5 and void.

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

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

14 **ELEVENTH CAUSE OF ACTION**
15 **Breach of the Implied Warranty of Merchantability**
16 **Colo. Rev. Stat. §§ 4-2-313 and 4-2.5-212**
(On behalf of the Colorado Sub-Class)

17 629. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
18 above.

19 630. Colorado Plaintiff brings this cause of action individually and on behalf of the
20 members of the Colorado Sub-Class.

21 631. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
22 Colo. Rev. Stat. §§ 4-2-104(1) and 4-2.5-103(3), and a "seller" of motor vehicles under § 4-2-
23 103(1)(d).

24 632. With respect to leases, Ford is and was at all relevant times a "lessor" of motor
25 vehicles under Colo. Rev. Stat. § 4-2.5-103(1)(p).

26 633. The Class Vehicles are and were at all relevant times "goods" within the meaning of
27 Colo. Rev. Stat. §§ 4-2-105(1) and 4-2.5-103(1)(h).

28 634. A warranty that the Class Vehicles were in merchantable condition and fit for the

1 ordinary purpose for which vehicles are used is implied by law under Colo. Rev. Stat. §§ 4-2-314
2 and 4-2.5-212.

3 635. Ford knew or had reason to know of the specific use for which the Class Vehicles
4 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to
5 customers through authorized dealers, like those from whom Colorado Plaintiff and the Colorado
6 Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers
7 purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from
8 Ford to the authorized dealers to Colorado Plaintiff and the Colorado Sub-Class Members, with no
9 modification to the defective engines.

10 636. Ford provided Plaintiff and Class Members with an implied warranty that the Class
11 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
12 which they were sold.

13 637. This implied warranty included, among other things: (i) a warranty that the Class
14 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
15 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
16 engines would be fit for their intended use while the Class Vehicles were being operated.

17 638. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
18 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
19 Plaintiff and Class Members with reliable, durable, and safe transportation. Instead, the Class
20 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
21 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
22 of this defect at the time these sale or lease transactions occurred.

23 639. As a result of Ford's breach of the applicable implied warranties, Colorado Plaintiff
24 and the Colorado Sub-Class Members suffered an ascertainable loss of money, property, and/or
25 value of their Class Vehicles. Additionally, as a result of the Engine Defect, Colorado Plaintiff and
26 the Colorado Sub-Class Members were harmed and suffered actual damages in that the Class
27 Vehicles' engine components are substantially certain to fail before their expected useful life has
28 run.

1 640. Ford's actions, as complained of herein, breached the implied warranty that the Class
2 Vehicles were of merchantable quality and fit for such use in violation of Colo. Rev. Stat. §§ 4-2-
3 314 and 4-2.5-212.

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

7 642. Colorado Plaintiff and the Colorado Sub-Class Members were not required to notify
8 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied
9 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
10 and service requests it received from Plaintiff and the Class Members, from repairs and/or
11 replacements of the engines or components thereof, and through other internal sources.

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

17 644. Plaintiff and Class Members are the intended ultimate consumers of the Class
18 Vehicles and therefore have standing to sue Ford for breach of its implied warranty. Colo. Rev. Stat.
19 §§ 4-2-318, 4-2.5-216.

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

23 **TWELFTH CAUSE OF ACTION**
24 **Violations of the Florida Deceptive and Unfair Trade Practices Act,**
25 **Fla. Stat. § 501.201, *et seq.***
 (On Behalf of the Florida Sub-Class)

26 646. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
27 above.

28 647. Plaintiff Amy Hoffer ("Florida Plaintiff") brings this cause of action individually and

1 on behalf of the Florida Sub-Class.

2 648. Florida Plaintiff and the Florida Sub-Class Members are “consumers[s]” under the
3 Florida Deceptive and Unfair Trade Practices Act (“FDUPTA”), Fla. Stat. § 501.203(7).

4 649. Ford engaged in “trade or commerce” in Florida within the meaning of the FDUPTA.
5 *See* Fla. Stat. § 501.203(8).

6 650. The FDUPTA prohibits “[u]nfair methods of competition, unconscionable acts or
7 practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce.” Fla.
8 Stat. § 501.204(1). Ford engaged in unfair and deceptive practices that violated the FDUPTA as
9 described above.

10 651. Ford participated in and engaged in deceptive business or trade practices prohibited
11 by the FDUPTA by failing to disclose and actively concealing that the Class Vehicles contained the
12 Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting
13 themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they
14 were sold.

15 652. Ford knowingly and intentionally misrepresented and omitted material facts in
16 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
17 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
18 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
19 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
20 reliability, performance and efficiency, and stood behind its vehicles after they were sold; by failing
21 to make repairs or making repairs and providing replacements that caused Florida Plaintiff and the
22 Florida Sub-Class Members to experience repeated instances of failure, rendering the New Vehicle
23 Limited Warranty useless; and minimizing the scope and severity of the problems with the Class
24 Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate relief to
25 consumers. Ford misrepresented and omitted such material facts with the intent to mislead Florida
26 Plaintiff and the Florida Sub-Class Members about the true nature of the Class Vehicles.

27 653. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
28 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

8 656. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
9 were defectively designed or manufactured, and were not suitable for their intended use.

10 657. Ford knew or should have known that its conduct violated the FDUPA.

11 658. Florida Plaintiff and the Florida Sub-Class Members reasonably relied on Ford's
12 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
13 in the purchase of the Class Vehicles.

14 659. Florida Plaintiff and the Florida Sub-Class Members had no way of discerning that
15 Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
16 because Florida Plaintiff and the Florida Sub-Class Members did not have access to Ford's exclusive
17 and superior knowledge about the Class Vehicles' design and the Engine Defect.

18 660. Had Florida Plaintiff and the Florida Sub-Class Members known that the Class
19 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
20 leased the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of
21 their bargain as a result of Ford's misconduct.

22 661. Ford owed Florida Plaintiff and the Florida Sub-Class Members a duty to disclose the
23 truth about the Engine Defect because Ford:

24 a. possessed exclusive and superior knowledge of the design and manufacture of
25 the Class Vehicles and the Engine Defect;

26 b. intentionally concealed the foregoing from Florida Plaintiff and the Florida
27 Sub-Class Members; and/or

28 c. made incomplete representations regarding the quality and durability of the

1 Class Vehicles, while purposefully withholding material facts from Florida Plaintiff and the Florida
2 Sub-Class Members that contradicted these representations.

3 662. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
4 will fail due to the Engine Defect, its false representations regarding the increased durability of the
5 Class Vehicles, and reliance by Florida Plaintiff and the Florida Sub-Class Members on these
6 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
7 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
8 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
9 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
10 cost of the damage to their vehicles. Having volunteered to provide information to Florida Plaintiff
11 and the Florida Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the
12 entire truth. These omitted and concealed facts were material because they directly impact the value
13 of the Class Vehicles purchased or leased by Florida Plaintiff and the Florida Sub-Class Members.
14 Longevity, durability, performance, and safety are material concerns to Ford consumers. Ford
15 represented to Florida Plaintiff and the Florida Sub-Class Members that they were purchasing or
16 leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines
17 of advanced and superior characteristics and technology as alleged throughout this Complaint, when
18 in fact it is only a matter of time before the engines fail due to the Engine Defect.

19 663. Florida Plaintiff and the Florida Sub-Class Members suffered injury in fact to a legally
20 protected interest. As a result of Ford's conduct, Florida Plaintiff and the Florida Sub-Class
21 Members were harmed and suffered actual damages in the form of the costs of diagnosis and repair
22 of their vehicles, and the diminished value of their vehicles.

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

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

666. As a proximate and direct result of Ford's unfair and deceptive trade practices, Florida Plaintiff and members of the Florida Sub-Class purchased or leased Class Vehicles and suffered an ascertainable loss and financial harm. These ascertainable losses include, among other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect, replacement of the damaged related system components, diminution of Class Vehicle resale value, increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

667. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs, the complaints and service requests Ford received from consumers, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources. Florida Plaintiff and members of the Florida Sub-Class seek all damages and relief to which they are entitled because Ford failed to remedy its unlawful conduct.

668. Florida Plaintiff and the Florida Sub-Class Members seek, *inter alia*, actual damages in an amount to be determined at trial, reasonable attorneys' fees; and any other just and proper relief available under the FDUPA. Because Ford acted with willful and conscious disregard of the rights and safety of others, Ford's conduct constitutes malice, oppression, and fraud warranting punitive damages.

THIRTEENTH CAUSE OF ACTION
Breach of Express Warranty
Fla. Stat. §§ 672.313 and 680.21
(On behalf of the Florida Sub-Class)

669. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

670. Plaintiff Constable brings this cause of action individually and on behalf of the members of the Florida Sub-Class.

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

672. With respect to leases, Ford is and was at all relevant times a "lessor" of motor vehicles under Fla. Stat. § 680.1031(1)(p).

673. The Class Vehicles are and were at all relevant times "goods" within the meaning of

1 Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

2 674. Ford provided all purchasers and lessees of the Class Vehicles with the express
3 warranty described herein, which became a material part of the bargain.

4 675. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
5 Lincoln warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
6 Ford/Ford Warranty.

7 676. Ford sold and leased the Class Vehicles with a written express warranty covering the
8 Vehicles for three years or 36,000 miles, whichever comes first.

9 677. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge,
10 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
11 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
12 workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford
13 dealership for repair within the warranty period.

14 678. Ford further provides powertrain warranty coverage, which is applicable to "the
15 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
16 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
17 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
18 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump"
19 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
20 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
21 first.

22 679. For certified pre-owned ("CPO") Vehicles, Ford offers an additional limited warranty
23 covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

24 680. Ford's CPO Vehicle warranty states that a dealer will replace "all covered
25 components . . . that are found to be defective in factory-supplied materials or workmanship during
26 the applicable warranty periods." The engine and its components—including the cylinder block and
27 cylinder heads—are included in Ford's list of "covered components."

28 681. Ford manufactured and/or installed the engines and the engines' component parts in

1 the Class Vehicles, and the engines and their component parts are covered by the express
2 Warranties.

3 682. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
4 were sold or leased to Plaintiff Constable and the Florida Sub-Class Members.

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

7 684. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
8 vehicles owned or leased by Plaintiff Constable and the Florida Sub-Class Members.

9 685. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
10 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

11 686. Ford breached the express Warranties by performing illusory repairs. Rather than
12 repairing the vehicles pursuant to the express Warranties, Ford falsely informed Florida Sub-Class
13 Members that there was no problem with their Class Vehicles, performed ineffective procedures
14 including software updates, and/or replaced defective components in the engines with equally
15 defective components, without actually repairing the Class Vehicles.

16 687. Ford and its agent dealers have failed and refused to conform the engines to the
17 express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt
18 on its part to disclaim liability for its actions.

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

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

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

4 691. Plaintiff Constable and the Florida Sub-Class Members were not required to notify
5 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written
6 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
7 and service requests it received from Plaintiffs and the Class Members, from repairs and/or
8 replacements of the engines or components thereof, and through other internal and external sources.

9 692. Because Ford, through its conduct and exemplified by its own service bulletins, has
10 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
11 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

12 693. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
13 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
14 and void.

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

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

23 **FOURTEENTH CAUSE OF ACTION**
24 **Breach of the Implied Warranty of Merchantability**
25 **Fla. Stat. §§ 672.314 and 680.212**
 (On behalf of the Florida Sub-Class)

26 696. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
27 above.

28 697. Plaintiff Constable bring this cause of action individually and on behalf of the

1 members of the Florida Sub-Class.

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

4 699. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
5 vehicles under Fla. Stat. § 680.1031(1)(p).

6 700. The Class Vehicles are and were at all relevant times “goods” within the meaning of
7 Fla. Stat. §§ 672.105(1) and 680.1031(1)(h).

8 701. A warranty that the Class Vehicles were in merchantable condition and fit for the
9 ordinary purpose for which vehicles are used is implied by law under Fla. Stat. §§ 672.314 and
10 680.212.

11 702. Ford knew or had reason to know of the specific use for which the Class Vehicles
12 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to
13 customers through authorized dealers, like those from whom Plaintiff Constable and the Florida
14 Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers
15 purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from
16 Ford to the authorized dealers to Plaintiff Constable and the Florida Sub-Class Members, with no
17 modification to the defective engines.

18 703. Ford provided Plaintiffs and Class Members with an implied warranty that the Class
19 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
20 which they were sold.

21 704. This implied warranty included, among other things: (i) a warranty that the Class
22 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
23 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
24 engines would be fit for their intended use while the Class Vehicles were being operated.

25 705. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
26 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
27 Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class
28 Vehicles are defective, including, but not limited to, the defective design and manufacture of their

engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew of this defect at the time these sale or lease transactions occurred.

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

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

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

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

710. Because Plaintiff Constable and the Florida Sub-Class Members purchased their vehicles from authorized Ford dealers, they are in privity with Ford since (1) an agency relationship establishes privity for purposes of the breach of implied warranty claims and (2) privity is not required where plaintiffs are intended third-party beneficiaries of a defendant's implied warranties and of the contracts between Ford and its authorized dealers.

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

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

4 **FIFTEENTH CAUSE OF ACTION**
5 **Violations of the Georgia Fair Business Practices Act,**
6 **Ga. Code Ann. § 10-1-390, *et seq.***
7 **(On Behalf of the Georgia Sub-Class)**

8 713. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426 above.

9 714. Plaintiffs Jillian Constable and Monterio Butcher ("Georgia Plaintiffs") bring this
10 cause of action individually and on behalf of the Georgia Sub-Class.

11 715. Georgia's Fair Business Practices Act ("GFBPA") declares "[u]nfair or deceptive acts
12 or practices in the conduct of consumer transactions and consumer acts or practices in trade or
13 commerce" to be unlawful. Ga. Code Ann. § 10-1-393(a).

14 716. Unfair or deceptive acts or practices are defined to include, "representing that goods
15 or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that
16 they do not have," "[r]epresenting that goods or services are of a particular standard, quality, or
17 grade ... if they are of another," and [a]dvertising goods or services with intent not to sell them as
18 advertised." Ga. Code Ann. § 10-1-393(b). Ford engaged in unfair and deceptive practices that
19 violated the GFBPA as described above.

20 717. Ford participated in and engaged in deceptive business or trade practices prohibited
21 by the GFBPA by failing to disclose and actively concealing that the Class Vehicles contained the
22 Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting
23 themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they
24 were sold.

25 718. By failing to disclose the Engine Defect; by concealing the Engine Defect; by
26 promoting and selling or leasing Class Vehicles it knew were defective, including by marketing its
27 vehicles as safe, reliable, easily operable, efficient, and of high quality; by presenting itself as a
28 reputable manufacturer that valued safety, reliability, performance and efficiency, and stood behind
its vehicles after they were sold; by failing to make repairs or making repairs and providing

1 replacements that caused Georgia Plaintiffs and the Georgia Sub-Class Members to experience
2 repeated instances of failure, rendering the New Vehicle Limited Warranty useless; and by
3 minimizing the scope and severity of the problems with the Class Vehicles, refusing to acknowledge
4 that they are defective, and failing to provide adequate relief to consumers, Ford knowingly and
5 intentionally misrepresented and omitted material facts in connection with the sale or lease of the
6 Class Vehicles.

7 719. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
8 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

16 722. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
17 were defectively designed or manufactured, and were not suitable for their intended use.

18 723. Ford knew or should have known that its conduct violated the GFBPA.

19 724. Georgia Plaintiffs and the Georgia Sub-Class Members reasonably relied on Ford's
20 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
21 in the purchase of the Class Vehicles.

22 725. Had Georgia Plaintiffs and the Georgia Sub-Class Members known that the Class
23 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
24 leased the Class Vehicles or would have paid less for them. Plaintiff did not receive the benefit of
25 their bargain as a result of Ford's misconduct.

26 726. Ford owed Georgia Plaintiffs and the Georgia Sub-Class Members a duty to disclose
27 the truth about the Engine Defect because Ford:

28 a. possessed exclusive and superior knowledge of the design and manufacture of

1 the Class Vehicles and the Engine Defect;

2 b. intentionally concealed the foregoing from Georgia Plaintiffs and the Georgia
3 Sub-Class Members; and/or

4 c. made incomplete representations regarding the quality and durability of the
5 Class Vehicles, while purposefully withholding material facts from Georgia Plaintiffs and the
6 Georgia Sub-Class Members that contradicted these representations.

7 727. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
8 will fail due to the Engine Defect, its false representations regarding the increased durability of the
9 Class Vehicles, and reliance by Georgia Plaintiffs and the Georgia Sub-Class Members on these
10 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
11 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
12 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
13 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
14 cost of the damage to their vehicles. Having volunteered to provide information to Georgia Plaintiffs
15 and the Georgia Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the
16 entire truth. These omitted and concealed facts were material because they directly impact the value
17 of the Class Vehicles purchased or leased by Georgia Plaintiffs and the Georgia Sub-Class
18 Members. Longevity, durability, performance, and safety are material concerns to Ford consumers.
19 Ford represented to Georgia Plaintiffs and the Georgia Sub-Class Members that they were
20 purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and
21 containing engines of advanced and superior characteristics and technology as alleged throughout
22 this Complaint, when in fact it is only a matter of time before the engines fail due to the Engine
23 Defect.

24 728. Georgia Plaintiffs and the Georgia Sub-Class Members suffered injury in fact to a
25 legally protected interest. As a result of Ford's conduct, Georgia Plaintiffs and the Georgia Sub-
26 Class Members were harmed and suffered actual damages in the form of the costs of diagnosis and
27 repair of their vehicles, and the diminished value of their vehicles.

28 729. As a direct and proximate result of Ford's unfair or deceptive acts or practices,

1 Georgia Plaintiffs and the Georgia Sub-Class Members suffered and will continue to suffer injury
2 in fact and/or actual damages.

3 730. Defendant's violations present a continuing risk to Georgia Plaintiffs and the Georgia
4 Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices
5 complained of herein affect the public interest.

6 731. As a proximate and direct result of Ford's unfair and deceptive trade practices,
7 Georgia Plaintiffs and members of the Georgia Sub-Class purchased or leased Class Vehicles and
8 suffered an ascertainable loss and financial harm. This included ascertainable losses in the form of
9 actual damages in the amount of overpayment at the time of purchase or lease, the cost to attempt
10 to repair the Engine Defect, replaced the damaged related system components, diminution of Class
11 Vehicle resale value, increased repair and maintenance costs, and other substantial monetary
12 damages and inconvenience.

13 732. Pursuant to statute, Georgia Plaintiffs provided notice of her their claims by letter
14 dated May 19 and May 21, 2021. Ford was also on notice of the Engine Defect from the prior pre-
15 suit notices from other Plaintiffs, the complaints and service requests Ford received from consumers,
16 from repairs and/or replacements of the engines or components thereof, and through other internal
17 and external sources. Plaintiff and members of the Georgia Sub-Class seek all damages and relief
18 to which they are entitled to because Ford failed to remedy its unlawful conduct within the requisite
19 time period.

20 733. Georgia Plaintiffs and members of the Georgia Sub-Class seek monetary relief
21 against Ford in the amount of damages, exemplary damages for intentional violations, injunctive
22 relief, attorneys' fees, and any other just and proper relief available under Ga. Code Ann. § 10-1-
23 399(a).

24 **SIXTEENTH CAUSE OF ACTION**
25 **Violations of the Georgia Uniform Deceptive Trade Practices Act,**
26 **Ga. Code Ann. § 10-1-370, *et seq.***
(On Behalf of the Georgia Sub-Class)

27 734. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
28 above.

1 735. Georgia Plaintiffs bring this cause of action individually and on behalf of the Georgia
2 Sub-Class.

3 736. The Georgia Uniform Deceptive Trade Practices Act (“GUDTPA”) prohibits
4 “deceptive trade practices,” which include the “misrepresentation of standard or quality of goods or
5 services,” and “engaging in any other conduct which similarly creates a likelihood of confusion or
6 of misunderstanding.” Ga. Code Ann. § 10-1-372(a). Ford engaged in unfair and deceptive practices
7 that violated the GUDTPA as described above.

8 737. Ford, Georgia Plaintiffs and the members of the Georgia Sub-Class are “persons”
9 within the meaning of the GUDTPA, GA. Code Ann. § 10-1-471(5).

10 738. Ford participated in and engaged in deceptive business or trade practices prohibited
11 by the GUDTPA by failing to disclose and actively concealing that the Class Vehicles contained
12 the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting
13 themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they
14 were sold.

15 739. Ford knowingly and intentionally misrepresented and omitted material facts in
16 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
17 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
18 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
19 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
20 reliability, performance and efficiency, and stood behind its vehicles after they were sold; by failing
21 to make repairs or making repairs and providing replacements that caused Georgia Plaintiffs and
22 the Georgia Sub-Class Members to experience repeated instances of failure, rendering the New
23 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
24 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
25 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
26 Georgia Plaintiffs and the Georgia Sub-Class Members about the true nature of the Class Vehicles.

27 740. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
28 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

743. Ford knew that the Class Vehicles and their engines suffered from an inherent defect, were defectively designed or manufactured, and were not suitable for their intended use.

744. Ford knew or should have known that its conduct violated the GUDTPA.

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

746. Georgia Plaintiffs and the Georgia Sub-Class Members had no way of discerning that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles because Georgia Plaintiffs and the Georgia Sub-Class Members did not have access to Ford's exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

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

748. Ford owed Georgia Plaintiffs and the Georgia Sub-Class Members a duty to disclose the truth about the Engine Defect because Ford:

a. possessed exclusive and superior knowledge of the design and manufacture of the Class Vehicles and the Engine Defect;

b. intentionally concealed the foregoing from Georgia Plaintiffs and the Georgia Sub-Class Members; and/or

c. made incomplete representations regarding the quality and durability of the

1 Class Vehicles, while purposefully withholding material facts from Georgia Plaintiffs and the
2 Georgia Sub-Class Members that contradicted these representations.

3 749. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
4 will fail due to the Engine Defect, its false representations regarding the increased durability of the
5 Class Vehicles, and reliance by Georgia Plaintiffs and the Georgia Sub-Class Members on these
6 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
7 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
8 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
9 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
10 cost of the damage to their vehicles. Having volunteered to provide information to Georgia Plaintiffs
11 and the Georgia Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the
12 entire truth. These omitted and concealed facts were material because they directly impact the value
13 of the Class Vehicles purchased or leased by Georgia Plaintiffs and the Georgia Sub-Class
14 Members. Longevity, durability, performance, and safety are material concerns to Ford consumers.
15 Ford represented to Georgia Plaintiffs and the Georgia Sub-Class Members that they were
16 purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and
17 containing engines of advanced and superior characteristics and technology as alleged throughout
18 this Complaint, when in fact it is only a matter of time before the engines fail due to the Engine
19 Defect.

20 750. Georgia Plaintiffs and the Georgia Sub-Class Members suffered injury in fact to a
21 legally protected interest. As a result of Ford's conduct, Georgia Plaintiffs and the Georgia Sub-
22 Class Members were harmed and suffered actual damages in the form of the costs of diagnosis and
23 repair of their vehicles, and the diminished value of their vehicles.

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

27 752. Defendant's violations present a continuing risk to Georgia Plaintiffs and the Georgia
28 Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices

1 complained of herein affect the public interest.

2 753. As a proximate and direct result of Ford's unfair and deceptive trade practices,
3 Georgia Plaintiff and members of the Georgia Sub-Class purchased or leased Class Vehicles and
4 suffered an ascertainable loss and financial harm. These ascertainable losses include, among other
5 things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
6 replacement of the damaged related system components, diminution of Class Vehicle resale value,
7 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

8 754. Georgia Plaintiffs provided notice of their claims by letters dated May 19 and May
9 21, 2021.

10 755. Georgia Plaintiffs and members of the Georgia Sub-Class seek monetary relief against
11 Ford in the amount of actual damages, injunctive relief, attorneys' fees, and any other just and proper
12 relief available under Ga. Code Ann. § 10-1-373.

13 **SEVENTEENTH CAUSE OF ACTION**
14 **Violations of the Illinois Consumer Fraud and Deceptive Business Practices Act,**
15 **815 ILCS 505/1, *et seq.***
(On Behalf of the Illinois Sub-Class)

16 756. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
17 above.

18 757. Plaintiffs Harlampi Bozhinov, Anthony Cicero, and Mary Glade ("Illinois Plaintiffs")
19 bring this cause of action individually and on behalf of the Illinois Sub-Class.

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

21 759. The Illinois Plaintiffs and the Illinois Sub-Class members are "consumers" as that
22 term is defined in 815 ILCS 505/1(e).

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

1 commerce ... whether any person has in fact been misled, deceived or damaged thereby.” 815 ILCS
2 505/2. Ford engaged in unfair and deceptive practices that violated the Illinois CFA as described
3 above.

4 761. Ford participated in and engaged in deceptive business or trade practices prohibited
5 by the Illinois CFA by failing to disclose and actively concealing that the Class Vehicles contained
6 the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting
7 themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they
8 were sold.

9 762. By failing to disclose the Engine Defect; by concealing the Engine Defect; by
10 promoting and selling or leasing Class Vehicles it knew were defective, including by marketing its
11 vehicles as safe, reliable, easily operable, efficient, and of high quality; by presenting itself as a
12 reputable manufacturer that valued safety, reliability, performance and efficiency, and stood behind
13 its vehicles after they were sold; by failing to make repairs or making repairs and providing
14 replacements that caused Illinois Plaintiffs and the Illinois Sub-Class Members to experience
15 repeated instances of failure, rendering the New Vehicle Limited Warranty useless; and by
16 minimizing the scope and severity of the problems with the Class Vehicles, refusing to acknowledge
17 that they are defective, and failing to provide adequate relief to consumers, Ford knowingly and
18 intentionally misrepresented and omitted material facts in connection with the sale or lease of the
19 Class Vehicles.

20 763. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
21 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

1 766. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
2 were defectively designed or manufactured, and were not suitable for their intended use.

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

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

7 769. Had Illinois Plaintiffs and the Illinois Sub-Class Members known that the Class
8 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
9 leased the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of
10 their bargain as a result of Ford's misconduct.

11 770. Ford owed Illinois Plaintiffs and the Illinois Sub-Class Members a duty to disclose
12 the truth about the Engine Defect because Ford:

13 a. possessed exclusive and superior knowledge of the design and manufacture of
14 the Class Vehicles and the Engine Defect;

15 b. intentionally concealed the foregoing from Illinois Plaintiffs and the Illinois
16 Sub-Class Members; and/or

17 c. made incomplete representations regarding the quality and durability of the
18 Class Vehicles, while purposefully withholding material facts from Illinois Plaintiffs and the Illinois
19 Sub-Class Members that contradicted these representations.

20 771. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
21 will fail due to the Engine Defect, its false representations regarding the increased durability of the
22 Class Vehicles, and reliance by Illinois Plaintiffs and the Illinois Sub-Class Members on these
23 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
24 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
25 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
26 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
27 cost of the damage to their vehicles. Having volunteered to provide information to Illinois Plaintiffs
28 and the Illinois Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the

1 entire truth. These omitted and concealed facts were material because they directly impact the value
2 of the Class Vehicles purchased or leased by Illinois Plaintiffs and the Illinois Sub-Class Members.
3 Longevity, durability, performance, and safety are material concerns to Ford consumers. Ford
4 represented to Illinois Plaintiffs and the Illinois Sub-Class Members that they were purchasing or
5 leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines
6 of advanced and superior characteristics and technology as alleged throughout this Complaint, when
7 in fact it is only a matter of time before the engines fail due to the Engine Defect.

8 772. Illinois Plaintiffs and the Illinois Sub-Class Members suffered injury in fact to a
9 legally protected interest. As a result of Ford's conduct, Illinois Plaintiffs and the Illinois Sub-Class
10 Members were harmed and suffered actual damages in the form of the costs of diagnosis and repair
11 of their vehicles, and the diminished value of their vehicles.

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

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

18 775. As a proximate and direct result of Ford's unfair and deceptive trade practices, Illinois
19 Plaintiffs and members of the Illinois Sub-Class purchased or leased Class Vehicles and suffered an
20 ascertainable loss and financial harm. This included ascertainable losses include, among other
21 things, overpayment at the time of purchase or lease, the cost to attempt to repair the Engine Defect,
22 replaced the damaged related system components, diminution of Class Vehicle resale value,
23 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

24 776. The Illinois Plaintiffs provided notice of their claims by letters dated June 14, 2021
25 and May 21, 2021.

26 777. The Illinois Plaintiffs and members of the Illinois Sub-Class seek monetary relief
27 against Ford in the amount of actual damages, as well as punitive damages because Ford act with
28 fraud and/or malice and/or was grossly negligent.

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

3 **EIGHTEENTH CAUSE OF ACTION**
4 **Breach of Express Warranty**
5 **Ill. Comp. Stat. §§ 5/2-313 and 5/2A-210**
6 **(On behalf of the Illinois Sub-Class)**

7 779. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
8 above.

9 780. Plaintiff Cicero brings this cause of action individually and on behalf of the members
10 of the Illinois Sub-Class.

11 781. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under
12 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and a “seller” of motor vehicles under § 5/2-
13 103(1)(d).

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

16 783. The Class Vehicles are and were at all relevant times “goods” within the meaning of
17 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h).

18 784. Ford provided all purchasers and lessees of the Class Vehicles with the express
19 warranty described herein, which became a material part of the bargain.

20 785. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
21 Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
22 Ford/Ford Warranty.

23 786. Ford sold and leased the Class Vehicles with a written express warranty covering the
24 Vehicles for three years or 36,000 miles, whichever comes first.

25 787. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge,
26 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
27 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
28 workmanship” so long the Vehicle is properly operated and maintained and taken to a Ford
dealership for repair within the warranty period.

1 788. Ford further provides powertrain warranty coverage, which is applicable to “the
2 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
3 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
4 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
5 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump”
6 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
7 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
8 first.

9 789. For certified pre-owned (“CPO”) Vehicles, Ford offers an additional limited warranty
10 covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

11 790. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered
12 components . . . that are found to be defective in factory-supplied materials or workmanship during
13 the applicable warranty periods.” The engine and its components—including the cylinder block and
14 cylinder heads—are included in Ford’s list of “covered components.”

15 791. Ford manufactured and/or installed the engines and the engines’ component parts in
16 the Class Vehicles, and the engines and their component parts are covered by the express
17 Warranties.

18 792. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
19 were sold or leased to Plaintiff Cicero and the Illinois Sub-Class Members.

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

22 794. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
23 vehicles owned or leased by Plaintiff Cicero and the Illinois Sub-Class Members.

24 795. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
25 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

26 796. Ford breached the express Warranties by performing illusory repairs. Rather than
27 repairing the vehicles pursuant to the express Warranties, Ford falsely informed Illinois Sub-Class
28 Members that there was no problem with their Class Vehicles, performed ineffective procedures

1 including software updates, and/or replaced defective components in the engines with equally
2 defective components, without actually repairing the Class Vehicles.

3 797. Ford and its agent dealers have failed and refused to conform the engines to the
4 express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt
5 on its part to disclaim liability for its actions.

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

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

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

19 801. Plaintiff Cicero and the Illinois Sub-Class Members were not required to notify Ford
20 of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty
21 would have been futile. Ford was also on notice of the Engine Defect from the complaints and
22 service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements
23 of the engines or components thereof, and through other internal and external sources.

24 802. Because Ford, through its conduct and exemplified by its own service bulletins, has
25 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
26 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

27 803. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
28 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null

1 and void.

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

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

10 **NINETEENTH CAUSE OF ACTION**
11 **Breach of the Implied Warranty of Merchantability**
12 **Ill. Comp. Stat. §§ 5/2-314 and 5/2A-212**
(On behalf of the Illinois Sub-Class)

13 806. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
14 above.

15 807. Plaintiff Cicero brings this cause of action individually and on behalf of the members
16 of the Illinois Sub-Class.

17 808. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
18 810 Ill. Comp. Stat. §§ 5/2-104(1) and 5/2A-103(3), and a "seller" of motor vehicles under § 5/2-
19 103(1)(d).

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

22 810. The Class Vehicles are and were at all relevant times "goods" within the meaning of
23 810 Ill. Comp. Stat. §§ 5/2-105(1) and 5/2A-103(1)(h).

24 811. A warranty that the Class Vehicles were in merchantable condition and fit for the
25 ordinary purpose for which vehicles are used is implied by law under 810 Ill. Comp. Stat. §§ 5/2-
26 314 and 5/2A-212.

27 812. Ford knew or had reason to know of the specific use for which the Class Vehicles
28 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to

1 customers through authorized dealers, like those from whom Plaintiff Cicero and the Illinois Sub-
2 Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing
3 the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from Ford to the
4 authorized dealers to Plaintiff Cicero and the Illinois Sub-Class Members, with no modification to
5 the defective engines.

6 813. Because Plaintiff Cicero and the Illinois Sub-Class Members purchased their
7 vehicles from an authorized Ford dealership, they are in privity with Defendant. Plaintiff Cicero
8 and the Illinois Sub-Class Members have had sufficient direct dealings with Ford and its agents
9 for the purposes of fulfilling its responsibilities under the express warranty (dealerships and
10 customer support personnel) to establish privity of contract between Ford, on one hand, and
11 Plaintiff Cicero and the Illinois Sub-Class Members, on the other hand. Furthermore, Ford
12 provided warranties directly to Plaintiff Cicero and the Illinois Sub-Class Members and Plaintiff
13 Cicero and the Illinois Sub-Class Members are the intended beneficiaries of Ford's express and
14 implied warranties. The dealers were not intended to be the ultimate consumers of their vehicles
15 and have no rights under the warranty agreements provided with provided with the Class
16 Vehicles; the warranty agreements were designed for and intended to benefit the consumer only.

17 814. Nonetheless, privity is not required here because Plaintiff Cicero and the Illinois
18 Sub-Class Members are the intended third-party beneficiaries of contracts between Ford and its
19 dealerships. These contracts give the dealerships the right to sell Ford and Lincoln brand vehicles,
20 as well as service and perform warranty repairs on Ford's behalf. Plaintiff Cicero and the Illinois
21 Sub-Class Members are the beneficiaries of these contracts, because they are the intended end-
22 consumers and users of the products Ford distributes to its authorized dealerships. Plaintiff Cicero
23 and the Illinois Sub-Class Members also have the right to receive service and warranty work at
24 dealerships located more conveniently to them than Ford's headquarters.

25 815. Ford provided Plaintiffs and Class Members with an implied warranty that the Class
26 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
27 which they were sold.

28 816. This implied warranty included, among other things: (i) a warranty that the Class

1 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
2 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
3 engines would be fit for their intended use while the Class Vehicles were being operated.

4 817. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
5 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
6 Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class
7 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
8 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
9 of this defect at the time these sale or lease transactions occurred.

10 818. As a result of Ford's breach of the applicable implied warranties, Plaintiff Cicero and
11 the Illinois Sub-Class Members suffered an ascertainable loss of money, property, and/or value of
12 their Class Vehicles. Additionally, as a result of the Engine Defect, Plaintiff Cicero and the Illinois
13 Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine
14 components are substantially certain to fail before their expected useful life has run.

15 819. Ford's actions, as complained of herein, breached the implied warranty that the Class
16 Vehicles were of merchantable quality and fit for such use in violation of 810 Ill. Comp. Stat. §§
17 5/2-314 and 5/2A-212.

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

21 821. Plaintiff Cicero and the Illinois Sub-Class Members were not required to notify Ford
22 of the breach because affording Ford a reasonable opportunity to cure its breach of implied warranty
23 would have been futile. Ford was also on notice of the Engine Defect from the complaints and
24 service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements
25 of the engines or components thereof, and through other internal sources.

26 822. In addition, on or about June 14, 2021 and May 21, 2021 Plaintiff Cicero gave notice
27 to Defendant that they intended to pursue her warranty claims on behalf of a class of similarly
28 situated consumers.

1 823. Because Plaintiff Cicero purchased their vehicles from authorized Ford dealers, they
2 are in privity with Ford since (1) an agency relationship establishes privity for purposes of the breach
3 of implied warranty claims and (2) privity is not required where plaintiffs are intended third-party
4 beneficiaries of a defendant's implied warranties and of the contracts between Ford and its
5 authorized dealers.

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

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

14 **TWENTIETH CAUSE OF ACTION**
15 **Violations of the Indiana Consumer Sales Act,**
16 **Ind. Code § 24-5-0.5-3, *et seq.***
 (On Behalf of the Indiana Sub-Class)

17 826. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
18 above.

19 827. Plaintiffs Teresa Balaszek and Scott Pickering ("Indiana Plaintiffs") bring this cause
20 of action individually and on behalf of the Indiana Sub-Class.

21 828. Ford, Indiana Plaintiffs and the Indiana Sub-Class Members are "persons" as that term
22 is defined in Ind. Code Ann. § 24-5-0.5-2.

23 829. The Indiana Deceptive Consumer Sales Act, Ind. Code Ann. § 24-5-0.5-3(a) ("Indiana
24 DCSA") prohibits "[u]nfair, abusive, or deceptive act[s], omission[s], or practice[s] by a
25 supplier...before, during, or after the transaction," including if a supplier represents that goods have
26 "performance, characteristics,...uses, or benefits [they do not have]", and that goods are "of a
27 particular standard, quality, grade...if [they are] not." *Id.* at 24-5-0.5-3(a)(1), (2). Ford engaged in
28 unfair and deceptive practices that violated the Indiana DCSA as described above.

1 830. Ford participated in and engaged in deceptive business or trade practices prohibited
2 by the Indiana DCSA by failing to disclose and actively concealing that the Class Vehicles contained
3 the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting
4 themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they
5 were sold.

6 831. Ford knowingly and intentionally misrepresented and omitted material facts in
7 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
8 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
9 it knew were defective, including by marketing the Class Vehicles as safe, reliable, easily operable,
10 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
11 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
12 make repairs or making repairs and providing replacements that caused Indiana Plaintiff and the
13 Indiana Sub-Class Members to experience repeated instances of failure, rendering the New Vehicle
14 Limited Warranty useless; and minimizing the scope and severity of the problems with the Class
15 Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate relief to
16 consumers. Ford misrepresented and omitted such material facts with the intent to mislead Indiana
17 Plaintiffs and the Indiana Sub-Class Members about the true nature of the Class Vehicles.

18 832. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
19 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

27 835. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
28 were defectively designed or manufactured, and were not suitable for their intended use.

1 836. Ford knew or should have known that its conduct violated the Indiana DCSA.

2 837. Indiana Plaintiffs and the Indiana Sub-Class Members reasonably relied on Ford's
3 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
4 in the purchase of the Class Vehicles.

5 838. Indiana Plaintiffs and the Indiana Sub-Class Members had no way of discerning that
6 Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
7 because Indiana Plaintiffs and the Indiana Sub-Class Members did not have access to Ford's
8 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

9 839. Had Indiana Plaintiffs and the Indiana Sub-Class Members known that the Class
10 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
11 leased the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of
12 their bargain as a result of Ford's misconduct.

13 840. Ford owed Indiana Plaintiffs and the Indiana Sub-Class Members a duty to disclose
14 the truth about the Engine Defect because Ford:

15 a. possessed exclusive and superior knowledge of the design and manufacture of
16 the Class Vehicles and the Engine Defect;

17 b. intentionally concealed the foregoing from Indiana Plaintiffs and the Indiana
18 Sub-Class Members; and/or

19 c. made incomplete representations regarding the quality and durability of the
20 Class Vehicles, while purposefully withholding material facts from Indiana Plaintiffs and the
21 Indiana Sub-Class Members that contradicted these representations.

22 841. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
23 will fail due to the Engine Defect, its false representations regarding the quality, reliability and
24 increased durability of the Class Vehicles, and reliance by Indiana Plaintiffs and the Indiana Sub-
25 Class Members on these material representations, Ford had a duty to disclose to Class members that
26 the Engine Defect will cause engine failure in Class Vehicles, that Class Vehicles do not have the
27 expected durability, reliability, and/or safety over other vehicles or of their predecessor engines, that
28 failure of the Engines will cause damage to Class Vehicle, and that Class members would be

1 required to bear the cost of the damage to their vehicles. Having volunteered to provide information
2 to Indiana Plaintiffs and the Indiana Sub-Class Members, Ford had the duty to disclose not just the
3 partial truth, but the entire truth. These omitted and concealed facts were material because they
4 directly impact the value of the Class Vehicles purchased or leased by Indiana Plaintiffs and the
5 Indiana Sub-Class Members. Longevity, durability, performance, and safety are material concerns
6 to Ford consumers. Ford represented to Indiana Plaintiffs and the Indiana Sub-Class Members that
7 they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality,
8 and containing engines of advanced and superior characteristics and technology as alleged
9 throughout this Complaint, when in fact it is only a matter of time before the engines fail due to the
10 Engine Defect.

11 842. Indiana Plaintiffs and the Indiana Sub-Class Members suffered injury in fact to a
12 legally protected interest. As a result of Ford's conduct, Indiana Plaintiffs and the Indiana Sub-Class
13 Members were harmed and suffered actual damages in the form of the costs of diagnosis and repair
14 of their vehicles, and the diminished value of their vehicles.

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

18 844. Defendant's violations present a continuing risk to Indiana Plaintiffs and the Indiana
19 Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices
20 complained of herein affect the public interest.

21 845. As a proximate and direct result of Ford's unfair and deceptive trade practices, Indiana
22 Plaintiffs and members of the Indiana Sub-Class purchased or leased Class Vehicles and suffered
23 an ascertainable loss and financial harm. These ascertainable losses include, among other things,
24 overpayment at the time of purchase or lease, the cost to repair the Engine Defect, replacement of
25 the damaged related system components, diminution of Class Vehicle resale value, increased repair
26 and maintenance costs, and other substantial monetary damages and inconvenience.

27 846. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs,
28 the complaints and service requests Ford received from consumers, from repairs and/or

1 replacements of the engines or components thereof, and through other internal and external
 2 sources. Plaintiff Pickering also provided notice of his claim by letter dated August 26, 2022.
 3 Indiana Plaintiffs and members of the Indiana Sub-Class seek all damages and relief to which they
 4 are entitled because Ford failed to remedy its unlawful conduct.

5 847. As a direct and proximate result of Ford's unfair or deceptive acts or practices alleged
 6 herein, Indiana Plaintiffs and other members of the Indiana Sub-Class suffered and will continue to
 7 suffer actual damages and are entitled to recover actual damages to the extent permitted by law,
 8 including class action rules, in an amount to be proven at trial. In addition, Indiana Plaintiff and the
 9 putative Class seek equitable and injunctive relief against Ford on terms that the Court considers
 10 reasonable, and reasonable attorneys' fees.

11 **TWENTY-FIRST CAUSE OF ACTION**
 12 **Breach of Express Warranty**
 13 **Ind. Code §§ 26-1-2-313 and 26-1-2.1-210**
 14 **(On behalf of the Indiana Sub-Class)**

15 848. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
 16 above.

17 849. Indiana Plaintiffs bring this cause of action individually and on behalf of the members
 18 of the Indiana Sub-Class.

19 850. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
 20 Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and a "seller" of motor vehicles under § 26-1-2-
 21 103(1)(d).

22 851. With respect to leases, Ford is and was at all relevant times a "lessor" of motor
 23 vehicles under Ind. Code § 26-1-2.1-103(1)(p).

24 852. The Class Vehicles are and were at all relevant times "goods" within the meaning of
 25 Ind. Code §§ 26-1-2-105(1) and 26-1-2.1-103(1)(h).

26 853. Ford provided all purchasers and lessees of the Class Vehicles with the express
 27 warranty described herein, which became a material part of the bargain.

28 854. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
 Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the

1 Ford/Ford Warranty.

2 855. Ford sold and leased the Class Vehicles with a written express warranty covering the
3 Vehicles for three years or 36,000 miles, whichever comes first.

4 856. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge,
5 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
6 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
7 workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford
8 dealership for repair within the warranty period.

9 857. Ford further provides powertrain warranty coverage, which is applicable to "the
10 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
11 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
12 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
13 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump"
14 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
15 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
16 first.

17 858. For certified pre-owned ("CPO") Vehicles, Ford offers a limited warranty covering
18 CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

19 859. Ford's CPO Vehicle warranty states that a dealer will replace "all covered
20 components . . . that are found to be defective in factory-supplied materials or workmanship during
21 the applicable warranty periods." The engine and its components—including the cylinder block and
22 cylinder heads—are included in Ford's list of "covered components."

23 860. Ford manufactured and/or installed the engines and the engines' component parts in
24 the Class Vehicles, and the engines and their component parts are covered by the express
25 Warranties.

26 861. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
27 were sold or leased to Indiana Plaintiffs and the Indiana Sub-Class Members.

28 862. Indiana Plaintiffs relied on Ford's express warranties, which were a material part of

1 the bargain, when purchasing or leasing their Class Vehicles.

2 863. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
3 vehicles owned or leased by Indiana Plaintiffs and the Indiana Sub-Class Members.

4 864. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
5 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

6 865. Ford breached the express Warranties by performing illusory repairs. Rather than
7 repairing the vehicles pursuant to the express Warranties, Ford falsely informed Indiana Sub-Class
8 Members that there was no problem with their Class Vehicles, performed ineffective procedures
9 including software updates, and/or replaced defective components in the engines with equally
10 defective components, without actually repairing the Class Vehicles.

11 866. Ford and its agent dealers have failed and refused to conform the engines to the
12 express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt
13 on its part to disclaim liability for its actions.

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

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

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

27 870. Indiana Plaintiffs and the Indiana Sub-Class Members were not required to notify
28 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written

warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources.

871. Because Ford, through its conduct and exemplified by its own service bulletins, has covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

872. Because Ford has not been able remedy the Engine Defect, any limitation on remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering them null and void.

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

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

TWENTY-SECOND CAUSE OF ACTION
Breach of the Implied Warranty of Merchantability
Ind. Code §§ 26-1-2-314 and 26-1-2.1-212
(On behalf of the Indiana Sub-Class)

875. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

876. Indiana Plaintiffs bring this cause of action individually and on behalf of the members of the Indiana Sub-Class.

877. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Ind. Code §§ 26-1-2-104(1) and 26-1-2.1-103(3), and a "seller" of motor vehicles under § 26-1-2-103(1)(d).

878. With respect to leases, Ford is and was at all relevant times a "lessor" of motor

1 vehicles under Ind. Code § 26-1-2.1-103(1)(p).

2 879. The Class Vehicles are and were at all relevant times “goods” within the meaning of
3 Ind. Code §§ 26-1-2-105(1) and 26-1-2.1-103(1)(h).

4 880. A warranty that the Class Vehicles were in merchantable condition and fit for the
5 ordinary purpose for which vehicles are used is implied by law under Ind. Code §§ 26-1-2-314 and
6 26-1-2.1-212.

7 881. Ford knew or had reason to know of the specific use for which the Class Vehicles
8 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to
9 customers through authorized dealers, like those from whom Indiana Plaintiff and the Indiana Sub-
10 Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing
11 the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from Ford to the
12 authorized dealers to Indiana Plaintiffs and the Indiana Sub-Class Members, with no modification
13 to the defective engines.

14 882. Ford provided Plaintiffs and Class Members with an implied warranty that the Class
15 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
16 which they were sold.

17 883. This implied warranty included, among other things: (i) a warranty that the Class
18 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
19 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
20 engines would be fit for their intended use while the Class Vehicles were being operated.

21 884. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
22 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
23 Plaintiff and Class Members with reliable, durable, and safe transportation. Instead, the Class
24 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
25 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
26 of this defect at the time these sale or lease transactions occurred.

27 885. As a result of Ford’s breach of the applicable implied warranties, Indiana Plaintiff and
28 the Indiana Sub-Class Members suffered an ascertainable loss of money, property, and/or value of

1 their Class Vehicles. Additionally, as a result of the Engine Defect, Indiana Plaintiffs and the Indiana
2 Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine
3 components are substantially certain to fail before their expected useful life has run.

4 886. Ford's actions, as complained of herein, breached the implied warranty that the Class
5 Vehicles were of merchantable quality and fit for such use in violation of Ind. Code §§ 26-1-2-314
6 and 26-1-2.1-212.

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

10 888. Indiana Plaintiffs and the Indiana Sub-Class Members were not required to notify
11 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied
12 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
13 and service requests it received from Plaintiffs and the Class Members, from repairs and/or
14 replacements of the engines or components thereof, and through other internal sources.

15 889. In addition, on or about December 8, 2020, Indiana Plaintiffs gave notice to Defendant
16 that she intended to pursue her warranty claims on behalf of a class of similarly situated consumers.

17 890. Because Indiana Plaintiffs purchased her vehicle from an authorized Ford dealer, she
18 is in privity with Ford since (1) an agency relationship establishes privity for purposes of the breach
19 of implied warranty claims and (2) privity is not required where plaintiffs are intended third-party
20 beneficiaries of a defendant's implied warranties and of the contracts between Ford and its
21 authorized dealers.

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

27 892. As a direct and proximate result of Ford's breach of the implied warranty of
28 merchantability, Indiana Plaintiffs and the Indiana Sub-Class Members have been damaged in an

1 amount to be proven at trial.

2 **TWENTY-THIRD CAUSE OF ACTION**
3 **Violations of the Kansas Consumer Protection Act,**
4 **Kan. Stat. § 50-623, *et seq.***
(On Behalf of the Kansas Sub-Class)

5 893. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
6 above.

7 894. Plaintiffs Craig and Kelli Morford (“Kansas Plaintiffs”) bring this cause of action
8 individually and on behalf of the Kansas Sub-Class.

9 895. Kansas Plaintiffs and the Kansas Sub-Class Members are “consumers[s]” under the
10 Kansas Consumer Protection Act (“Kansas CPA”), Kan. Stat. § 50-624(b).

11 896. Ford is a “supplier” within the meaning of the Kansas CPA. *See* Kan. Stat. § 50-624(1).

12 897. The Kansas CPA states that “[n]o supplier shall engage in any deceptive act or
13 practice in connection with a consumer transaction,” Kan. Stat. Ann. § 50- 626(a), and that deceptive
14 acts or practices include: (1) knowingly making representations or with reason to know that “(A)
15 Property or services have sponsorship, approval, accessories, characteristics, ingredients, uses,
16 benefits or quantities that they do not have;” and “(D) property or services are of particular standard,
17 quality, grade, style or model, if they are of another which differs materially from the
18 representation;” “(2) the willful use, in any oral or written representation, of exaggeration,
19 falsehood, innuendo or ambiguity as to a material fact;” and “(3) the willful failure to state a material
20 fact, or the willful concealment, suppression, or omission of a material fact.” The Kansas CPA also
21 provides that “[n]o supplier shall engage in any unconscionable act or practice in connection with a
22 consumer transaction.” Kan. Stat. Ann. § 50-627(a). Ford engaged in unfair and deceptive practices
23 that violated the Kansas CPA as described above.

24 898. Ford participated in and engaged in deceptive business or trade practices prohibited
25 by the Kansas CPA by failing to disclose and actively concealing that the Class Vehicles contained
26 the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting
27 themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they
28 were sold.

1 899. Ford knowingly and intentionally misrepresented and omitted material facts in
2 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
3 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
4 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
5 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
6 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
7 make repairs or making repairs and providing replacements that caused Kansas Plaintiffs and the
8 Kansas Sub-Class Members to experience repeated instances of failure, rendering the New Vehicle
9 Limited Warranty useless; and minimizing the scope and severity of the problems with the Class
10 Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate relief to
11 consumers. Ford misrepresented and omitted such material facts with the intent to mislead Kansas
12 Plaintiffs and the Kansas Sub-Class Members about the true nature of the Class Vehicles.

13 900. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
14 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

22 903. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
23 were defectively designed or manufactured, and were not suitable for their intended use.

24 904. Ford knew or should have known that its conduct violated the Kansas CPA.

25 905. Kansas Plaintiffs and the Kansas Sub-Class Members reasonably relied on Ford's
26 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
27 in the purchase of the Class Vehicles.

28 906. Kansas Plaintiffs and the Kansas Sub-Class Members had no way of discerning that

1 Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
2 because Kansas Plaintiffs and the Kansas Sub-Class Members did not have access to Ford's
3 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

4 907. Had Kansas Plaintiffs and the Kansas Sub-Class Members known that the Class
5 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
6 leased the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of
7 their bargain as a result of Ford's misconduct.

8 908. Ford owed Kansas Plaintiffs and the Kansas Sub-Class Members a duty to disclose
9 the truth about the Engine Defect because Ford:

10 a. possessed exclusive and superior knowledge of the design and manufacture of
11 the Class Vehicles and the Engine Defect;

12 b. intentionally concealed the foregoing from Kansas Plaintiffs and the Kansas
13 Sub-Class Members; and/or

14 c. made incomplete representations regarding the quality and durability of the
15 Class Vehicles, while purposefully withholding material facts from Kansas Plaintiffs and the Kansas
16 Sub-Class Members that contradicted these representations.

17 909. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
18 will fail due to the Engine Defect, its false representations regarding the increased durability of the
19 Class Vehicles, and reliance by Kansas Plaintiffs and the Kansas Sub-Class Members on these
20 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
21 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
22 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
23 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
24 cost of the damage to their vehicles. Having volunteered to provide information to Kansas Plaintiffs
25 and the Kansas Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the
26 entire truth. These omitted and concealed facts were material because they directly impact the value
27 of the Class Vehicles purchased or leased by Kansas Plaintiffs and the Kansas Sub-Class Members.
28 Longevity, durability, performance, and safety are material concerns to Ford consumers. Ford

1 represented to Kansas Plaintiffs and the Kansas Sub-Class Members that they were purchasing or
2 leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines
3 of advanced and superior characteristics and technology as alleged throughout this Complaint, when
4 in fact it is only a matter of time before the engines fail due to the Engine Defect.

5 910. Kansas Plaintiffs and the Kansas Sub-Class Members suffered injury in fact to a
6 legally protected interest. As a result of Ford's conduct, Kansas Plaintiffs and the Kansas Sub-Class
7 Members were harmed and suffered actual damages in the form of the costs of diagnosis and repair
8 of their vehicles, and the diminished value of their vehicles.

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

12 912. Defendant's violations present a continuing risk to Kansas Plaintiffs and the Kansas
13 Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices
14 complained of herein affect the public interest.

15 913. As a proximate and direct result of Ford's unfair and deceptive trade practices, Kansas
16 Plaintiffs and members of the Kansas Sub-Class purchased or leased Class Vehicles and suffered
17 an ascertainable loss and financial harm. These ascertainable losses include, among other things,
18 overpayment at the time of purchase or lease, the cost to repair the Engine Defect, replacement of
19 the damaged related system components, diminution of Class Vehicle resale value, increased repair
20 and maintenance costs, and other substantial monetary damages and inconvenience.

21 914. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs, the
22 complaints and service requests Ford received from consumers, from repairs and/or replacements
23 of the engines or components thereof, and through other internal and external sources. Kansas
24 Plaintiff and members of the Kansas Sub-Class seek all damages and relief to which they are entitled
25 because Ford failed to remedy its unlawful conduct.

26 915. Pursuant to Kan. Stat. Ann. § 50-634, Kansas Plaintiffs and the Kansas Sub-Class
27 Members seek monetary relief against Ford measured as the greater of (a) actual damages in an
28 amount to be determined at trial and (b) statutory damages in the amount of \$10,000 for Kansas

1 Plaintiffs and each Kansas Sub-Class Member. Ford's conduct warrants an assessment of punitive
2 damages in an amount sufficient to deter such conduct in the future, which amount is to be
3 determined according to proof.

4 916. Kansas Plaintiffs and the Kansas Sub-Class Members also seek an order enjoining
5 Ford's unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other
6 just and proper relief available under Kan. Stat. Ann. § 50-623 *et seq.*

7 **TWENTY-FOURTH CAUSE OF ACTION**
8 **Breach of the Implied Warranty of Merchantability**
9 **Kan. Stat. §§ 84-2-314 and 84-2A-212**
10 **(On behalf of the Kansas Sub-Class)**

11 917. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
12 above.

13 918. Kansas Plaintiffs bring this cause of action individually and on behalf of the members
14 of the Kansas Sub-Class.

15 919. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
16 Kan. Stat. § 84-2-104(1), and a "seller" of motor vehicles under § 84-2-103(1)(d).

17 920. With respect to leases, Ford is and was at all relevant times a "lessor" of motor
18 vehicles under Kan. Stat. § 84-2A-103(1)(p).

19 921. The Class Vehicles are and were at all relevant times "goods" within the meaning of
20 Kan. Stat. § 84-2-105(1) and Kan. Stat. § 84-2A-103(1)(h).

21 922. A warranty that the Class Vehicles were in merchantable condition and fit for the
22 ordinary purpose for which vehicles are used is implied by law under Kan. Stat. § 84-2-314 and
23 Kan. Stat. § 84-2A-212.

24 923. Ford knew or had reason to know of the specific use for which the Class Vehicles
25 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to
26 customers through authorized dealers, like those from whom Kansas Plaintiffs and the Kansas Sub-
27 Class Members bought or leased their vehicles, for the intended purpose of consumers purchasing
28 the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from Ford to the
authorized dealers to Kansas Plaintiffs and the Kansas Sub-Class Members, with no modification

1 to the defective engines.

2 924. Ford provided Plaintiffs and Class Members with an implied warranty that the Class
3 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
4 which they were sold.

5 925. This implied warranty included, among other things: (i) a warranty that the Class
6 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
7 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
8 engines would be fit for their intended use while the Class Vehicles were being operated.

9 926. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
10 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
11 Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class
12 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
13 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
14 of this defect at the time these sale or lease transactions occurred.

15 927. As a result of Ford's breach of the applicable implied warranties, Kansas Plaintiffs
16 and the Kansas Sub-Class Members suffered an ascertainable loss of money, property, and/or value
17 of their Class Vehicles. Additionally, as a result of the Engine Defect, Kansas Plaintiffs and the
18 Kansas Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles'
19 engine components are substantially certain to fail before their expected useful life has run.

20 928. Ford's actions, as complained of herein, breached the implied warranty that the Class
21 Vehicles were of merchantable quality and fit for such use in violation of Kan. Stat. § 84-2-314 and
22 Kan. Stat. § 84-2A-212.

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

26 930. Kansas Plaintiffs and the Kansas Sub-Class Members were not required to notify Ford
27 of the breach because affording Ford a reasonable opportunity to cure its breach of written warranty
28 would have been futile. Ford was also on notice of the Engine Defect from the complaints and

1 service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements
2 of the engines or components thereof, and through other internal sources.

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

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

11 **TWENTY-FIFTH CAUSE OF ACTION**
12 **Violations of the Maryland Consumer Protection Act,**
13 **Md. Code Ann., Com. Law § 13-101, *et seq.***
(On Behalf of the Maryland Sub-Class)

14 933. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
15 above.

16 934. Plaintiffs Aaron and Victoria Manfra ("Maryland Plaintiffs") bring this cause of
17 action individually and on behalf of the Maryland Sub-Class.

18 935. Ford, the Maryland Plaintiffs and the Maryland Sub-Class members are "persons"
19 within the meaning of Md. Code Ann., Com. Law § 13-101(h).

20 936. The Maryland Consumer Protection Act ("Maryland CPA") provides that a person
21 may not engage in any unfair and deceptive trade practice in the sale or lease of any consumer good,
22 including representing that goods are of a particular standard, quality, or grade if they are not,
23 advertising goods without intent to sell or lease them as advertised, selling goods knowing that a
24 service, replacement or repair was needed, "failure to state a material fact if the failure deceives or
25 tends to deceive," and "[d]eception, fraud, false pretense, false premise, misrepresentation, or
26 knowing concealment, suppression, or omission of any material fact with the intent that a consumer
27 rely on the same," Md. Code Ann., Com. Law § 13-301, regardless of whether the consumer is
28 actually deceived or damaged, Md. Code Ann., Com. Law § 13-302. Ford engaged in unfair and

1 deceptive practices that violated the Maryland CPA as described above.

2 937. Ford participated in and engaged in deceptive business or trade practices prohibited
3 by the Maryland CPA by failing to disclose and actively concealing that the Class Vehicles
4 contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by
5 presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles
6 after they were sold.

7 938. Ford knowingly and intentionally misrepresented and omitted material facts in
8 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
9 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
10 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
11 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
12 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
13 make repairs or making repairs and providing replacements that caused Maryland Plaintiffs and the
14 Maryland Sub-Class Members to experience repeated instances of failure, rendering the New
15 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
16 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
17 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
18 Maryland Plaintiffs and the Maryland Sub-Class Members about the true nature of the Class
19 Vehicles.

20 939. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
21 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

1 942. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
2 were defectively designed or manufactured, and were not suitable for their intended use.

3 943. Ford knew or should have known that its conduct violated the Maryland CPA.

4 944. Maryland Plaintiffs and the Maryland Sub-Class Members reasonably relied on
5 Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles
6 and in the purchase of the Class Vehicles.

7 945. Maryland Plaintiffs and the Maryland Sub-Class Members had no way of discerning
8 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
9 because Maryland Plaintiffs and the Maryland Sub-Class Members did not have access to Ford's
10 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

11 946. Had Maryland Plaintiffs and the Maryland Sub-Class Members known that the Class
12 Vehicles would contain and/or exhibit the Engine Defect, they would not have purchased or leased
13 the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of their
14 bargain as a result of Ford's misconduct.

15 947. Ford owed Maryland Plaintiffs and the Maryland Sub-Class Members a duty to
16 disclose the truth about the Engine Defect because Ford:

17 a. possessed exclusive and superior knowledge of the design and manufacture of
18 the Class Vehicles and the Engine Defect;

19 b. intentionally concealed the foregoing from Maryland Plaintiffs and the
20 Maryland Sub-Class Members; and/or

21 c. made incomplete representations regarding the quality and durability of the
22 Class Vehicles, while purposefully withholding material facts from Maryland Plaintiffs and the
23 Maryland Sub-Class Members that contradicted these representations.

24 948. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
25 will fail due to the Engine Defect, its false representations regarding the increased durability of the
26 Class Vehicles, and reliance by Maryland Plaintiffs and the Maryland Sub-Class Members on these
27 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
28 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,

1 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
2 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
3 cost of the damage to their vehicles. Having volunteered to provide information to Maryland
4 Plaintiffs and the Maryland Sub-Class Members, Ford had the duty to disclose not just the partial
5 truth, but the entire truth. These omitted and concealed facts were material because they directly
6 impact the value of the Class Vehicles purchased or leased by Maryland Plaintiffs and the Maryland
7 Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford
8 consumers. Ford represented to Maryland Plaintiffs and the Maryland Sub-Class Members that they
9 were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and
10 containing engines of advanced and superior characteristics and technology as alleged throughout
11 this Complaint, when in fact it is only a matter of time before the engines fail due to the Engine
12 Defect.

13 949. Maryland Plaintiffs and the Maryland Sub-Class Members suffered injury in fact to a
14 legally protected interest. As a result of Ford's conduct, Maryland Plaintiffs and the Maryland Sub-
15 Class Members were harmed and suffered actual damages in the form of the costs of diagnosis and
16 repair of their vehicles, and the diminished value of their vehicles.

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

20 951. Defendant's violations present a continuing risk to Maryland Plaintiffs and the
21 Maryland Sub-Class Members as well as to the general public. Defendant's unlawful acts and
22 practices complained of herein affect the public interest.

23 952. As a proximate and direct result of Ford's unfair and deceptive trade practices,
24 Maryland Plaintiffs and members of the Maryland Sub-Class purchased or leased Class Vehicles
25 and suffered an ascertainable loss and financial harm. These ascertainable losses include, among
26 other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
27 replacement of the damaged related system components, diminution of Class Vehicle resale value,
28 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

953. The Maryland Plaintiffs provided notice of their claims by letter dated December 18, 2020.

954. Pursuant to Md. Code Ann., Com. Law § 13-408, the Maryland Plaintiffs and members of the Maryland Sub-Class seek monetary relief against Ford in the amount of actual damages, attorneys' fees, and any other just and proper relief available under the Maryland CPA.

TWENTY-SIXTH CAUSE OF ACTION
Breach of the Implied Warranty of Merchantability
Md. Com. Law §§ 2-314 and 2A-212
(On behalf of the Maryland Sub-Class)

955. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

956. Maryland Plaintiffs bring this cause of action individually and on behalf of the members of the Maryland Sub-Class.

957. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under Md. Com. Law §§ 2-104(1) and 2A-103(3), and a “seller” of motor vehicles under § 2-103(1)(d).

958. With respect to leases, Ford is and was at all relevant times a “lessor” of motor vehicles under Md. Com. Law § 2A-103(1)(p).

959. The Class Vehicles are and were at all relevant times “goods” within the meaning of Md. Com. Law §§ 2-105(1) and 2A-103(1)(h).

960. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which vehicles are used is implied by law under Md. Com. Law §§ 2-314 and 2A-212.

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

1 962. Ford provided Plaintiffs and Class Members with an implied warranty that the Class
2 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
3 which they were sold.

4 963. This implied warranty included, among other things: (i) a warranty that the Class
5 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
6 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
7 engines would be fit for their intended use while the Class Vehicles were being operated.

8 964. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
9 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
10 Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class
11 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
12 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
13 of this defect at the time these sale or lease transactions occurred.

14 965. As a result of Ford's breach of the applicable implied warranties, Maryland Plaintiffs
15 and the Maryland Sub-Class Members suffered an ascertainable loss of money, property, and/or
16 value of their Class Vehicles. Additionally, as a result of the Engine Defect, Maryland Plaintiffs and
17 the Maryland Sub-Class Members were harmed and suffered actual damages in that the Class
18 Vehicles' engine components are substantially certain to fail before their expected useful life has
19 run.

20 966. Ford's actions, as complained of herein, breached the implied warranty that the Class
21 Vehicles were of merchantable quality and fit for such use in violation of Md. Com. Law §§ 2-314
22 and 2A-212.

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

26 968. Maryland Plaintiffs and the Maryland Sub-Class Members were not required to notify
27 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied
28 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints

and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal sources.

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

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

TWENTY-SEVENTH CAUSE OF ACTION
Violations of the Michigan Consumer Protection Law,
Mich. Comp. Laws § 445.903, *et seq.*
(On Behalf of the Michigan Sub-Class)

971. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

972. Plaintiffs Stacey Coppock Rachel Goodrich, and Travey Ann Metro (“Michigan Plaintiffs”) bring this cause of action individually and on behalf of the Michigan Sub-Class.

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

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

975. 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: “(s) Failing to reveal a material fact, the omission of which tends to mislead or deceive the consumer, and which fact could not reasonably be known by the consumer;” and “(cc) Failing to reveal facts that are material to the transaction in light of representations of fact made in a positive manner.” Mich. Comp. Laws § 445.903(1). Ford engaged in unfair and deceptive practices that violated the Michigan CPA as described above.

1 976. Ford participated in and engaged in deceptive business or trade practices prohibited
2 by the Michigan CPA by failing to disclose and actively concealing that the Class Vehicles
3 contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by
4 presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles
5 after they were sold.

6 977. Ford knowingly and intentionally misrepresented and omitted material facts in
7 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
8 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
9 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
10 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
11 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
12 make repairs or making repairs and providing replacements that caused Michigan Plaintiff and the
13 Michigan Sub-Class Members to experience repeated instances of failure, rendering the New
14 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
15 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
16 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
17 Michigan Plaintiffs and the Michigan Sub-Class Members about the true nature of the Class
18 Vehicles.

19 978. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
20 relating to the Class Vehicles and Engine Defect in the course of its business.

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

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

28 981. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,

1 were defectively designed or manufactured, and were not suitable for their intended use.

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

3 983. Michigan Plaintiffs and the Michigan Sub-Class Members reasonably relied on Ford's
4 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
5 in the purchase of the Class Vehicles.

6 984. Michigan Plaintiffs and the Michigan Sub-Class Members had no way of discerning
7 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
8 because Michigan Plaintiffs and the Michigan Sub-Class Members did not have access to Ford's
9 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

10 985. Had Michigan Plaintiffs and the Michigan Sub-Class Members known that the Class
11 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
12 leased the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of
13 their bargain as a result of Ford's misconduct.

14 986. Ford owed Michigan Plaintiffs and the Michigan Sub-Class Members a duty to
15 disclose the truth about the Engine Defect because Ford:

16 a. possessed exclusive and superior knowledge of the design and manufacture of
17 the Class Vehicles and the Engine Defect;

18 b. intentionally concealed the foregoing from Michigan Plaintiffs and the
19 Michigan Sub-Class Members; and/or

20 c. made incomplete representations regarding the quality and durability of the
21 Class Vehicles, while purposefully withholding material facts from Michigan Plaintiffs and the
22 Michigan Sub-Class Members that contradicted these representations.

23 987. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
24 will fail due to the Engine Defect, its false representations regarding the increased durability of the
25 Class Vehicles, and reliance by Michigan Plaintiffs and the Michigan Sub-Class Members on these
26 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
27 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
28 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the

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

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

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

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

991. As a proximate and direct result of Ford's unfair and deceptive trade practices, Michigan Plaintiffs and members of the Michigan Sub-Class purchased or leased Class Vehicles and suffered an ascertainable loss and financial harm. These ascertainable losses include, among other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect, replacement of the damaged related system components, diminution of Class Vehicle resale value, increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

992. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs,

1 the complaints and service requests Ford received from consumers, from repairs and/or
 2 replacements of the engines or components thereof, and through other internal and external sources.
 3 Plaintiff Metro provided notice of her claim by letter to Ford dated September 1, 2022. Michigan
 4 Plaintiff and members of the Michigan Sub-Class seek all damages and relief to which they are
 5 entitled because Ford failed to remedy its unlawful conduct.

6 993. Michigan Plaintiffs and the Michigan Sub-Class Members seek monetary relief
 7 measured as the greater of (a) actual damages in an amount to be determined at trial and (b) statutory
 8 damages in the amount of \$250 each; and reasonable attorneys' fees; and any other just and proper
 9 relief available under Mich. Comp. Laws. Because Ford acted with willful and conscious disregard
 10 of the rights and safety of others, Ford's conduct constitutes malice, oppression, and fraud
 11 warranting punitive damages.

12 **TWENTY-EIGHTH CAUSE OF ACTION**
 13 **Breach of Express Warranty**
 14 **Mich. Comp. Laws §§ 440.2313 and 440.2860**
(On behalf of the Michigan Sub-Class)

15 994. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
 16 above.

17 995. Plaintiffs Goodrich and Metro bring this cause of action individually and on behalf of
 18 the members of the Michigan Sub-Class.

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

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

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

25 999. Ford provided all purchasers and lessees of the Class Vehicles with the express
 26 warranty described herein, which became a material part of the bargain.

27 1000. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
 28 Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the

1 Ford/Ford Warranty.

2 1001. Ford sold and leased the Class Vehicles with a written express warranty covering the
3 Vehicles for three years or 36,000 miles, whichever comes first.

4 1002. Ford's New Vehicle Limited Warranty expressly states that Ford will "without charge,
5 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
6 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
7 workmanship" so long the Vehicle is properly operated and maintained and taken to a Ford
8 dealership for repair within the warranty period.

9 1003. Ford further provides powertrain warranty coverage, which is applicable to "the
10 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
11 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
12 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
13 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump"
14 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
15 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
16 first.

17 1004. For certified pre-owned ("CPO") Vehicles, Ford offers a limited warranty covering
18 CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

19 1005. Ford's CPO Vehicle warranty states that a dealer will replace "all covered
20 components . . . that are found to be defective in factory-supplied materials or workmanship during
21 the applicable warranty periods." The engine and its components—including the cylinder block and
22 cylinder heads—are included in Ford's list of "covered components."

23 1006. Ford manufactured and/or installed the engines and the engines' component parts in
24 the Class Vehicles, and the engines and their component parts are covered by the express
25 Warranties.

26 1007. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
27 were sold or leased to Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members.

28 1008. Plaintiffs relied on Ford's express warranties, which were a material part of the

1 bargain, when purchasing or leasing their Class Vehicles.

2 1009. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
3 vehicles owned or leased by Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members.

4 1010. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
5 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

6 1011. Ford breached the express Warranties by performing illusory repairs. Rather than
7 repairing the vehicles pursuant to the express Warranties, Ford falsely informed Michigan Sub-
8 Class Members that there was no problem with their Class Vehicles, performed ineffective
9 procedures including software updates, and/or replaced defective components in the engines with
10 equally defective components, without actually repairing the Class Vehicles.

11 1012. Ford and its agent dealers have failed and refused to conform the engines to the
12 express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt
13 on its part to disclaim liability for its actions.

14 1013. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis
15 consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's
16 warranty limitation is unenforceable because it knowingly sold a defective product without
17 informing consumers about the defect.

18 1014. The time limits contained in Ford's warranty period were also unconscionable and
19 inadequate to protect Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members. Among
20 other things, Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members had no
21 meaningful choice in determining these time limitations, the terms of which unreasonably favored
22 Ford. A gross disparity in bargaining power existed between Ford and the Class members, and Ford
23 knew or should have known that the Class Vehicles were defective at the time of sale.

24 1015. Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members have complied
25 with all obligations under the Warranties, or otherwise have been excused from performance of said
26 obligations as a result of Ford's conduct described herein.

27 1016. Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members were not
28 required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its

1 breach of written warranty would have been futile. Ford was also on notice of the Engine Defect
2 from the complaints and service requests it received from Plaintiffs and the Class Members, from
3 repairs and/or replacements of the engines or components thereof, and through other internal and
4 external sources.

5 1017. Because Ford, through its conduct and exemplified by its own service bulletins, has
6 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
7 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

8 1018. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
9 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
10 and void.

11 1019. As a direct and proximate cause of Ford's breach, Plaintiffs Goodrich and Metro and
12 the Michigan Sub-Class Members suffered damages and continue to suffer damages, including
13 economic damages at the point of sale or lease and diminution of value of their Class Vehicles.
14 Additionally, Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members have incurred
15 or will incur economic damages at the point of repair in the form of the cost of repair.

16 1020. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs
17 Goodrich and Metro and the Michigan Sub-Class Members have been damaged in an amount to be
18 determined at trial.

19 **TWENTY-NINTH CAUSE OF ACTION**
20 **Breach of the Implied Warranty of Merchantability**
21 **Mich. Comp. Laws §§ 440.2314 and 440.2860**
(On behalf of the Michigan Sub-Class)

22 1021. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
23 above.

24 1022. Plaintiffs Goodrich and Metro bring this cause of action individually and on behalf of
25 the members of the Michigan Sub-Class.

26 1023. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
27 Mich. Comp. Laws §§ 440.2104(1) and a "seller" of motor vehicles under § 440.2103(1)(c).

28 1024. With respect to leases, Ford is and was at all relevant times a "lessor" of motor

1 vehicles under Mich. Comp. Laws § 440.2803(1)(p).

2 1025. The Class Vehicles are and were at all relevant times “goods” within the meaning of
3 Mich. Comp. Laws §§ 440.2105(1) and 440.2803(1)(h).

4 1026. A warranty that the Class Vehicles were in merchantable condition and fit for the
5 ordinary purpose for which vehicles are used is implied by law under Mich. Comp. Laws §§
6 440.2314 and 440.2862.

7 1027. Ford knew or had reason to know of the specific use for which the Class Vehicles
8 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to
9 customers through authorized dealers, like those from whom Plaintiffs Goodrich and Metro and the
10 Michigan Sub-Class Members bought or leased their vehicles, for the intended purpose of
11 consumers purchasing the vehicles. Ford knew that the Class Vehicles would and did pass
12 unchanged from Ford to the authorized dealers to Plaintiffs Goodrich and Metro and the Michigan
13 Sub-Class Members, with no modification to the defective engines.

14 1028. Ford provided Plaintiffs and Class Members with an implied warranty that the Class
15 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
16 which they were sold.

17 1029. This implied warranty included, among other things: (i) a warranty that the Class
18 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
19 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
20 engines would be fit for their intended use while the Class Vehicles were being operated.

21 1030. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
22 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
23 Plaintiffs and Class Members with reliable, durable, and safe transportation. Instead, the Class
24 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
25 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
26 of this defect at the time these sale or lease transactions occurred.

27 1031. As a result of Ford’s breach of the applicable implied warranties, Plaintiffs Goodrich
28 and Metro and the Michigan Sub-Class Members suffered an ascertainable loss of money, property,

and/or value of their Class Vehicles. Additionally, as a result of the Engine Defect, Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles' engine components are substantially certain to fail before their expected useful life has run.

1032. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of under Mich. Comp. Laws §§ 440.2314 and 440.2862.

1033. Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

1034. Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints and service requests it received from Plaintiffs and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal sources.

1035. As a direct and proximate cause of Ford's breach, Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

1036. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiffs Goodrich and Metro and the Michigan Sub-Class Members have been damaged in an amount to be proven at trial.

THIRTIETH CAUSE OF ACTION
Violations of the Minnesota Prevention of Consumer Fraud Act,
Minn. Stat. § 325F.68, *et seq.*
(On Behalf of the Minnesota Sub-Class)

1037. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,

1 above.

2 1038. Plaintiffs Brian Simonds and Mark Kennedy (“Minnesota Plaintiffs”) bring this cause
3 of action individually and on behalf of the Minnesota Sub-Class.

4 1039. The Class Vehicles constitute “merchandise” within the meaning of Minn. Stat. §
5 325F.68.

6 1040. The Minnesota Prevention of Consumer Fraud Act (“Minnesota CFA”) prohibits
7 “[t]he act, use, or employment by any person of any fraud, false pretense, false promise,
8 misrepresentation, misleading statement or deceptive practice, with the intent that others rely
9 thereon in connection with the sale of any merchandise, whether or not any person has in fact been
10 misled, deceived, or damaged thereby” Minn. Stat. § 3 25F.69(1). Ford engaged in unfair and
11 deceptive practices that violated the Minnesota CFA as described above.

12 1041. Ford participated in and engaged in deceptive business or trade practices prohibited
13 by the Minnesota CFA by failing to disclose and actively concealing that the Class Vehicles
14 contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by
15 presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles
16 after they were sold.

17 1042. Ford knowingly and intentionally misrepresented and omitted material facts in
18 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
19 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
20 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
21 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
22 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
23 make repairs or making repairs and providing replacements that caused Minnesota Plaintiffs and
24 the Minnesota Sub-Class Members to experience repeated instances of failure, rendering the New
25 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
26 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
27 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
28 Minnesota Plaintiffs and the Minnesota Sub-Class Members about the true nature of the Class

1 Vehicles.

2 1043. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
3 relating to the Class Vehicles and Engine Defect in the course of its business.

4 1044. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
5 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
6 with intent that others rely upon such concealment, suppression or omission, in connection with the
7 sale of the Class Vehicles.

8 1045. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
9 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
10 serious safety risk on the public.

11 1046. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
12 were defectively designed or manufactured, and were not suitable for their intended use.

13 1047. Ford knew or should have known that its conduct violated the Minnesota CFA.

14 1048. Minnesota Plaintiffs and the Minnesota Sub-Class Members reasonably relied on
15 Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles
16 and in the purchase of the Class Vehicles.

17 1049. Minnesota Plaintiffs and the Minnesota Sub-Class Members had no way of discerning
18 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
19 because Minnesota Plaintiffs and the Minnesota Sub-Class Members did not have access to Ford's
20 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

21 1050. Had Minnesota Plaintiffs and the Minnesota Sub-Class Members known that the Class
22 Vehicles would contain and/or exhibit the Engine Defect, they would not have purchased or leased
23 the Class Vehicles or would have paid less for them. Plaintiffs did not receive the benefit of their
24 bargain as a result of Ford's misconduct.

25 1051. Ford owed Minnesota Plaintiffs and the Minnesota Sub-Class Members a duty to
26 disclose the truth about the Engine Defect because Ford:

27 a. possessed exclusive and superior knowledge of the design and manufacture of
28 the Class Vehicles and the Engine Defect;

1 b. intentionally concealed the foregoing from Minnesota Plaintiffs and the
2 Minnesota Sub-Class Members; and/or

3 c. made incomplete representations regarding the quality and durability of the
4 Class Vehicles, while purposefully withholding material facts from Minnesota Plaintiffs and the
5 Minnesota Sub-Class Members that contradicted these representations.

6 1052. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
7 will fail due to the Engine Defect, its false representations regarding the increased durability of the
8 Class Vehicles, and reliance by Minnesota Plaintiffs and the Minnesota Sub-Class Members on
9 these material representations, Ford had a duty to disclose to Class members that the Engine Defect
10 will cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
11 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
12 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
13 cost of the damage to their vehicles. Having volunteered to provide information to Minnesota
14 Plaintiffs and the Minnesota Sub-Class Members, Ford had the duty to disclose not just the partial
15 truth, but the entire truth. These omitted and concealed facts were material because they directly
16 impact the value of the Class Vehicles purchased or leased by Minnesota Plaintiffs and the
17 Minnesota Sub-Class Members. Longevity, durability, performance, and safety are material
18 concerns to Ford consumers. Ford represented to Minnesota Plaintiff and the Minnesota Sub-Class
19 Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient,
20 of high quality, and containing engines of advanced and superior characteristics and technology as
21 alleged throughout this Complaint, when in fact it is only a matter of time before the engines fail
22 due to the Engine Defect.

23 1053. Minnesota Plaintiffs and the Minnesota Sub-Class Members suffered injury in fact to
24 a legally protected interest. As a result of Ford's conduct, Minnesota Plaintiffs and the Minnesota
25 Sub-Class Members were harmed and suffered actual damages in the form of the costs of diagnosis
26 and repair of their vehicles, and the diminished value of their vehicles.

27 1054. As a direct and proximate result of Ford's unfair or deceptive acts or practices,
28 Minnesota Plaintiffs and the Minnesota Sub-Class Members suffered and will continue to suffer

1 injury in fact and/or actual damages.

2 1055. Defendant's violations present a continuing risk to Minnesota Plaintiffs and the
3 Minnesota Sub-Class Members as well as to the general public. Defendant's unlawful acts and
4 practices complained of herein affect the public interest.

5 1056. As a proximate and direct result of Ford's unfair and deceptive trade practices,
6 Minnesota Plaintiff and members of the Minnesota Sub-Class purchased or leased Class Vehicles
7 and suffered an ascertainable loss and financial harm. These ascertainable losses include, among
8 other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
9 replacement of the damaged related system components, diminution of Class Vehicle resale value,
10 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

11 1057. As a direct and proximate result of Ford's unfair or deceptive acts or practices alleged
12 herein, Minnesota Plaintiffs and other members of the Minnesota Sub-Class suffered and will
13 continue to suffer actual damages and are entitled to recover actual damages to the extent permitted
14 by law, including class action rules, in an amount to be proven at trial. In addition, Minnesota
15 Plaintiffs and the putative Class seek equitable and injunctive relief against Ford on terms that the
16 Court considers reasonable, and reasonable attorneys' fees.

17 1058. Minnesota Plaintiffs provided notice of their claims by letters dated May 19, 2021 and
18 August 26, 2022.

19 1059. Pursuant to Minn. Stat. § 8.31(3a), Minnesota Plaintiffs and the Minnesota Sub-Class
20 Members seek damages in an amount to be proven at trial, including but not limited to actual
21 damages and attorneys' fees, under the Minnesota CFA.

22 1060. Minnesota Plaintiffs and the Minnesota Sub-Class Members also seek punitive
23 damages under Minn. Stat. § 549.20(1)(a) given the clear and convincing evidence that GM's acts
24 show deliberate disregard for the rights or safety of others.

25 **THIRTY-FIRST CAUSE OF ACTION**
26 **Violations of the Minnesota Deceptive Trade Practices Act,**
27 **Minn. Stat. § 325D.43-48, *et seq.***
28 **(On Behalf of the Minnesota Sub-Class)**

1061. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,

1 above.

2 1062. Minnesota Plaintiffs bring this cause of action individually and on behalf of the
3 Minnesota Sub-Class.

4 1063. The Class Vehicles constitute “merchandise” within the meaning of Minn. Stat. §
5 325F.68.

6 1064. The Minnesota Deceptive Trade Practices Act (“Minnesota DTPA”) prohibits
7 deceptive trade practices, which occur when a person “(5) represents that goods or services have
8 sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have
9 or that a person has a sponsorship, approval, status, affiliation, or connection that the person does
10 not have;” “(7) represents that goods or services are of a particular standard, quality, or grade, or
11 that goods are of a particular style or model, if they are of another;” and “(9) advertises goods or
12 services with intent not to sell them as advertised.” Minn. Stat. § 325D.44. Ford engaged in unfair
13 and deceptive practices that violated the Minnesota DTPA as described above.

14 1065. Ford participated in and engaged in deceptive business or trade practices prohibited
15 by the Minnesota DTPA by failing to disclose and actively concealing that the Class Vehicles
16 contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by
17 presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles
18 after they were sold.

19 1066. Ford knowingly and intentionally misrepresented and omitted material facts in
20 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
21 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
22 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
23 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
24 reliability, performance and efficiency, and stood behind its vehicles after they were sold; by failing
25 to make repairs or making repairs and providing replacements that caused Minnesota Plaintiffs and
26 the Minnesota Sub-Class Members to experience repeated instances of failure, rendering the New
27 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
28 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate

1 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
2 Minnesota Plaintiffs and the Minnesota Sub-Class Members about the true nature of the Class
3 Vehicles.

4 1067. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
5 relating to the Class Vehicles and Engine Defect in the course of its business.

6 1068. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
7 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
8 with intent that others rely upon such concealment, suppression or omission, in connection with the
9 sale of the Class Vehicles.

10 1069. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
11 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
12 serious safety risk on the public.

13 1070. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
14 were defectively designed or manufactured, and were not suitable for their intended use.

15 1071. Ford knew or should have known that its conduct violated the Minnesota DTPA.

16 1072. Minnesota Plaintiffs and the Minnesota Sub-Class Members reasonably relied on
17 Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles
18 and in the purchase of the Class Vehicles.

19 1073. Minnesota Plaintiffs and the Minnesota Sub-Class Members had no way of discerning
20 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
21 because Minnesota Plaintiffs and the Minnesota Sub-Class Members did not have access to Ford's
22 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

23 1074. Had Minnesota Plaintiffs and the Minnesota Sub-Class Members known that the Class
24 Vehicles would contain and/or exhibit the Engine Defect, they would not have purchased or leased
25 the Class Vehicles or would have paid less for them. Plaintiff did not receive the benefit of their
26 bargain as a result of Ford's misconduct.

27 1075. Ford owed Minnesota Plaintiffs and the Minnesota Sub-Class Members a duty to
28 disclose the truth about the Engine Defect because Ford:

a. possessed exclusive and superior knowledge of the design and manufacture of the Class Vehicles and the Engine Defect;

b. intentionally concealed the foregoing from Minnesota Plaintiffs and the Minnesota Sub-Class Members; and/or

c. made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from Minnesota Plaintiffs and the Minnesota Sub-Class Members that contradicted these representations.

1076. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles will fail due to the Engine Defect, its false representations regarding the increased durability of the Class Vehicles, and reliance by Minnesota Plaintiffs and the Minnesota Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Engine Defect will cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability, reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the Engines will cause damage to Class Vehicle, and that Class members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to Minnesota Plaintiffs and the Minnesota Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by Minnesota Plaintiffs and the Minnesota Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford consumers. Ford represented to Minnesota Plaintiffs and the Minnesota Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines of advanced and superior characteristics and technology as alleged throughout this Complaint, when in fact it is only a matter of time before the engines fail due to the Engine Defect.

1077. Minnesota Plaintiffs and the Minnesota Sub-Class Members suffered injury in fact to a legally protected interest. As a result of Ford's conduct, Minnesota Plaintiffs and the Minnesota Sub-Class Members were harmed and suffered actual damages in the form of the costs of diagnosis and repair of their vehicles, and the diminished value of their vehicles.

1 1078. As a direct and proximate result of Ford's unfair or deceptive acts or practices,
2 Minnesota Plaintiff and the Minnesota Sub-Class Members suffered and will continue to suffer
3 injury in fact and/or actual damages.

4 1079. Defendant's violations present a continuing risk to Minnesota Plaintiffs and the
5 Minnesota Sub-Class Members as well as to the general public. Defendant's unlawful acts and
6 practices complained of herein affect the public interest.

7 1080. As a proximate and direct result of Ford's unfair and deceptive trade practices,
8 Minnesota Plaintiffs and members of the Minnesota Sub-Class purchased or leased Class Vehicles
9 and suffered an ascertainable loss and financial harm. These ascertainable losses include, among
10 other things, overpayment at the time of purchase or lease, the cost to attempt to repair the Engine
11 Defect, replacement of the damaged related system components, diminution of Class Vehicle resale
12 value, increased repair and maintenance costs, and other substantial monetary damages and
13 inconvenience.

14 1081. Minnesota Plaintiffs provided notice of their claims by letter dated May 19, 2021 and
15 August 26, 2022.

16 1082. Pursuant to Minn. Stat. §§ 8.31(3a) and 325D.45, Minnesota Plaintiffs and the
17 Minnesota Sub-Class Members seek damages in an amount to be proven at trial, including but not
18 limited to actual damages and attorneys' fees, under the Minnesota DTPA.

19 1083. Minnesota Plaintiffs and the Minnesota Sub-Class Members also seek punitive
20 damages under Minn. Stat. § 549.20(1)(a) given the clear and convincing evidence that GM's acts
21 show deliberate disregard for the rights or safety of others.

22 **THIRTY-SECOND CAUSE OF ACTION**
23 **Violations of the Minnesota False Statement in Advertising Act,**
24 **Minn. Stat. § 325F.67, *et seq.***
(On Behalf of the Minnesota Sub-Class)

25 1084. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
26 above.

27 1085. Minnesota Plaintiffs bring this cause of action individually and on behalf of the
28 Minnesota Sub-Class.

1 1086. The Minnesota False Statement in Advertising Act (“Minnesota FSAA”) prohibits
2 “any material assertion, representation, or statement of fact which is untrue, deceptive, or
3 misleading” in connection with the disposition of merchandise or services. Minn. Stat. Ann. §
4 325F.67. Ford engaged in unfair and deceptive practices that violated the Minnesota FSAA as
5 described above.

6 1087. Ford participated in and engaged in deceptive business or trade practices prohibited
7 by the Minnesota FSAA by failing to disclose and actively concealing that the Class Vehicles
8 contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by
9 presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles
10 after they were sold.

11 1088. Ford knowingly and intentionally misrepresented and omitted material facts in
12 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
13 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
14 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
15 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
16 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
17 make repairs or making repairs and providing replacements that caused Minnesota Plaintiffs and
18 the Minnesota Sub-Class Members to experience repeated instances of failure, rendering the New
19 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
20 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
21 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
22 Minnesota Plaintiffs and the Minnesota Sub-Class Members about the true nature of the Class
23 Vehicles.

24 1089. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
25 relating to the Class Vehicles and Engine Defect in the course of its business.

26 1090. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
27 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
28 with intent that others rely upon such concealment, suppression or omission, in connection with the

1 sale of the Class Vehicles.

2 1091. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
3 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
4 serious safety risk on the public.

5 1092. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
6 were defectively designed or manufactured, and were not suitable for their intended use.

7 1093. Ford knew or should have known that its conduct violated the Minnesota FSAA.

8 1094. Minnesota Plaintiffs and the Minnesota Sub-Class Members reasonably relied on
9 Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles
10 and in the purchase of the Class Vehicles.

11 1095. Minnesota Plaintiffs and the Minnesota Sub-Class Members had no way of discerning
12 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
13 because Minnesota Plaintiffs and the Minnesota Sub-Class Members did not have access to Ford's
14 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

15 1096. Had Minnesota Plaintiffs and the Minnesota Sub-Class Members known that the Class
16 Vehicles would contain and/or exhibit the Engine Defect, they would not have purchased or leased
17 the Class Vehicles or would have paid less for them. Plaintiff did not receive the benefit of their
18 bargain as a result of Ford's misconduct.

19 1097. Ford owed Minnesota Plaintiffs and the Minnesota Sub-Class Members a duty to
20 disclose the truth about the Engine Defect because Ford:

21 a. possessed exclusive and superior knowledge of the design and manufacture of
22 the Class Vehicles and the Engine Defect;

23 b. intentionally concealed the foregoing from Minnesota Plaintiffs and the
24 Minnesota Sub-Class Members; and/or

25 c. made incomplete representations regarding the quality and durability of the
26 Class Vehicles, while purposefully withholding material facts from Minnesota Plaintiffs and the
27 Minnesota Sub-Class Members that contradicted these representations.

28 1098. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles

1 will fail due to the Engine Defect, its false representations regarding the increased durability of the
2 Class Vehicles, and reliance by Minnesota Plaintiffs and the Minnesota Sub-Class Members on
3 these material representations, Ford had a duty to disclose to Class members that the Engine Defect
4 will cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
5 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
6 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
7 cost of the damage to their vehicles. Having volunteered to provide information to Minnesota
8 Plaintiffs and the Minnesota Sub-Class Members, Ford had the duty to disclose not just the partial
9 truth, but the entire truth. These omitted and concealed facts were material because they directly
10 impact the value of the Class Vehicles purchased or leased by Minnesota Plaintiffs and the
11 Minnesota Sub-Class Members. Longevity, durability, performance, and safety are material
12 concerns to Ford consumers. Ford represented to Minnesota Plaintiffs and the Minnesota Sub-Class
13 Members that they were purchasing or leasing vehicles that were durable, reliable, safe, efficient,
14 of high quality, and containing engines of advanced and superior characteristics and technology as
15 alleged throughout this Complaint, when in fact it is only a matter of time before the engines fail
16 due to the Engine Defect.

17 1099. Minnesota Plaintiffs and the Minnesota Sub-Class Members suffered injury in fact to
18 a legally protected interest. As a result of Ford's conduct, Minnesota Plaintiffs and the Minnesota
19 Sub-Class Members were harmed and suffered actual damages in the form of the costs of diagnosis
20 and repair of their vehicles, and the diminished value of their vehicles.

21 1100. As a direct and proximate result of Ford's unfair or deceptive acts or practices,
22 Minnesota Plaintiffs and the Minnesota Sub-Class Members suffered and will continue to suffer
23 injury in fact and/or actual damages.

24 1101. Defendant's violations present a continuing risk to Minnesota Plaintiffs and the
25 Minnesota Sub-Class Members as well as to the general public. Defendant's unlawful acts and
26 practices complained of herein affect the public interest.

27 1102. As a proximate and direct result of Ford's unfair and deceptive trade practices,
28 Minnesota Plaintiffs and members of the Minnesota Sub-Class purchased or leased Class Vehicles

1 and suffered an ascertainable loss and financial harm. These ascertainable losses include, among
2 other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
3 replacement of the damaged related system components, diminution of Class Vehicle resale value,
4 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

5 1103. As a direct and proximate result of Ford's unfair or deceptive acts or practices alleged
6 herein, Minnesota Plaintiffs and other members of the Minnesota Sub-Class suffered and will
7 continue to suffer actual damages and are entitled to recover actual damages to the extent permitted
8 by law, including class action rules, in an amount to be proven at trial. In addition, Minnesota
9 Plaintiffs and the putative Class seek equitable and injunctive relief against Ford on terms that the
10 Court considers reasonable, and reasonable attorneys' fees.

11 1104. Minnesota Plaintiffs provided notice of their claims by letters dated May 19, 2021 and
12 August 26, 2022.

13 1105. Pursuant to Minn. Stat. § 8.31(3a), Minnesota Plaintiffs and the Minnesota Sub-Class
14 Members seek damages in an amount to be proven at trial, including but not limited to actual
15 damages and attorneys' fees, under the Minnesota CFA.

16 1106. Minnesota Plaintiffs and the Minnesota Sub-Class Members also seek punitive
17 damages under Minn. Stat. § 549.20(1)(a) given the clear and convincing evidence that GM's acts
18 show deliberate disregard for the rights or safety of others.

19 **THIRTY-THIRD CAUSE OF ACTION**
20 **Breach of Express Warranty**
21 **Minn. Stat. §§ 336.2-313 and 336.2A-210**
(On behalf of the Minnesota Sub-Class)

22 1107. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
23 above.

24 1108. Plaintiff Kennedy brings this cause of action individually and on behalf of the
25 members of the Minnesota Sub-Class.

26 1109. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
27 Minn. Stat. §§ 336.2-104(1) and a "seller" of motor vehicles under § 336.2-103(1)(d).

28 1110. With respect to leases, Ford is and was at all relevant times a "lessor" of motor

1 vehicles under Minn. Stat. § 336.2A-103(1)(p).

2 1111. The Class Vehicles are and were at all relevant times “goods” within the meaning of
3 Minn. Stat. §§ 336.2-105(1) and 336.2A-103(1)(h).

4 1112. Ford provided all purchasers and lessees of the Class Vehicles with the express
5 warranty described herein, which became a material part of the bargain.

6 1113. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
7 Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
8 Ford/Ford Warranty.

9 1114. Ford sold and leased the Class Vehicles with a written express warranty covering the
10 Vehicles for three years or 36,000 miles, whichever comes first.

11 1115. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge,
12 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
13 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
14 workmanship” so long the Vehicle is properly operated and maintained and taken to a Ford
15 dealership for repair within the warranty period.

16 1116. Ford further provides powertrain warranty coverage, which is applicable to “the
17 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
18 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
19 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
20 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump”
21 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
22 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
23 first.

24 1117. For certified pre-owned (“CPO”) Vehicles, Ford offers a limited warranty covering
25 CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

26 1118. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered
27 components . . . that are found to be defective in factory-supplied materials or workmanship during
28 the applicable warranty periods.” The engine and its components—including the cylinder block and

1 cylinder heads—are included in Ford’s list of “covered components.”

2 1119. Ford manufactured and/or installed the engines and the engines’ component parts in
3 the Class Vehicles, and the engines and their component parts are covered by the express
4 Warranties.

5 1120. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
6 were sold or leased to Plaintiff Kennedy and the Minnesota Sub-Class Members.

7 1121. Plaintiff relied on Ford’s express warranties, which were a material part of the bargain,
8 when purchasing or leasing their Class Vehicles.

9 1122. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
10 vehicles owned or leased by Plaintiff Kennedy and the Minnesota Sub-Class Members.

11 1123. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
12 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

13 1124. Ford breached the express Warranties by performing illusory repairs. Rather than
14 repairing the vehicles pursuant to the express Warranties, Ford falsely informed Minnesota Sub-
15 Class Members that there was no problem with their Class Vehicles, performed ineffective
16 procedures including software updates, and/or replaced defective components in the engines with
17 equally defective components, without actually repairing the Class Vehicles.

18 1125. Ford and its agent dealers have failed and refused to conform the engines to the
19 express Warranties. Ford’s conduct, as discussed throughout this Complaint, has voided any attempt
20 on its part to disclaim liability for its actions.

21 1126. Moreover, Ford’s attempt to disclaim or limit these express Warranties vis-à-vis
22 consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford’s
23 warranty limitation is unenforceable because it knowingly sold a defective product without
24 informing consumers about the defect.

25 1127. The time limits contained in Ford’s warranty period were also unconscionable and
26 inadequate to protect Plaintiff Kennedy and the Minnesota Sub-Class Members. Among other
27 things, Plaintiff Kennedy and the Minnesota Sub-Class Members had no meaningful choice in
28 determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity

1 in bargaining power existed between Ford and the Class members, and Ford knew or should have
2 known that the Class Vehicles were defective at the time of sale.

3 1128. Plaintiff Kennedy and the Minnesota Sub-Class Members have complied with all
4 obligations under the Warranties, or otherwise have been excused from performance of said
5 obligations as a result of Ford's conduct described herein.

6 1129. Plaintiff Kennedy and the Minnesota Sub-Class Members were not required to notify
7 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written
8 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
9 and service requests it received from Plaintiff and the Class Members, from repairs and/or
10 replacements of the engines or components thereof, and through other internal and external sources.

11 1130. Because Ford, through its conduct and exemplified by its own service bulletins, has
12 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
13 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

14 1131. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
15 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
16 and void.

17 1132. As a direct and proximate cause of Ford's breach, Plaintiff Kennedy and the
18 Minnesota Sub-Class Members suffered damages and continue to suffer damages, including
19 economic damages at the point of sale or lease and diminution of value of their Class Vehicles.
20 Additionally, Plaintiff Kennedy and the Minnesota Sub-Class Members have incurred or will incur
21 economic damages at the point of repair in the form of the cost of repair.

22 1133. As a direct and proximate result of Ford's breach of express warranties, Plaintiff
23 Kennedy and the Minnesota Sub-Class Members have been damaged in an amount to be determined
24 at trial.

25 **THIRTY-FOURTH CAUSE OF ACTION**
26 **Breach of the Implied Warranty of Merchantability**
27 **Minn. Stat. §§ 336.2-314 and 336.2A-212**
28 **(On behalf of the Minnesota Sub-Class)**

1134. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,

1 above.

2 1135. Plaintiff Kennedy brings this cause of action individually and on behalf of the
3 members of the Minnesota Sub-Class.

4 1136. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under
5 Minn. Stat. §§ 336.2-104(1) and a “seller” of motor vehicles under § 336.2-103(1)(d).

6 1137. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
7 vehicles under Minn. Stat. § 336.2A-103(1)(p).

8 1138. The Class Vehicles are and were at all relevant times “goods” within the meaning of
9 Minn. Stat. §§ 336.2-105(1) and 336.2A-103(1)(h).

10 1139. A warranty that the Class Vehicles were in merchantable condition and fit for the
11 ordinary purpose for which vehicles are used is implied by law under Minn. Stat. §§ 336.2-314 and
12 336.2A-212.

13 1140. Ford knew or had reason to know of the specific use for which the Class Vehicles
14 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to
15 customers through authorized dealers, like those from whom Plaintiff Kennedy and the Minnesota
16 Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers
17 purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from
18 Ford to the authorized dealers to Plaintiff Kennedy and the Minnesota Sub-Class Members, with no
19 modification to the defective engines.

20 1141. Ford provided Plaintiff and Class Members with an implied warranty that the Class
21 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
22 which they were sold.

23 1142. This implied warranty included, among other things: (i) a warranty that the Class
24 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
25 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
26 engines would be fit for their intended use while the Class Vehicles were being operated.

27 1143. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
28 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing

1 Plaintiff and Class Members with reliable, durable, and safe transportation. Instead, the Class
2 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
3 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
4 of this defect at the time these sale or lease transactions occurred.

5 1144. As a result of Ford's breach of the applicable implied warranties, Plaintiff Kennedy
6 and the Minnesota Sub-Class Members suffered an ascertainable loss of money, property, and/or
7 value of their Class Vehicles. Additionally, as a result of the Engine Defect, Plaintiff Kennedy and
8 the Minnesota Sub-Class Members were harmed and suffered actual damages in that the Class
9 Vehicles' engine components are substantially certain to fail before their expected useful life has
10 run.

11 1145. Ford's actions, as complained of herein, breached the implied warranty that the Class
12 Vehicles were of merchantable quality and fit for such use in violation of Minn. Stat. §§ 336.2-314
13 and 336.2A-212.

14 1146. Plaintiff Kennedy and the Minnesota Sub-Class Members have complied with all
15 obligations under the warranty, or otherwise have been excused from performance of said
16 obligations as a result of Ford's conduct described herein.

17 1147. Plaintiff Kennedy and the Minnesota Sub-Class Members were not required to notify
18 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied
19 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
20 and service requests it received from Plaintiff and the Class Members, from repairs and/or
21 replacements of the engines or components thereof, and through other internal sources.

22 1148. In addition, on or about August 26, 2022, Plaintiff Kennedy gave notice to Ford that
23 she intended to pursue her warranty claims on behalf of a class of similarly situated consumers.

24 1149. Because Plaintiff Kennedy purchased his vehicle from an authorized Ford dealer, she
25 is in privity with Ford since (1) an agency relationship establishes privity for purposes of the breach
26 of implied warranty claims and (2) privity is not required where plaintiffs are intended third-party
27 beneficiaries of a defendant's implied warranties and the contracts between Ford and its authorized
28 dealers.

1150. As a direct and proximate cause of Ford's breach, Plaintiff Kennedy and the Minnesota Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Plaintiff Kennedy and the Minnesota Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

1151. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Plaintiff Kennedy and the Minnesota Sub-Class Members have been damaged in an amount to be proven at trial.

THIRTY-FIFTH CAUSE OF ACTION
Violation of the New Jersey Consumer Fraud Act
N.J. Stat. Ann. §§ 56:8-1, *et seq.*
(On behalf of the New Jersey Sub-Class)

1152. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1153. Plaintiff David Schiavi ("New Jersey Plaintiff") brings this cause of action individually and on behalf of the members of the New Jersey Sub-Class.

1154. Ford, New Jersey Plaintiff, and the New Jersey Sub-Class Members "persons" within the meaning of the New Jersey Consumer Fraud Act ("New Jersey CFA"), N.J. Stat. Ann. § 56:8-1(d).

1155. Ford engaged in "sales" of "merchandise" within the meaning of N.J. Stat. Ann. § 56:8-1(c), (d).

1156. The New Jersey CFA makes unlawful "[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentations, or the knowing concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby..." N.J. Stat. Ann. § 56:8-2. Ford engaged in unfair and deceptive practices that violated the New Jersey CFA as described above.

1157. Ford participated in and engaged in deceptive business or trade practices prohibited

1 by the New Jersey CFA by failing to disclose and actively concealing that the Class Vehicles
2 contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by
3 presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles
4 after they were sold.

5 1158. Ford knowingly and intentionally misrepresented and omitted material facts in
6 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
7 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
8 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
9 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
10 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
11 make repairs or making repairs and providing replacements that caused New Jersey Plaintiff and
12 the New Jersey Sub-Class Members to experience repeated instances of failure, rendering the New
13 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
14 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
15 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
16 New Jersey Plaintiff and the New Jersey Sub-Class Members about the true nature of the Class
17 Vehicles.

18 1159. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
19 relating to the Class Vehicles and Engine Defect in the course of its business.

20 1160. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
21 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
22 with intent that others rely upon such concealment, suppression or omission, in connection with the
23 sale of the Class Vehicles.

24 1161. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
25 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
26 serious safety risk on the public.

27 1162. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
28 were defectively designed or manufactured, and were not suitable for their intended use.

1 1163. Ford knew or should have known that its conduct violated the New Jersey CFA.

2 1164. New Jersey Plaintiff and the New Jersey Sub-Class Members reasonably relied on
3 Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles
4 and in the purchase of the Class Vehicles.

5 1165. New Jersey Plaintiff and the New Jersey Sub-Class Members had no way of
6 discerning that Ford's misrepresentations were false and misleading when they acquired their Class
7 Vehicles because New Jersey Plaintiff and the New Jersey Sub-Class Members did not have access
8 to Ford's exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

9 1166. Had New Jersey Plaintiff and the New Jersey Sub-Class Members known that the
10 Class Vehicles would contain and/or exhibit the Engine Defect, they would not have purchased or
11 leased the Class Vehicles or would have paid less for them. Plaintiff did not receive the benefit of
12 their bargain as a result of Ford's misconduct.

13 1167. Ford owed New Jersey Plaintiff and the New Jersey Sub-Class Members a duty to
14 disclose the truth about the Engine Defect because Ford:

15 a. possessed exclusive and superior knowledge of the design and manufacture of
16 the Class Vehicles and the Engine Defect;

17 b. intentionally concealed the foregoing from New Jersey Plaintiff and the New
18 Jersey Sub-Class Members; and/or

19 c. made incomplete representations regarding the quality and durability of the
20 Class Vehicles, while purposefully withholding material facts from New Jersey Plaintiff and the
21 New Jersey Sub-Class Members that contradicted these representations.

22 1168. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
23 will fail due to the Engine Defect, its false representations regarding the increased durability of the
24 Class Vehicles, and reliance by New Jersey Plaintiff and the New Jersey Sub-Class Members on
25 these material representations, Ford had a duty to disclose to Class members that the Engine Defect
26 will cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
27 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
28 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the

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

11 1169. New Jersey Plaintiff and the New Jersey Sub-Class Members suffered injury in fact
12 to a legally protected interest. As a result of Ford's conduct, New Jersey Plaintiff and the New Jersey
13 Sub-Class Members were harmed and suffered actual damages in the form of the costs of diagnosis
14 and repair of their vehicles, and the diminished value of their vehicles.

15 1170. As a direct and proximate result of Ford's unfair or deceptive acts or practices, New
16 Jersey Plaintiff and the New Jersey Sub-Class Members suffered and will continue to suffer injury
17 in fact and/or actual damages.

18 1171. Defendant's violations present a continuing risk to New Jersey Plaintiff and the New
19 Jersey Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices
20 complained of herein affect the public interest.

21 1172. As a proximate and direct result of Ford's unfair and deceptive trade practices, New
22 Jersey Plaintiff and members of the New Jersey Sub-Class purchased or leased Class Vehicles and
23 suffered an ascertainable loss and financial harm. These ascertainable losses include, among other
24 things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
25 replacement of the damaged related system components, diminution of Class Vehicle resale value,
26 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

27 1173. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs, the
28 complaints and service requests Ford received from consumers, from repairs and/or replacements

of the engines or components thereof, and through other internal and external sources. New Jersey Plaintiff and members of the New Jersey Sub-Class seek all damages and relief to which they are entitled because Ford failed to remedy its unlawful conduct.

1174. Pursuant to N.J. Stat. Ann. § 56:8-19, New Jersey Plaintiff and the New Jersey Sub-Class Members seek an order enjoining Ford’s unlawful conduct, actual damages, treble damages, attorneys’ fees, costs, and any other just and proper relief available under the New Jersey CFA.

THIRTY-SIXTH CAUSE OF ACTION
Violations of the North Carolina Unfair and Deceptive Acts and Practices Act,
N.C. Gen. Stat. § 75-1.1, *et seq.*
(On Behalf of the North Carolina Sub-Class)

1175. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1176. Plaintiff Robyn Pirog (“North Carolina Plaintiff”) brings this cause of action individually and on behalf of the North Carolina Sub-Class.

1177. Ford engaged in “commerce” within the meaning of the North Carolina Unfair and Deceptive Acts and Practices Act (“North Carolina UDTPA”), N.C. Gen. Stat. § 75-1.1(b).

1178. The North Carolina UDTPA broadly prohibits “unfair or deceptive acts or practices in or affecting commerce.” N.C. Gen. Stat. § 75-1.1(a). Ford engaged in unfair and deceptive practices that violated the North Carolina UDTPA as described above.

1179. Ford participated in and engaged in deceptive business or trade practices prohibited by the North Carolina UDTPA by failing to disclose and actively concealing that the Class Vehicles contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they were sold.

1180. Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles it knew were defective, including by marketing its vehicles as safe, reliable, easily operable, efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,

1 reliability, performance and efficiency, and stood behind its vehicles after they were sold; by failing
2 to make repairs or making repairs and providing replacements that caused North Carolina Plaintiff
3 and the North Carolina Sub-Class Members to experience repeated instances of failure, rendering
4 the New Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems
5 with the Class Vehicles, refusing to acknowledge that they are defective, and failing to provide
6 adequate relief to consumers. Ford misrepresented and omitted such material facts with the intent
7 to mislead North Carolina Plaintiff and the North Carolina Sub-Class Members about the true nature
8 of the Class Vehicles.

9 1181. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
10 relating to the Class Vehicles and Engine Defect in the course of its business.

11 1182. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
12 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
13 with intent that others rely upon such concealment, suppression or omission, in connection with the
14 sale of the Class Vehicles.

15 1183. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
16 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
17 serious safety risk on the public.

18 1184. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
19 were defectively designed or manufactured, and were not suitable for their intended use.

20 1185. Ford knew or should have known that its conduct violated the North Carolina
21 UDTPA.

22 1186. North Carolina Plaintiff and the North Carolina Sub-Class Members reasonably relied
23 on Ford's misrepresentations and omissions of material facts in its advertisements of the Class
24 Vehicles and in the purchase of the Class Vehicles.

25 1187. North Carolina Plaintiff and the North Carolina Sub-Class Members had no way of
26 discerning that Ford's misrepresentations were false and misleading when they acquired their Class
27 Vehicles because North Carolina Plaintiff and the North Carolina Sub-Class Members did not have
28 access to Ford's exclusive and superior knowledge about the Class Vehicles' design and the Engine

Defect.

1188. Had North Carolina Plaintiff and the North Carolina Sub-Class Members known that the Class Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or leased the Class Vehicles or would have paid less for them. Plaintiff did not receive the benefit of their bargain as a result of Ford's misconduct.

1189. Ford owed North Carolina Plaintiff and the North Carolina Sub-Class Members a duty to disclose the truth about the Engine Defect because Ford:

a. possessed exclusive and superior knowledge of the design and manufacture of the Class Vehicles and the Engine Defect;

b. intentionally concealed the foregoing from North Carolina Plaintiff and the North Carolina Sub-Class Members; and/or

c. made incomplete representations regarding the quality and durability of the Class Vehicles, while purposefully withholding material facts from North Carolina Plaintiff and the North Carolina Sub-Class Members that contradicted these representations.

1190. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles will fail due to the Engine Defect, its false representations regarding the increased durability of the Class Vehicles, and reliance by North Carolina Plaintiff and the North Carolina Sub-Class Members on these material representations, Ford had a duty to disclose to Class members that the Engine Defect will cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability, reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the Engines will cause damage to Class Vehicle, and that Class members would be required to bear the cost of the damage to their vehicles. Having volunteered to provide information to North Carolina Plaintiff and the North Carolina Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire truth. These omitted and concealed facts were material because they directly impact the value of the Class Vehicles purchased or leased by North Carolina Plaintiff and the North Carolina Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford consumers. Ford represented to North Carolina Plaintiff and the North Carolina Sub-Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe,

1 efficient, of high quality, and containing engines of advanced and superior characteristics and
2 technology as alleged throughout this Complaint, when in fact it is only a matter of time before the
3 engines fail due to the Engine Defect.

4 1191. North Carolina Plaintiff and the North Carolina Sub-Class Members suffered injury
5 in fact to a legally protected interest. As a result of Ford's conduct, North Carolina Plaintiff and the
6 North Carolina Sub-Class Members were harmed and suffered actual damages in the form of the
7 costs of diagnosis and repair of their vehicles, and the diminished value of their vehicles.

8 1192. As a direct and proximate result of Ford's unfair or deceptive acts or practices, North
9 Carolina Plaintiff and the North Carolina Sub-Class Members suffered and will continue to suffer
10 injury in fact and/or actual damages.

11 1193. Defendant's violations present a continuing risk to North Carolina Plaintiff and the
12 North Carolina Sub-Class Members as well as to the general public. Defendant's unlawful acts and
13 practices complained of herein affect the public interest.

14 1194. As a proximate and direct result of Ford's unfair and deceptive trade practices, North
15 Carolina Plaintiff and members of the North Carolina Sub-Class purchased or leased Class Vehicles
16 and suffered an ascertainable loss and financial harm. These ascertainable losses include, among
17 other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
18 replacement of these damaged related system components, diminution of Class Vehicle resale value,
19 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

20 1195. North Carolina Plaintiff provided notice of her claims by letter dated January 26,
21 2021.

22 1196. As a direct and proximate result of Ford's unfair or deceptive acts or practices alleged
23 herein, Plaintiff are entitled to recover actual damages to the extent permitted by law, including
24 class action rules, in an amount to be proven at trial. In addition, Plaintiff and the putative Class
25 seek equitable and injunctive relief against Ford on terms that the Court considers reasonable, and
26 reasonable attorneys' fees.

27 1197. Because Ford's actions and conduct were willful, Plaintiffs seek an order for treble
28 their actual damages, an order enjoining Ford's unlawful acts, court costs, attorneys' fees, and any

1 other just and proper relief available under the North Carolina Act, N.C. Gen. Stat. § 75-16.

2 **THIRTY-SEVENTH CAUSE OF ACTION**
3 **Breach of Express Warranty**
4 **N.C. Gen. Stat. §§ 26-1-2-313 and 26-1-2.1-210**
5 **(On behalf of the North Carolina Sub-Class)**

6 1198. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
7 above.

8 1199. North Carolina Plaintiff brings this cause of action individually and on behalf of the
9 members of the North Carolina Sub-Class.

10 1200. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under
11 N.C. Gen. Stat. § 25-2-104(1) and a “seller” of motor vehicles under § 25-2-103(1)(d).

12 1201. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
13 vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

14 1202. The Class Vehicles are and were at all relevant times “goods” within the meaning of
15 N.C. Gen. Stat. §§ 25-2-105(1) and 25-2A-103(1)(h).

16 1203. Ford provided all purchasers and lessees of the Class Vehicles with the express
17 warranty described herein, which became a material part of the bargain.

18 1204. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
19 Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
20 Ford/Ford Warranty.

21 1205. Ford sold and leased the Class Vehicles with a written express warranty covering the
22 Vehicles for three years or 36,000 miles, whichever comes first.

23 1206. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge,
24 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
25 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
26 workmanship” so long the Vehicle is properly operated and maintained and taken to a Ford
27 dealership for repair within the warranty period.

28 1207. Ford further provides powertrain warranty coverage, which is applicable to “the
Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain

1 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
2 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
3 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump”
4 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
5 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
6 first.

7 1208. For certified pre-owned (“CPO”) Vehicles, Ford offers a limited warranty covering
8 CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

9 1209. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered
10 components . . . that are found to be defective in factory-supplied materials or workmanship during
11 the applicable warranty periods.” The engine and its components—including the cylinder block and
12 cylinder heads—are included in Ford’s list of “covered components.”

13 1210. Ford manufactured and/or installed the engines and the engines’ component parts in
14 the Class Vehicles, and the engines and their component parts are covered by the express
15 Warranties.

16 1211. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
17 were sold or leased to North Carolina Plaintiff and the North Carolina Sub-Class Members.

18 1212. Plaintiff relied on Ford’s express warranties, which were a material part of the bargain,
19 when purchasing or leasing their Class Vehicles.

20 1213. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
21 vehicles owned or leased by North Carolina Plaintiff and the North Carolina Sub-Class Members.

22 1214. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
23 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

24 1215. Ford breached the express Warranties by performing illusory repairs. Rather than
25 repairing the vehicles pursuant to the express Warranties, Ford falsely informed North Carolina
26 Sub-Class Members that there was no problem with their Class Vehicles, performed ineffective
27 procedures including software updates, and/or replaced defective components in the engines with
28 equally defective components, without actually repairing the Class Vehicles.

1 1216. Ford and its agent dealers have failed and refused to conform the engines to the
2 express Warranties. Ford's conduct, as discussed throughout this Complaint, has voided any attempt
3 on its part to disclaim liability for its actions.

4 1217. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis
5 consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's
6 warranty limitation is unenforceable because it knowingly sold a defective product without
7 informing consumers about the defect.

8 1218. The time limits contained in Ford's warranty period were also unconscionable and
9 inadequate to protect North Carolina Plaintiff and the North Carolina Sub-Class Members. Among
10 other things, North Carolina Plaintiff and the North Carolina Sub-Class Members had no meaningful
11 choice in determining these time limitations, the terms of which unreasonably favored Ford. A gross
12 disparity in bargaining power existed between Ford and the Class members, and Ford knew or
13 should have known that the Class Vehicles were defective at the time of sale.

14 1219. North Carolina Plaintiff and the North Carolina Sub-Class Members have complied
15 with all obligations under the Warranties, or otherwise have been excused from performance of said
16 obligations as a result of Ford's conduct described herein.

17 1220. North Carolina Plaintiff and the North Carolina Sub-Class Members were not required
18 to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of
19 written warranty would have been futile. Ford was also on notice of the Engine Defect from the
20 complaints and service requests it received from Plaintiff and the Class Members, from repairs
21 and/or replacements of the engines or components thereof, and through other internal and external
22 sources.

23 1221. Because Ford, through its conduct and exemplified by its own service bulletins, has
24 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
25 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

26 1222. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
27 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
28 and void.

1 1223. As a direct and proximate cause of Ford's breach, North Carolina Plaintiff and the
2 North Carolina Sub-Class Members suffered damages and continue to suffer damages, including
3 economic damages at the point of sale or lease and diminution of value of their Class Vehicles.
4 Additionally, North Carolina Plaintiff and the North Carolina Sub-Class Members have incurred or
5 will incur economic damages at the point of repair in the form of the cost of repair.

6 1224. As a direct and proximate result of Ford's breach of express warranties, North
7 Carolina Plaintiff and the North Carolina Sub-Class Members have been damaged in an amount to
8 be determined at trial.

9 **THIRTY-EIGHTH CAUSE OF ACTION**
10 **Breach of the Implied Warranty of Merchantability**
11 **N.C. Gen. Stat. §§ 26-1-2-314 and 26-1-2.1-212**
(On behalf of the North Carolina Sub-Class)

12 1225. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
13 above.

14 1226. North Carolina Plaintiff brings this cause of action individually and on behalf of the
15 members of the North Carolina Sub-Class.

16 1227. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
17 N.C. Gen. Stat. § 25-2-104(1) and a "seller" of motor vehicles under § 25-2-103(1)(d).

18 1228. With respect to leases, Ford is and was at all relevant times a "lessor" of motor
19 vehicles under N.C. Gen. Stat. § 25-2A-103(1)(p).

20 1229. The Class Vehicles are and were at all relevant times "goods" within the meaning of
21 N.C. Gen. Stat. §§ 25-2-105(1) and 25-2A-103(1)(h).

22 1230. A warranty that the Class Vehicles were in merchantable condition and fit for the
23 ordinary purpose for which vehicles are used is implied by law under N.C. Gen. Stat. §§ 25-2-314
24 and 252A-212.

25 1231. Ford knew or had reason to know of the specific use for which the Class Vehicles
26 were purchased or leased. Ford directly sold and marketed vehicles equipped with the engines to
27 customers through authorized dealers, like those from whom North Carolina Plaintiff and the North
28 Carolina Sub-Class Members bought or leased their vehicles, for the intended purpose of consumers

1 purchasing the vehicles. Ford knew that the Class Vehicles would and did pass unchanged from
2 Ford to the authorized dealers to North Carolina Plaintiff and the North Carolina Sub-Class
3 Members, with no modification to the defective engines.

4 1232. Ford provided Plaintiff and Class Members with an implied warranty that the Class
5 Vehicles and their components and parts are merchantable and fit for the ordinary purposes for
6 which they were sold.

7 1233. This implied warranty included, among other things: (i) a warranty that the Class
8 Vehicles and their engines that were manufactured, supplied, distributed, and/or sold by Ford were
9 safe and reliable for providing transportation; and (ii) a warranty that the Class Vehicles and their
10 engines would be fit for their intended use while the Class Vehicles were being operated.

11 1234. Contrary to the applicable implied warranties, the Class Vehicles and their engines at
12 the time of sale and thereafter were not fit for their ordinary and intended purpose of providing
13 Plaintiff and Class Members with reliable, durable, and safe transportation. Instead, the Class
14 Vehicles are defective, including, but not limited to, the defective design and manufacture of their
15 engines and the existence of the Engine Defect at the time of sale or lease and thereafter. Ford knew
16 of this defect at the time these sale or lease transactions occurred.

17 1235. As a result of Ford's breach of the applicable implied warranties, North Carolina
18 Plaintiff and the North Carolina Sub-Class Members suffered an ascertainable loss of money,
19 property, and/or value of their Class Vehicles. Additionally, as a result of the Engine Defect, North
20 Carolina Plaintiff and the North Carolina Sub-Class Members were harmed and suffered actual
21 damages in that the Class Vehicles' engine components are substantially certain to fail before their
22 expected useful life has run.

23 1236. Ford's actions, as complained of herein, breached the implied warranty that the Class
24 Vehicles were of merchantable quality and fit for such use in violation of N.C. Gen. Stat. §§ 25-2-
25 314 and 252A-212.

26 1237. North Carolina Plaintiff and the North Carolina Sub-Class Members have complied
27 with all obligations under the warranty, or otherwise have been excused from performance of said
28 obligations as a result of Ford's conduct described herein.

1238. North Carolina Plaintiff and the North Carolina Sub-Class Members were not required to notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints and service requests it received from Plaintiff and the Class Members, from repairs and/or replacements of the engines or components thereof, and through other internal sources.

1239. In addition, on or about January 26, 2021, North Carolina Plaintiff gave notice to Defendant that they intended to pursue her warranty claims on behalf of a class of similarly situated consumers.

1240. Because North Carolina Plaintiff purchased her vehicle from an authorized Ford dealer, she is in privity with Ford since (1) an agency relationship establishes privity for purposes of the breach of implied warranty claims and (2) privity is not required where plaintiffs are intended third-party beneficiaries of a defendant's implied warranties and of the contracts between Ford and its authorized dealers.

1241. As a direct and proximate cause of Ford's breach, North Carolina Plaintiff and the North Carolina Sub-Class Members suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, North Carolina Plaintiff and the North Carolina Sub-Class Members have incurred or will incur economic damages at the point of repair in the form of the cost of repair.

1242. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, North Carolina Plaintiff and the North Carolina Sub-Class Members have been damaged in an amount to be proven at trial.

THIRTY-NINTH CAUSE OF ACTION
Violations of the Washington Consumer Protection Act,
Wash. Rev. Code § 19.86.010, *et seq.*
(On Behalf of the Washington Sub-Class)

1243. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1244. Plaintiffs Zachary Scott Damm and Amanda Gates ("Washington Plaintiffs") bring this cause of action individually and on behalf of the Washington Sub-Class.

1 1245. Ford, Washington Plaintiffs and Washington Sub-Class Members are “persons”
2 within the meaning of Wash. Rev. Code § 19.86.010(2).

3 1246. Ford committed the acts complained of herein in the course of “trade” or “commerce”
4 within the meaning of Wash. Rev. Code § 19.96.010.

5 1247. The Washington Consumer Protection Act (“Washington CPA”) broadly prohibits
6 “[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any
7 trade or commerce.” Wash. Rev. Code § 19.86.020. Ford engaged in unfair and deceptive acts and
8 practices that violated the Washington CPA as described above.

9 1248. Ford participated in and engaged in deceptive business or trade practices prohibited
10 by the Washington CPA by failing to disclose and actively concealing that the Class Vehicles
11 contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by
12 presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles
13 after they were sold.

14 1249. Ford knowingly and intentionally misrepresented and omitted material facts in
15 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
16 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
17 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
18 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
19 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
20 make repairs or making repairs and providing replacements that caused Washington Plaintiffs and
21 the Washington Sub-Class Members to experience repeated instances of failure, rendering the New
22 Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the
23 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
24 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
25 Washington Plaintiffs and the Washington Sub-Class Members about the true nature of the Class
26 Vehicles.

27 1250. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
28 relating to the Class Vehicles and Engine Defect in the course of its business.

1 1251. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
2 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
3 with intent that others rely upon such concealment, suppression or omission, in connection with the
4 sale of the Class Vehicles.

5 1252. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
6 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
7 serious safety risk on the public.

8 1253. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
9 were defectively designed or manufactured, and were not suitable for their intended use.

10 1254. Ford knew or should have known that its conduct violated the Washington CPA.

11 1255. Washington Plaintiffs and the Washington Sub-Class Members reasonably relied on
12 Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles
13 and in the purchase of the Class Vehicles.

14 1256. Washington Plaintiffs and the Washington Sub-Class Members had no way of
15 discerning that Ford's misrepresentations were false and misleading when they acquired their Class
16 Vehicles because Washington Plaintiffs and the Washington Sub-Class Members did not have
17 access to Ford's exclusive and superior knowledge about the Class Vehicles' design and the Engine
18 Defect.

19 1257. Had Washington Plaintiffs and the Washington Sub-Class Members known that the
20 Class Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased
21 or leased the Class Vehicles or would have paid less for them. Plaintiff did not receive the benefit
22 of their bargain as a result of Ford's misconduct.

23 1258. Ford owed Washington Plaintiffs and the Washington Sub-Class Members a duty to
24 disclose the truth about the Engine Defect because Ford:

25 a. possessed exclusive and superior knowledge of the design and manufacture of
26 the Class Vehicles and the Engine Defect;

27 b. intentionally concealed the foregoing from Washington Plaintiffs and the
28 Washington Sub-Class Members; and/or

1 c. made incomplete representations regarding the quality and durability of the
2 Class Vehicles, while purposefully withholding material facts from Washington Plaintiffs and the
3 Washington Sub-Class Members that contradicted these representations.

4 1259. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
5 will fail due to the Engine Defect, its false representations regarding the increased durability of the
6 Class Vehicles, and reliance by Washington Plaintiffs and the Washington Sub-Class Members on
7 these material representations, Ford had a duty to disclose to Class members that the Engine Defect
8 will cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
9 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
10 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
11 cost of the damage to their vehicles. Having volunteered to provide information to Washington
12 Plaintiffs and the Washington Sub-Class Members, Ford had the duty to disclose not just the partial
13 truth, but the entire truth. These omitted and concealed facts were material because they directly
14 impact the value of the Class Vehicles purchased or leased by Washington Plaintiffs and the
15 Washington Sub-Class Members. Longevity, durability, performance, and safety are material
16 concerns to Ford consumers. Ford represented to Washington Plaintiffs and the Washington Sub-
17 Class Members that they were purchasing or leasing vehicles that were durable, reliable, safe,
18 efficient, of high quality, and containing engines of advanced and superior characteristics and
19 technology as alleged throughout this Complaint, when in fact it is only a matter of time before the
20 engines fail due to the Engine Defect.

21 1260. Washington Plaintiffs and the Washington Sub-Class Members suffered injury in fact
22 to a legally protected interest. As a result of Ford's conduct, Washington Plaintiffs and the
23 Washington Sub-Class Members were harmed and suffered actual damages in the form of the costs
24 of diagnosis and repair of their vehicles, and the diminished value of their vehicles.

25 1261. As a direct and proximate result of Ford's unfair or deceptive acts or practices,
26 Washington Plaintiffs and the Washington Sub-Class Members suffered and will continue to suffer
27 injury in fact and/or actual damages.

28 1262. Defendant's violations present a continuing risk to Washington Plaintiffs and the

Washington Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

1263. As a proximate and direct result of Ford's unfair and deceptive trade practices, Washington Plaintiffs and members of the Washington Sub-Class purchased or leased Class Vehicles and suffered an ascertainable loss and financial harm. These ascertainable losses include, among other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect, replacement of the damaged related system components, diminution of Class Vehicle resale value, increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

1264. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs, the complaints and service requests Ford received from consumers, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources. Washington Plaintiffs and members of the Washington Sub-Class seek all damages and relief to which they are entitled because Ford failed to remedy its unlawful conduct.

1265. Ford is liable to Washington Plaintiffs and the Washington Sub-Class for damages in amounts to be proven at trial, including punitive damages, attorneys' fees, costs, and any other remedies the Court may deem appropriate under Wash. Rev. Code § 19.86.090. Because Ford's actions were willful and knowing, Plaintiffs' damages should be trebled.

FORTIETH CAUSE OF ACTION
Breach of Express Warranty
Wash. Rev. Code §§ 62A.2-313 and 62A.2A-210
(On behalf of the Washington Sub-Class)

1266. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1267. Washington Plaintiffs bring this cause of action individually and on behalf of the members of the Washington Sub-Class.

1268. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Wash. Rev. Code §§ 62A.2-104(1) and 62A.2A-103(1)(t), and a "seller" of motor vehicles under § 2.103(a)(4).

1 1269. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
2 vehicles under Wash. Rev. Code § 62A.2A-103(1)(p).

3 1270. The Class Vehicles are and were at all relevant times “goods” within the meaning of
4 Wash. Rev. Code §§ 62A.2-105(1) and 62A.2A-103(1)(h).

5 1271. Ford provided all purchasers and lessees of the Class Vehicles with the express
6 warranty described herein, which became a material part of the bargain.

7 1272. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
8 Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
9 Ford/Ford Warranty.

10 1273. Ford sold and leased the Class Vehicles with a written express warranty covering the
11 Vehicles for three years or 36,000 miles, whichever comes first.

12 1274. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge,
13 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
14 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
15 workmanship” so long the Vehicle is properly operated and maintained and taken to a Ford
16 dealership for repair within the warranty period.

17 1275. Ford further provides powertrain warranty coverage, which is applicable to “the
18 Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain
19 control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold
20 bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing
21 chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump”
22 as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-
23 wheel/all-wheel drive. This coverage applies for 5-years or up to 60,000 miles, whichever comes
24 first.

25 1276. For certified pre-owned (“CPO”) Vehicles, Ford offers a limited warranty covering
26 CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

27 1277. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered
28 components . . . that are found to be defective in factory-supplied materials or workmanship during

the applicable warranty periods.” The engine and its components—including the cylinder block and cylinder heads—are included in Ford’s list of “covered components.”

1278. Ford manufactured and/or installed the engines and the engines’ component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

1279. The Engine Defect at issue in this litigation was present at the time the Class Vehicles were sold or leased to Washington Plaintiffs and the Washington Sub-Class Members.

1280. Plaintiff relied on Ford’s express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

1281. Under the express Warranties, Ford was obligated to correct the Engine Defect in the vehicles owned or leased by Washington Plaintiffs and the Washington Sub-Class Members.

1282. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

1283. Ford breached the express Warranties by performing illusory repairs. Rather than repairing the vehicles pursuant to the express Warranties, Ford falsely informed Washington Sub-Class Members that there was no problem with their Class Vehicles, performed ineffective procedures including software updates, and/or replaced defective components in the engines with equally defective components, without actually repairing the Class Vehicles.

1284. Ford and its agent dealers have failed and refused to conform the engines to the express Warranties. Ford’s conduct, as discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its actions.

1285. Moreover, Ford’s attempt to disclaim or limit these express Warranties vis-à-vis consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford’s warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

1286. The time limits contained in Ford’s warranty period were also unconscionable and inadequate to protect Washington Plaintiffs and the Washington Sub-Class Members. Among other things, Washington Plaintiffs and the Washington Sub-Class Members had no meaningful choice

1 in determining these time limitations, the terms of which unreasonably favored Ford. A gross
2 disparity in bargaining power existed between Ford and the Class members, and Ford knew or
3 should have known that the Class Vehicles were defective at the time of sale.

4 1287. Washington Plaintiffs and the Washington Sub-Class Members have complied with
5 all obligations under the Warranties, or otherwise have been excused from performance of said
6 obligations as a result of Ford's conduct described herein.

7 1288. Washington Plaintiffs and the Washington Sub-Class Members were not required to
8 notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of
9 written warranty would have been futile. Ford was also on notice of the Engine Defect from the
10 complaints and service requests it received from Plaintiff and the Class Members, from repairs
11 and/or replacements of the engines or components thereof, and through other internal and external
12 sources.

13 1289. Because Ford, through its conduct and exemplified by its own service bulletins, has
14 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
15 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

16 1290. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
17 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
18 and void.

19 1291. As a direct and proximate cause of Ford's breach, Washington Plaintiffs and the
20 Washington Sub-Class Members suffered damages and continue to suffer damages, including
21 economic damages at the point of sale or lease and diminution of value of their Class Vehicles.
22 Additionally, Washington Plaintiffs and the Washington Sub-Class Members have incurred or will
23 incur economic damages at the point of repair in the form of the cost of repair.

24 1292. As a direct and proximate result of Ford's breach of express warranties, Washington
25 Plaintiffs and the Washington Sub-Class Members have been damaged in an amount to be
26 determined at trial.

FORTY-FIRST CAUSE OF ACTION
Violations of the Wisconsin Deceptive Trade Practices Act,
Wisc. Stat. § 100.18, *et seq.*
(On behalf of the Wisconsin Sub-Class)

1293. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1294. Plaintiff Shari Techlin (“Wisconsin Plaintiff”) brings this cause of action individually and on behalf of the Wisconsin Sub-Class.

1295. Ford, Wisconsin Plaintiff and Wisconsin Sub-Class Members are “persons” within the meaning of Wis. Stat. § 100.18(1).

1296. The Wisconsin Deceptive Trade Practices Act (“Wisconsin DTPA”) prohibits an “assertion, representation or statement of fact which is untrue, deceptive or misleading.” WIS. STAT. § 100.18(1). Ford engaged in unfair and deceptive acts and practices that violated the Wisconsin DTPA as described above.

1297. Ford participated in and engaged in deceptive business or trade practices prohibited by the Wisconsin DTPA by failing to disclose and actively concealing that the Class Vehicles contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they were sold,.

1298. Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles it knew were defective, including by marketing its vehicles as safe, reliable, easily operable, efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety, reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to make repairs or making repairs and providing replacements that caused Wisconsin Plaintiff and the Wisconsin Sub-Class Members to experience repeated instances of failure, rendering the New Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems with the Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate

1 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
2 Wisconsin Plaintiff and the Wisconsin Sub-Class Members about the true nature of the Class
3 Vehicles.

4 1299. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
5 relating to the Class Vehicles and Engine Defect in the course of its business.

6 1300. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
7 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
8 with intent that others rely upon such concealment, suppression or omission, in connection with the
9 sale of the Class Vehicles.

10 1301. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
11 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
12 serious safety risk on the public.

13 1302. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
14 were defectively designed or manufactured, and were not suitable for their intended use.

15 1303. Ford knew or should have known that its conduct violated the Wisconsin DTPA.

16 1304. Wisconsin Plaintiff and the Wisconsin Sub-Class Members reasonably relied on
17 Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles
18 and in the purchase of the Class Vehicles.

19 1305. Wisconsin Plaintiff and the Wisconsin Sub-Class Members had no way of discerning
20 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
21 because Wisconsin Plaintiff and the Wisconsin Sub-Class Members did not have access to Ford's
22 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

23 1306. Had Wisconsin Plaintiff and the Wisconsin Sub-Class Members known that the Class
24 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
25 leased the Class Vehicles or would have paid less for them. Plaintiff did not receive the benefit of
26 their bargain as a result of Ford's misconduct.

27 1307. Ford owed Wisconsin Plaintiff and the Wisconsin Sub-Class Members a duty to
28 disclose the truth about the Engine Defect because Ford:

1 a. possessed exclusive and superior knowledge of the design and manufacture of
2 the Class Vehicles and the Engine Defect;

3 b. intentionally concealed the foregoing from Wisconsin Plaintiff and the
4 Wisconsin Sub-Class Members; and/or

5 c. made incomplete representations regarding the quality and durability of the
6 Class Vehicles, while purposefully withholding material facts from Wisconsin Plaintiff and the
7 Wisconsin Sub-Class Members that contradicted these representations.

8 1308. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
9 will fail due to the Engine Defect, its false representations regarding the increased durability of the
10 Class Vehicles, and reliance by Wisconsin Plaintiff and the Wisconsin Sub-Class Members on these
11 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
12 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
13 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
14 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
15 cost of the damage to their vehicles. Having volunteered to provide information to Wisconsin
16 Plaintiff and the Wisconsin Sub-Class Members, Ford had the duty to disclose not just the partial
17 truth, but the entire truth. These omitted and concealed facts were material because they directly
18 impact the value of the Class Vehicles purchased or leased by Wisconsin Plaintiff and the Wisconsin
19 Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford
20 consumers. Ford represented to Wisconsin Plaintiff and the Wisconsin Sub-Class Members that
21 they were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality,
22 and containing engines of advanced and superior characteristics and technology as alleged
23 throughout this Complaint, when in fact it is only a matter of time before the engines fail due to the
24 Engine Defect.

25 1309. Wisconsin Plaintiff and the Wisconsin Sub-Class Members suffered injury in fact to
26 a legally protected interest. As a result of Ford's conduct, Wisconsin Plaintiff and the Wisconsin
27 Sub-Class Members were harmed and suffered actual damages in the form of the costs of diagnosis
28 and repair of their vehicles, and the diminished value of their vehicles.

1310. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Wisconsin Plaintiff and the Wisconsin Sub-Class Members suffered and will continue to suffer injury in fact and/or actual damages.

1311. Defendant's violations present a continuing risk to Wisconsin Plaintiff and the Wisconsin Sub-Class Members as well as to the general public. Defendant's unlawful acts and practices complained of herein affect the public interest.

1312. As a proximate and direct result of Ford's unfair and deceptive trade practices, Wisconsin Plaintiff and members of the Wisconsin Sub-Class purchased or leased Class Vehicles and suffered an ascertainable loss and financial harm. These ascertainable losses include, among other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect, replacement of the damaged related system components, diminution of Class Vehicle resale value, increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

1313. Ford was on notice of the Engine Defect from the pre-suit notices from Plaintiffs, the complaints and service requests Ford received from consumers, from repairs and/or replacements of the engines or components thereof, and through other internal and external sources. Wisconsin Plaintiff and members of the Wisconsin Sub-Class seek all damages and relief to which they are entitled because Ford failed to remedy its unlawful conduct.

1314. Ford is liable to Wisconsin Plaintiff and the Wisconsin Sub-Class for damages in amounts to be proven at trial, including punitive damages, attorneys' fees, costs, and any other remedies the Court may deem appropriate under Wis. Stat. § 100.18(11)(b)(2). Because Ford's actions were willful and knowing, Plaintiffs' damages should be trebled.

FORTY-SECOND CAUSE OF ACTION
Violation of the Nebraska Consumer Protection Act
Neb. Rev. Stat. §§ 59-1601, *et seq.*
(On behalf of the Nebraska Sub-Class)

1315. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1316. Plaintiff John Krecek ("Nebraska Plaintiff") brings this cause of action individually and on behalf of the members of the Nebraska Sub-Class.

1 1317. Nebraska Plaintiff, the Nebraska Sub-Class Members, and Ford are “person[s]” within
2 the meaning of the Nebraska Consumer Protection Act (“Nebraska CPA”), Neb. Rev. Stat. § 59-
3 1601(1).

4 1318. Ford’s actions as set forth herein occurred in the conduct of trade or commerce as
5 defined under the Nebraska CPA, Neb. Rev. Stat. § 59-1601(2).

6 1319. The Nebraska CPA prohibits “unfair or deceptive acts or practices in the conduct of
7 any trade or commerce.” Neb. Rev. Stat. § 59-1602. Ford engaged in unfair and deceptive acts or
8 practices that violated the Nebraska CPA as described above.

9 1320. Ford participated in and engaged in deceptive business or trade practices prohibited
10 by the Nebraska CPA by failing to disclose and actively concealing that the Class Vehicles
11 contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by
12 presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles
13 after they were sold.

14 1321. Ford knowingly and intentionally misrepresented and omitted material facts in
15 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
16 the Engine Defect; concealing the Engine Defect; by promoting and selling or leasing Class
17 Vehicles it knew were defective, including by marketing its vehicles as safe, reliable, easily
18 operable, efficient, and of high quality; presenting itself as a reputable manufacturer that valued
19 safety, reliability, performance and efficiency, and stood behind its vehicles after they were sold;
20 failing to make repairs or making repairs and providing replacements that caused Nebraska Plaintiff
21 and the Nebraska Sub-Class Members to experience repeated instances of failure, rendering the
22 New Vehicle Limited Warranty useless; and minimizing the scope and severity of the problems
23 with the Class Vehicles, refusing to acknowledge that they are defective, and failing to provide
24 adequate relief to consumers. Ford misrepresented and omitted such material facts with the intent
25 to mislead Nebraska Plaintiff and the Nebraska Sub-Class Members about the true nature of the
26 Class Vehicles.

27 1322. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
28 relating to the Class Vehicles and Engine Defect in the course of its business.

1 1323. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
2 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
3 with intent that others rely upon such concealment, suppression or omission, in connection with the
4 sale of the Class Vehicles.

5 1324. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
6 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
7 serious safety risk on the public.

8 1325. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
9 were defectively designed or manufactured, and were not suitable for their intended use.

10 1326. Ford knew or should have known that its conduct violated the Nebraska CPA.

11 1327. Nebraska Plaintiff and the Nebraska Sub-Class Members reasonably relied on Ford's
12 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
13 in the purchase of the Class Vehicles.

14 1328. Nebraska Plaintiff and the Nebraska Sub-Class Members had no way of discerning
15 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
16 because Nebraska Plaintiff and the Nebraska Sub-Class Members did not have access to Ford's
17 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

18 1329. Had Nebraska Plaintiff and the Nebraska Sub-Class Members known that the Class
19 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
20 leased the Class Vehicles or would have paid less for them. Nebraska Plaintiff and the Nebraska
21 Sub-Class Members did not receive the benefit of their bargain as a result of Ford's misconduct.

22 1330. Ford owed Nebraska Plaintiff and the Nebraska Sub-Class Members a duty to disclose
23 the truth about the Engine Defect because Ford:

24 a. possessed exclusive and superior knowledge of the design and manufacture of
25 the Class Vehicles and the Engine Defect;

26 b. intentionally concealed the foregoing from Nebraska Plaintiff and the
27 Nebraska Sub-Class Members; and/or

28 c. made incomplete representations regarding the quality and durability of the

1 Class Vehicles, while purposefully withholding material facts from Nebraska Plaintiff and the
2 Nebraska Sub-Class Members that contradicted these representations.

3 1331. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
4 will fail due to the Engine Defect, its false representations regarding the increased durability of the
5 Class Vehicles, and reliance by Nebraska Plaintiff and the Nebraska Sub-Class Members on these
6 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
7 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
8 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
9 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
10 cost of the damage to their vehicles. Having volunteered to provide information to Nebraska
11 Plaintiff and the Nebraska Sub-Class Members, Ford had the duty to disclose not just the partial
12 truth, but the entire truth. These omitted and concealed facts were material because they directly
13 impact the value of the Class Vehicles purchased or leased by Nebraska Plaintiff and the Nebraska
14 Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford
15 consumers. Ford represented to Nebraska Plaintiff and the Nebraska Sub-Class Members that they
16 were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and
17 containing engines of advanced and superior characteristics and technology as alleged throughout
18 this Complaint, when in fact it is only a matter of time before the engines fail due to the Engine
19 Defect.

20 1332. Nebraska Plaintiff and the Nebraska Sub-Class Members suffered injury in fact to a
21 legally protected interest. As a result of Ford's conduct, Nebraska Plaintiff and the Nebraska Sub-
22 Class Members were harmed and suffered actual damages in the form of the costs of diagnosis and
23 repair of their vehicles, and the diminished value of their vehicles.

24 1333. As a direct and proximate result of Ford's unfair or deceptive acts or practices,
25 Nebraska Plaintiff and the Nebraska Sub-Class Members suffered and will continue to suffer injury
26 in fact and/or actual damages.

27 1334. Defendant's violations present a continuing risk to Nebraska Plaintiff and the
28 Nebraska Sub-Class Members as well as to the general public. Defendant's unlawful acts and

1 practices complained of herein affect the public interest.

2 1335. As a proximate and direct result of Ford's unfair and deceptive trade practices,
3 Nebraska Plaintiff and members of the Nebraska Sub-Class purchased or leased Class Vehicles and
4 suffered an ascertainable loss and financial harm. These ascertainable losses include, among other
5 things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
6 replacement the damaged related system components, diminution of Class Vehicle resale value,
7 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

8 1336. Nebraska Plaintiff provided notice of his claim by letter dated September 16, 2022.
9 Ford was also on notice of the Engine Defect from the prior pre-suit notices from Plaintiffs, the
10 complaints and service requests Ford received from consumers, from repairs and/or replacements
11 of the engines or components thereof, and through other internal and external sources. Nebraska
12 Plaintiff and members of the Nebraska Sub-Class seek all damages and relief to which they are
13 entitled because Ford failed to remedy its unlawful conduct.

14 1337. As a direct and proximate result of Ford's violations of the Nebraska CPA, Plaintiff
15 and Nebraska State Class members have suffered injury-in-fact and/or actual damage.

16 1338. As a direct and proximate result of Ford's unfair or deceptive acts or practices alleged
17 herein, Nebraska Plaintiff and other members of the Nebraska Sub-Class suffered and will continue
18 to suffer actual damages and are entitled to recover actual damages to the extent permitted by law,
19 including class action rules, in an amount to be proven at trial. Because Ford's conduct caused injury
20 to Nebraska Plaintiff and the Nebraska Sub-Class Members' property through violations of the
21 Nebraska CPA, Nebraska Plaintiff and the Nebraska Sub-Class Members seek recovery of actual
22 damages, as well as enhanced damages up to \$1,000, an order enjoining Ford's unfair or deceptive
23 acts and practices, costs of Court, reasonable attorneys' fees, and any other just and proper relief
24 available under Neb. Rev. Stat. § 59-1609.

25 **FORTY-THIRD CAUSE OF ACTION**
26 **Breach of Express Warranty,**
27 **Neb.Rev.St. U.C.C. §§ 2-313 and 2A-210**
28 **(On Behalf of the Nebraska Sub-Class)**

1339. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,

1 above.

2 1340. Nebraska Plaintiff brings this cause of action individually and on behalf of the
3 Nebraska Sub-Class.

4 1341. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under
5 Neb.Rev.St. U.C.C. § 2-104(1) and “sellers” of motor vehicles under § 2-103(1)(d). 2111.

6 1342. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
7 vehicles under Neb.Rev.St. U.C.C. § 2A-103(1)(p).

8 1343. The Class Vehicles are and were at all relevant times “goods” within the meaning of
9 Neb.Rev.St. U.C.C. §§ 2-105(1) and 2A-103(1)(h). 2113.

10 1344. The engines were manufactured and/or installed in the Class Vehicles by Defendant
11 and are covered by the express warranty.

12 1345. Ford provided all purchasers and lessees of the Class Vehicles with the express
13 warranty described herein, which became a material part of the bargain.

14 1346. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
15 Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
16 Ford/Ford Warranty.

17 1347. Ford sold and leased the Class Vehicles with a written express warranty covering the
18 Vehicles for three years or 36,000 miles, whichever comes first.

19 1348. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge,
20 repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during
21 the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory
22 workmanship” so long as the Vehicle is properly operated and maintained and taken to a Ford
23 dealership for repair within the warranty period. Ford further provides powertrain warranty
24 coverage, which is applicable to “the Engine: all internal lubricated parts, cylinder block, cylinder
25 heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump,
26 manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine
27 thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt),
28 turbocharger/supercharger unit, valve covers, water pump,” as well as the components in the

1 transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage
2 applies for 5 years or up to 60,000 miles, whichever comes first.

3 1349. For certified pre-owned (“CPO”) Vehicles, Ford offers a limited warranty covering
4 CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

5 1350. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered
6 components . . . that are found to be defective in factory-supplied materials or workmanship during
7 the applicable warranty periods.” The engine and its components—including the cylinder block and
8 cylinder heads—are included in Ford’s list of “covered components.”

9 1351. Ford manufactured and/or installed the engines and the engines’ component parts in
10 the Class Vehicles, and the engines and their component parts are covered by the express
11 Warranties.

12 1352. The Engine Defect at issue in this litigation was present at the time the Class Vehicles
13 were sold or leased to Nebraska Plaintiff and the Nebraska Sub-Class Members.

14 1353. Nebraska Plaintiff and the Nebraska Sub-Class Members relied on Ford’s express
15 warranties, which were a material part of the bargain, when purchasing or leasing their Class
16 Vehicles.

17 1354. Under the express warranties, Ford was obligated to correct the Engine Defect in the
18 vehicles owned or leased by Nebraska Plaintiff and the Nebraska Sub-Class Members.

19 1355. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
20 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

21 1356. Ford breached the express Warranties by performing illusory repairs. Rather than
22 repairing the Class Vehicles pursuant to the express Warranties, Ford falsely informed Nebraska
23 Sub-Class Members that there was no problem with their Class Vehicles, performed ineffective
24 procedures including software updates, and/or replaced defective components in the engines with
25 equally defective components, without actually repairing the Class Vehicles.

26 1357. Ford and its dealers, its agents for the purposes of providing repairs under warranty,
27 have failed and refused to conform the engines to the express Warranties. Ford’s conduct, as
28 discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its

1 actions.

2 1358. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis
3 consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's
4 warranty limitation is unenforceable because it knowingly sold a defective product without
5 informing consumers about the defect.

6 1359. The time limits contained in Ford's warranty period were also unconscionable and
7 inadequate to protect Nebraska Plaintiff and the Nebraska Sub-Class Members. Among other things,
8 Nebraska Plaintiff and the Nebraska Sub-Class Members had no meaningful choice in determining
9 these time limitations, the terms of which unreasonably favored Ford. A gross disparity in
10 bargaining power existed between Ford and the Class members, and Ford knew or should have
11 known that the Class Vehicles were defective at the time of sale.

12 1360. Nebraska Plaintiff and the Nebraska Sub-Class Members have complied with all
13 obligations under the Warranties, or otherwise have been excused from performance of said
14 obligations as a result of Ford's conduct described herein.

15 1361. Nebraska Plaintiff and the Nebraska Sub-Class Members were not required to notify
16 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of implied
17 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
18 and service requests it received from Nebraska Plaintiff and the Nebraska Sub-Class Members, from
19 repairs and/or replacements of the engines or components thereof, and through other internal and
20 external sources.

21 1362. Nonetheless, Nebraska Plaintiff provided notice to Ford of its breach of warranties by
22 letter dated September 16, 2022.

23 1363. Because Ford, through its conduct and exemplified by its own service bulletins, has
24 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
25 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

26 1364. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
27 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
28 and void.

1 1365. As a direct and proximate cause of Ford's breach, Nebraska Plaintiff and the Nebraska
2 Sub-Class Members suffered damages and continue to suffer damages, including economic
3 damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally,
4 Nebraska Plaintiff and the Nebraska Sub-Class Members have incurred or will incur economic
5 damages at the point of repair in the form of the cost of repair.

6 1366. As a direct and proximate result of Ford's breach of express warranties, Nebraska
7 Plaintiff and the Nebraska Sub-Class Members have been damaged in an amount to be determined
8 at trial.

9 **FORTY-FOURTH CAUSE OF ACTION**
10 **Breach of the Implied Warranty of Merchantability,**
11 **Neb.Rev.St. U.C.C. §§ 2-314 and 2A-212**
(On Behalf of the Nebraska Sub-Class)

12 1367. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
13 above.

14 1368. Nebraska Plaintiff brings this cause of action individually and on behalf of the
15 Nebraska Sub-Class.

16 1369. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
17 Neb.Rev.St. U.C.C. § 2-104(1) and "sellers" of motor vehicles under § 2-103(1)(d). 2111.

18 1370. With respect to leases, Ford is and was at all relevant times a "lessor" of motor
19 vehicles under Neb.Rev.St. U.C.C. § 2A-103(1)(p).

20 1371. The Class Vehicles are and were at all relevant times "goods" within the meaning of
21 Neb.Rev.St. U.C.C. §§ 2-105(1) and 2A-103(1)(h). 2113.

22 1372. A warranty that the Class Vehicles were in merchantable condition and fit for the
23 ordinary purpose for which vehicles are used is implied by law under Neb.Rev.St. U.C.C. §§ 2-314
24 and 2A-212.

25 1373. Ford knew or had reason to know of the specific use for which the Class Vehicles
26 were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through
27 authorized dealers, like those from whom Nebraska Plaintiff and members of the Nebraska Sub-
28 Class bought or leased their vehicles, for the intended purpose of consumers purchasing the vehicles.

1 Ford knew that the Class Vehicles would and did pass unchanged from Ford to the authorized
2 dealers to Nebraska Plaintiff and members of the Nebraska Sub-Class, with no modification to the
3 defective Class Vehicles.

4 1374. Ford provided Nebraska Plaintiff and members of the Nebraska Sub-Class with an
5 implied warranty that the Class Vehicles and their components and parts are merchantable and fit
6 for the ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their
7 ordinary purpose of providing reasonably reliable and safe transportation because, inter alia, the
8 Class Vehicles and their engine suffered from an inherent defect at the time of sale and thereafter
9 and are not fit for their particular purpose of providing safe and reliable transportation.

10 1375. This implied warranty included, among other things: (i) a warranty that the Class
11 Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable
12 for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their
13 intended use while the Class Vehicles were being operated.

14 1376. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale
15 and thereafter were not fit for their ordinary and intended purpose of providing Nebraska Plaintiff
16 and the Nebraska Sub-Class Members with reliable, durable, and safe transportation. Instead, the
17 Class Vehicles were and are defective at the time of sale or lease and thereafter as more fully
18 described above. Ford knew of this defect at the time these sale or lease transactions occurred.

19 1377. As a result of Ford's breach of the applicable implied warranties, Nebraska Plaintiff
20 and members of the Nebraska Sub-Class suffered an ascertainable loss of money, property, and/or
21 value of their Class Vehicles. Additionally, as a result of the Engine Defect, Nebraska Plaintiff and
22 members of the Nebraska Sub-Class were harmed and suffered actual damages in that the Class
23 Vehicles are substantially certain to fail before their expected useful life has run.

24 1378. Ford's actions, as complained of herein, breached the implied warranty that the Class
25 Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial
26 Code and relevant state law.

27 1379. Nebraska Plaintiff and members of the Nebraska Sub-Class have complied with all
28 obligations under the warranty, or otherwise have been excused from performance of said

1 obligations as a result of GM's conduct described herein.

2 1380. Because Nebraska Plaintiff and Nebraska Sub-Class Members purchased their
3 vehicles from an authorized Ford dealership, they are in privity with Defendant. Nebraska Plaintiff
4 and Nebraska Sub-Class Members have had sufficient direct dealings with Ford and its agents for
5 the purposes of fulfilling its responsibilities under the express warranty (dealerships and customer
6 support personnel) to establish privity of contract between Ford, on one hand, and Nebraska Plaintiff
7 and Nebraska Sub-Class Members, on the other hand. Furthermore, Ford provided warranties
8 directly to Nebraska Plaintiff and Nebraska Sub-Class Members and Nebraska Plaintiff and
9 Nebraska Sub-Class Members are the intended beneficiaries of Ford's express and implied
10 warranties. The dealers were not intended to be the ultimate consumers of their vehicles and have
11 no rights under the warranty agreements provided with the Class Vehicles; the warranty agreements
12 were designed for and intended to benefit the consumer only.

13 1381. Nonetheless, privity is not required here because Nebraska Plaintiff and Nebraska
14 Sub-Class Members are the intended third-party beneficiaries of contracts between Ford and its
15 dealerships. These contracts give the dealerships the right to sell Ford and Lincoln brand vehicles,
16 as well as service and perform warranty repairs on Ford's behalf. Nebraska Plaintiff and Nebraska
17 Sub-Class Members are the beneficiaries of these contracts, because they are the intended end-
18 consumers and users of the products Ford distributes to its authorized dealerships. Nebraska
19 Plaintiff and Nebraska Sub-Class Members also have the right to receive service and warranty work
20 at dealerships located more conveniently to them than Ford's headquarters.

21 1382. Nebraska Plaintiff and members of the Nebraska Sub-Class were not required to
22 notify Ford of the breach because affording Ford a reasonable opportunity to cure its breach of
23 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
24 and service requests it received from Nebraska Plaintiff and the Class Members and through other
25 internal sources.

26 1383. Nonetheless, Nebraska Plaintiff and members of the Nebraska Sub-Class provided
27 notice to Ford of the breach of express warranties when they took their vehicles to Ford-authorized
28 provider of warranty repairs. Nebraska Plaintiff also provided notice to Ford of its breach of express

warranty by letter dated September 16, 2022.

1384. As a direct and proximate cause of Ford's breach, Nebraska Plaintiff and members of the Nebraska Sub-Class suffered damages and continue to suffer damages, including economic damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Nebraska Plaintiff and members of the Nebraska Sub-Class have incurred or will incur economic damages at the point of repair in the form of the cost of repair as well as additional losses.

1385. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, Nebraska Plaintiff and members of the Nebraska Sub-Class have been damaged in an amount to be proven at trial.

FORTY-FIFTH CAUSE OF ACTION
Violation of the Tennessee Consumer Protection Act
Tenn. Code §§ 47-18-101, *et seq.*
(On behalf of the Tennessee Sub-Class)

1386. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1387. Plaintiff Tyson Batdorf ("Tennessee Plaintiff") brings this cause of action individually and on behalf of the members of the Tennessee Sub-Class.

1388. Tennessee Plaintiff and the Tennessee Sub-Class Members are "consumers" within the meaning of the Tennessee Consumer Protection Act ("Tennessee CPA"), Tenn. Code § 47-18-103(3).

1389. Ford is a "person" within the meaning of the Tennessee CPA, Tenn. Code § 47-18-103(14).

1390. Ford is engaged in "trade" or "commerce" within the meaning of Tenn. Code § 47-18-103(20).

1391. The Tennessee CPA prohibits "unfair or deceptive acts or practices affecting the conduct of any trade or commerce." Tenn. Code § 47-18-104. Ford engaged in unfair and deceptive practices that violated the Tennessee CPA as described above.

1392. Ford participated in and engaged in unfair or deceptive trade acts or practices prohibited by the Tennessee CPA by failing to disclose and actively concealing that the Class

1 Vehicles contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality,
2 and by presenting themselves as a reputable manufacturer that valued safety and stood behind its
3 vehicles after they were sold.

4 1393. Ford knowingly and intentionally misrepresented and omitted material facts in
5 connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose
6 the Engine Defect; concealing the Engine Defect; promoting and selling or leasing Class Vehicles
7 it knew were defective, including by marketing its vehicles as safe, reliable, easily operable,
8 efficient, and of high quality; presenting itself as a reputable manufacturer that valued safety,
9 reliability, performance and efficiency, and stood behind its vehicles after they were sold; failing to
10 make repairs or making repairs and providing replacements that caused Tennessee Plaintiff and the
11 Tennessee Sub-Class Members to experience repeated instances of failure, rendering the New
12 Vehicle Limited Warranty useless; and minimized the scope and severity of the problems with the
13 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
14 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
15 Tennessee Plaintiff and the Tennessee Sub-Class Members about the true nature of the Class
16 Vehicles.

17 1394. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
18 relating to the Class Vehicles and Engine Defect in the course of its business.

19 1395. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
20 or practices, fraud, misrepresentations, or concealment, suppression or omission of material facts
21 with intent that others would rely upon such concealment, suppression or omission, in connection
22 with the sale of the Class Vehicles.

23 1396. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
24 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
25 serious safety risk on the public.

26 1397. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
27 were defectively designed or manufactured, and were not suitable for their intended use.

28 1398. Ford knew or should have known that its conduct violated the Tennessee CPA.

1 1399. Tennessee Plaintiff and the Tennessee Sub-Class Members reasonably relied on
2 Ford's misrepresentations and omissions of material facts in its advertisements of the Class Vehicles
3 and in the purchase of the Class Vehicles.

4 1400. Tennessee Plaintiff and the Tennessee Sub-Class Members had no way of discerning
5 that Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
6 because Tennessee Plaintiff and the Tennessee Sub-Class Members did not have access to Ford's
7 exclusive and superior knowledge about the Class Vehicles' design and the Engine Defect.

8 1401. Had Tennessee Plaintiff and the Tennessee Sub-Class Members known that the Class
9 Vehicles contained and/or would exhibit the Engine Defect, they would not have purchased or
10 leased the Class Vehicles or would have paid less for them. Tennessee Plaintiff and the Tennessee
11 Sub-Class Members did not receive the benefit their bargain as a result of Ford's misconduct.

12 1402. Ford owed Tennessee Plaintiff and the Tennessee Sub-Class Members a duty to
13 disclose the truth about the Engine Defect because Ford:

14 a. possessed exclusive and superior knowledge of the design and manufacture of
15 the Class Vehicles and the Engine Defect;

16 b. intentionally concealed the foregoing from Tennessee Plaintiff and the
17 Tennessee Sub-Class Members; and/or

18 c. made incomplete representations regarding the quality and durability of the
19 Class Vehicles, while purposefully withholding material facts from Tennessee Plaintiff and the
20 Tennessee Sub-Class Members that contradicted these representations.

21 1403. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
22 will fail due to the Engine Defect, its false representations regarding the increased durability of the
23 Class Vehicles, and reliance by Tennessee Plaintiff and the Tennessee Sub-Class Members on these
24 material representations, Ford had a duty to disclose to Class members that the Engine Defect will
25 cause engine failure in Class Vehicles, that Class Vehicles do not have the expected durability,
26 reliability, and/or safety over other vehicles or of their predecessor engines, that failure of the
27 Engines will cause damage to Class Vehicle, and that Class members would be required to bear the
28 cost of the damage to their vehicles. Having volunteered to provide information to Tennessee

1 Plaintiff and the Tennessee Sub-Class Members, Ford had the duty to disclose not just the partial
2 truth, but the entire truth. These omitted and concealed facts were material because they directly
3 impact the value of the Class Vehicles purchased or leased by Tennessee Plaintiff and the Tennessee
4 Sub-Class Members. Longevity, durability, performance, and safety are material concerns to Ford
5 consumers. Ford represented to Tennessee Plaintiff and the Tennessee Sub-Class Members that they
6 were purchasing or leasing vehicles that were durable, reliable, safe, efficient, of high quality, and
7 containing engines of advanced and superior characteristics and technology as alleged throughout
8 this Complaint, when in fact it is only a matter of time before the engines fail due to the Engine
9 Defect.

10 1404. Tennessee Plaintiff and the Tennessee Sub-Class Members suffered injury in fact to
11 a legally protected interest. As a result of Ford's conduct, Tennessee Plaintiff and the Tennessee
12 Sub-Class Members were harmed and suffered actual damages in the form of the costs of diagnosis
13 and repair of their vehicles, and the diminished value of their vehicles.

14 1405. As a direct and proximate result of Ford's unfair or deceptive acts or practices,
15 Tennessee Plaintiff and the Tennessee Sub-Class Members suffered and will continue to suffer
16 injury in fact and/or actual damages.

17 1406. Defendant's violations present a continuing risk to Tennessee Plaintiff and the
18 Tennessee Sub-Class Members as well as to the general public. Defendant's unlawful acts and
19 practices complained of herein affect the public interest.

20 1407. As a proximate and direct result of Ford's unfair and deceptive trade practices,
21 Tennessee Plaintiff and members of the Tennessee Sub-Class purchased or leased Class Vehicles
22 and suffered an ascertainable loss and financial harm. These ascertainable losses include, among
23 other things, overpayment at the time of purchase or lease, the cost to repair the Engine Defect,
24 replacement of the damaged related system components, diminution of Class Vehicle resale value,
25 increased repair and maintenance costs, and other substantial monetary damages and inconvenience.

26 1408. Tennessee Plaintiff provided notice of his claim by letter dated September 16, 2022.
27 Ford was also on notice of the Engine Defect from the prior pre-suit notices from Plaintiffs, the
28 complaints and service requests Ford received from consumers, from repairs and/or replacements

1 of the engines or components thereof, and through other internal and external sources. Tennessee
2 Plaintiff and members of the Tennessee Sub-Class seek all damages and relief to which they are
3 entitled because Ford failed to remedy its unlawful conduct.

4 1409. As a direct and proximate result of Ford's unfair or deceptive acts or practices alleged
5 herein, Tennessee Plaintiff and other members of the Tennessee Sub-Class suffered and will
6 continue to suffer actual damages and are entitled to recover actual damages to the extent permitted
7 by law, including class action rules, in an amount to be proven at trial. Pursuant to Tenn. Code § 47-
8 18-109, Tennessee Plaintiff and the Tennessee Sub-Class Members seek an order enjoining Ford's
9 unfair and/or deceptive acts or practices, damages, treble damages for willful and knowing
10 violations (pursuant to § 47-18-109(a)(3)), punitive damages, and attorneys' fees, costs, and any
11 other just and proper relief to the extent available under the Tennessee CPA.

12 **FORTY-SIXTH CAUSE OF ACTION**
13 **Breach of Express Warranty,**
14 **Tenn. Code §§ 47-2-313 and 47-2A-210**
(On Behalf of the Tennessee Sub-Class)

15 1410. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
16 above.

17 1411. Tennessee Plaintiff brings this cause of action individually and on behalf of the
18 Tennessee Sub-Class.

19 1412. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
20 Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and "seller" of motor vehicles under § 47-2-
21 103(1)(d).

22 1413. With respect to leases, Ford is and was at all relevant times a "lessor" of motor
23 vehicles under Tenn. Code § 47-2A-103(1)(p).

24 1414. The Class Vehicles are and were at all relevant times "goods" within the meaning of
25 Tenn. Code §§ 47-2-105(1) and 47-2A-103(1)(h).

26 1415. The engines were manufactured and/or installed in the Class Vehicles by Defendant
27 and are covered by the express warranty.

28 1416. Ford provided all purchasers and lessees of the Class Vehicles with the express

warranty described herein, which became a material part of the bargain.

1417. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the Ford/Ford Warranty.

1418. Ford sold and leased the Class Vehicles with a written express warranty covering the Vehicles for three years or 36,000 miles, whichever comes first.

1419. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship” so long as the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period. Ford further provides powertrain warranty coverage, which is applicable to “the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump,” as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5 years or up to 60,000 miles, whichever comes first.

1420. For certified pre-owned (“CPO”) Vehicles, Ford offers a limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

1421. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods.” The engine and its components—including the cylinder block and cylinder heads—are included in Ford’s list of “covered components.”

1422. Ford manufactured and/or installed the engines and the engines’ component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

1423. The Engine Defect at issue in this litigation was present at the time the Class Vehicles

1 were sold or leased to Tennessee Plaintiff and the Tennessee Sub-Class Members.

2 1424. Tennessee Plaintiff and the Tennessee Sub-Class Members relied on Ford's express
3 warranties, which were a material part of the bargain, when purchasing or leasing their Class
4 Vehicles.

5 1425. Under the express Warranties, Ford was obligated to correct the Engine Defect in the
6 vehicles owned or leased by Wisconsin Plaintiff and the Wisconsin Sub-Class Members.

7 1426. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
8 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

9 1427. Ford breached the express Warranties by performing illusory repairs. Rather than
10 repairing the Class Vehicles pursuant to the express Warranties, Ford falsely informed Tennessee
11 Sub-Class Members that there was no problem with their Class Vehicles, performed ineffective
12 procedures including software updates, and/or replaced defective components in the engines with
13 equally defective components, without actually repairing the Class Vehicles.

14 1428. Ford and its dealers, its agents for the purposes of providing repairs under warranty,
15 have failed, and refused, to conform the engines to the express Warranties. Ford's conduct, as
16 discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its
17 actions.

18 1429. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis
19 consumers is unconscionable and unenforceable under the circumstances described throughout.
20 Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective
21 product without informing consumers about the defect.

22 1430. The time limits contained in Ford's warranty period were also unconscionable and
23 inadequate to protect Tennessee Plaintiff and the Tennessee Sub-Class Members. Among other
24 things, Tennessee Plaintiff and the Tennessee Sub-Class Members had no meaningful choice in
25 determining these time limitations, the terms of which unreasonably favored Ford. A gross disparity
26 in bargaining power existed between Ford and the Class Members, and Ford knew or should have
27 known that the Class Vehicles were defective at the time of sale.

28 1431. Tennessee Plaintiff and the Tennessee Sub-Class Members have complied with all

1 obligations under the Warranties, or otherwise have been excused from performance of said
2 obligations as a result of Ford's conduct described herein.

3 1432. Tennessee Plaintiff and the Tennessee Sub-Class Members were not required to notify
4 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of written
5 warranty would have been futile. Ford was also on notice of the Engine Defect from the complaints
6 and service requests it received from Tennessee Plaintiff and the Tennessee Sub-Class Members,
7 from repairs and/or replacements of the engines or components thereof, and through other internal
8 and external sources.

9 1433. Nonetheless, Tennessee Plaintiff provided notice to Ford of its breach of warranties
10 by letter dated August 26, 2022.

11 1434. Because Ford, through its conduct and exemplified by its own service bulletins, has
12 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
13 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

14 1435. Because Ford has not been able remedy the Engine Defect, any limitation on remedies
15 included in the Warranties causes the Warranties to fail their essential purposes, rendering them null
16 and void.

17 1436. As a direct and proximate cause of Ford's breach, Tennessee Plaintiff and the
18 Tennessee Sub-Class Members suffered damages and continue to suffer damages, including
19 economic damages at the point of sale or lease and diminution of value of their Class Vehicles.
20 Additionally, Tennessee Plaintiff and the Tennessee Sub-Class Members have incurred or will incur
21 economic damages at the point of repair in the form of the cost of repair.

22 1437. As a direct and proximate result of Ford's breach of express warranties, Tennessee
23 Plaintiff and the Tennessee Sub-Class Members have been damaged in an amount to be determined
24 at trial.

25 **FORTY-SEVENTH CAUSE OF ACTION**
26 **Breach of the Implied Warranty of Merchantability,**
27 **Tenn. Code §§ 47-2-314 and 47-2A-212**
28 **(On Behalf of the Tennessee Sub-Class)**

1438. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,

1 above.

2 1439. Tennessee Plaintiff brings this cause of action individually and on behalf of the
3 Tennessee Sub-Class Members.

4 1440. Ford is and was at all relevant times a “merchant” with respect to motor vehicles under
5 Tenn. Code §§ 47-2-104(1) and 47-2A-103(1)(t), and “seller” of motor vehicles under § 47-2-
6 103(1)(d).

7 1441. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
8 vehicles under Tenn. Code § 47-2A-103(1)(p).

9 1442. The Class Vehicles are and were at all relevant times “goods” within the meaning of
10 Tenn. Code §§ 47-2-105(1) AND 47-2A-103(1)(h).

11 1443. A warranty that the Class Vehicles were in merchantable condition and fit for the
12 ordinary purpose for which vehicles are used is implied by law under Tenn. Code §§ 47-2-314 and
13 47-2A-212.

14 1444. Ford knew or had reason to know of the specific use for which the Class Vehicles
15 were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through
16 authorized dealers, like those from whom Tennessee Plaintiff and Tennessee Sub-Class Members
17 bought or leased their vehicles, for the intended purpose of consumers purchasing the Vehicles.
18 Ford knew that the Class Vehicles would and did pass unchanged from Ford to the authorized
19 dealers to Tennessee Plaintiff and Tennessee Sub-Class Members, with no modification to the
20 defective Class Vehicles.

21 1445. Ford provided Tennessee Plaintiff and Tennessee Sub-Class Members with an implied
22 warranty that the Class Vehicles and their components and parts are merchantable and fit for the
23 ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their
24 ordinary purpose of providing reasonably reliable and safe transportation because, *inter alia*, the
25 Class Vehicles and their engines suffered from an inherent defect at the time of sale and thereafter
26 and are not fit for their particular purpose of providing safe and reliable transportation.

27 1446. This implied warranty included, among other things: (i) a warranty that the Class
28 Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable

1 for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their
2 intended use while the Class Vehicles were being operated.

3 1447. Contrary to the applicable implied warranties, the Class Vehicles at the time of sale
4 and thereafter were not fit for their ordinary and intended purpose of providing Tennessee Plaintiff
5 and the Tennessee Sub-Class Members with reliable, durable, and safe transportation. Instead, the
6 Class Vehicles were and are defective at the time of sale or lease and thereafter, as more fully
7 described above. Ford knew of this defect at the time these sale or lease transactions occurred.

8 1448. As a result of Ford's breach of the applicable implied warranties, Tennessee Plaintiff
9 and Tennessee Sub-Class Members suffered an ascertainable loss of money, property, and/or value
10 of their Class Vehicles. Additionally, as a result of the Engine Defect, Tennessee Plaintiff and
11 Tennessee Sub-Class Members were harmed and suffered actual damages in that the Class Vehicles
12 are substantially certain to fail before their expected useful life has run.

13 1449. Ford's actions, as complained of herein, breached the implied warranty that the Class
14 Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial
15 Code and relevant state law.

16 1450. Tennessee Plaintiff and Tennessee Sub-Class Members have complied with all
17 obligations under the warranty, or otherwise have been excused from performance of said
18 obligations as a result of GM's conduct described herein.

19 1451. Because Tennessee Plaintiff and the Tennessee Sub-Class Members purchased their
20 vehicles from an authorized Ford dealership, they are in privity with Defendant. Tennessee Plaintiff
21 and the Tennessee Sub-Class Members have had sufficient direct dealings with Ford and its agents
22 for the purposes of fulfilling its responsibilities under the express warranty (dealerships and
23 customer support personnel) to establish privity of contract between Ford, on one hand, and
24 Tennessee Plaintiff and the Tennessee Sub-Class Members, on the other hand. Furthermore, Ford
25 provided warranties directly to Tennessee Plaintiff and the Tennessee Sub-Class Members and
26 Tennessee Plaintiff and the Tennessee Sub-Class Members are the intended beneficiaries of Ford's
27 express and implied warranties. The dealers were not intended to be the ultimate consumers of their
28 vehicles and have no rights under the warranty agreements provided with provided with the Class

1 Vehicles; the warranty agreements were designed for and intended to benefit the consumer only.

2 1452. Nonetheless, privity is not required here because Tennessee Plaintiff and the
3 Tennessee Sub-Class Members are the intended third-party beneficiaries of contracts between Ford
4 and its dealerships. These contracts give the dealerships the right to sell Ford and Lincoln brand
5 vehicles, as well as service and perform warranty repairs on Ford's behalf. Tennessee Plaintiff and
6 the Tennessee Sub-Class Members are the beneficiaries of these contracts, because they are the
7 intended end-consumers and users of the products Ford distributes to its authorized dealerships.
8 Tennessee Plaintiff and the Tennessee Sub-Class Members also have the right to receive service
9 and warranty work at dealerships located more conveniently to them than Ford's headquarters.

10 1453. Tennessee Plaintiff and Tennessee Sub-Class Members were not required to notify
11 Ford of the breach because affording Ford a reasonable opportunity to cure its breach of warranty
12 would have been futile. Ford was also on notice of the Engine Defect from the complaints and
13 service requests it received from Tennessee Plaintiffs and the Class Members and through other
14 internal sources.

15 1454. Nonetheless, Tennessee Plaintiff and Tennessee Sub-Class Members provided notice
16 to Ford of the breach of express warranties when they took their vehicles to Ford-authorized
17 provider of warranty repairs. Tennessee Plaintiff also provided notice to Ford of its breach of
18 express warranty by letter dated August 26, 2022.

19 1455. As a direct and proximate cause of Ford's breach, Tennessee Plaintiff and Tennessee
20 Sub-Class Members suffered damages and continue to suffer damages, including economic
21 damages at the point of sale or lease and diminution of value of their Class Vehicles. Additionally,
22 Tennessee Plaintiff and Tennessee Sub-Class Members have incurred or will incur economic
23 damages at the point of repair in the form of the cost of repair as well as additional losses.

24 1456. As a direct and proximate result of Ford's breach of the implied warranty of
25 merchantability, Tennessee Plaintiff and Tennessee Sub-Class Members have been damaged in an
26 amount to be proven at trial.

FORTY-EIGHTH CAUSE OF ACTION
Violation of the Texas Deceptive Trade Practices Act
Tex. Bus. & Com. Code §§ 17.41, *et seq.*
(On behalf of the Texas Sub-Class)

1457. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426, above.

1458. Plaintiff David Gonzalez (“Texas Plaintiff”) brings this cause of action individually and on behalf of the members of the Texas Sub-Class.

1459. Texas Plaintiff and the Texas Sub-Class Members are individuals, partnerships, or corporations and therefore are “consumers” pursuant to the Texas Deceptive Trade Practices – Consumer Protection Act (“Texas DTAP”), Tex. Bus. & Com. Code § 17.45(4).

1460. Ford is a “person” within the meaning of the Texas DTAP, Tex. Bus. & Com. Code § 17.45(3).

1461. Ford engaged in “trade” or “commerce” within the meaning of Tex. Bus. & Com. Code § 17.45(a).

1462. The Texas DTPA prohibits “[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce,” Tex. Bus. & Com. Code § 17.46(a), and any “unconscionable action or course of action,” which means “an act or practice which, to a consumer’s detriment, takes advantage of the lack of knowledge, ability, experience, or capacity of the consumer to a grossly unfair degree.” Tex. Bus. & Com. Code §§ 17.45(5) & 17.50(a)(3). Ford engaged in unfair and deceptive practices, as well as unconscionable actions or course of action, that violated the Texas DTPA as described above.

1463. Ford participated in and engaged in deceptive business or trade practices prohibited by the Texas DTPA by failing to disclose and actively concealing that the Class Vehicles contained the Engine Defect, by marketing their Class Vehicles as safe and of high quality, and by presenting themselves as a reputable manufacturer that valued safety and stood behind its vehicles after they were sold.

1464. Ford knowingly and intentionally misrepresented and omitted material facts in connection with the sale or lease of the Class Vehicles by, among other things, failing to disclose

1 the Engine Defect; concealing the Engine Defect; by promoting and selling or leasing Class
2 Vehicles it knew were defective, including by marketing its vehicles as safe, reliable, easily
3 operable, efficient, and of high quality; presenting itself as a reputable manufacturer that valued
4 safety, reliability, performance and efficiency, and stood behind its vehicles after they were sold;
5 failing to make repairs or making repairs and providing replacements that caused Texas Plaintiff
6 and the Texas Sub-Class Members to experience repeated instances of failure, rendering the New
7 Vehicle Limited Warranty useless; and minimized the scope and severity of the problems with the
8 Class Vehicles, refusing to acknowledge that they are defective, and failing to provide adequate
9 relief to consumers. Ford misrepresented and omitted such material facts with the intent to mislead
10 Texas Plaintiff and the Texas Sub-Class Members about the true nature of the Class Vehicles.

11 1465. Ford systematically misrepresented, concealed, suppressed, or omitted material facts
12 relating to the Class Vehicles and Engine Defect in the course of its business.

13 1466. Ford also engaged in unlawful trade practices by employing deception, deceptive acts
14 or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact
15 with intent that others rely upon such concealment, suppression or omission, in connection with the
16 sale of the Class Vehicles.

17 1467. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's trade or
18 business, were capable of deceiving a substantial portion of the purchasing public, and imposed a
19 serious safety risk on the public.

20 1468. Ford knew that the Class Vehicles and their engines suffered from an inherent defect,
21 were defectively designed or manufactured, and were not suitable for their intended use.

22 1469. Ford knew or should have known that its conduct violated the Texas DTPA.

23 1470. Texas Plaintiff and the Texas Sub-Class Members reasonably relied on Ford's
24 misrepresentations and omissions of material facts in its advertisements of the Class Vehicles and
25 in the purchase of the Class Vehicles.

26 1471. Texas Plaintiff and the Texas Sub-Class Members had no way of discerning that
27 Ford's misrepresentations were false and misleading when they acquired their Class Vehicles
28 because Texas Plaintiff and the Texas Sub-Class Members did not have access to Ford's exclusive

1 and superior knowledge about the Class Vehicles' design and the Engine Defect.

2 1472. Had Texas Plaintiff and the Texas Sub-Class Members known that the Class Vehicles
3 contained and/or would exhibit the Engine Defect, they would not have purchased or leased the
4 Class Vehicles or would have paid less for them. Texas Plaintiff and the Texas Sub-Class Members
5 did not receive the benefit of their bargain as a result of Ford's misconduct.

6 1473. Ford owed Texas Plaintiff and the Texas Sub-Class Members a duty to disclose the
7 truth about the Engine Defect because Ford:

8 a. possessed exclusive and superior knowledge of the design and manufacture of
9 the Class Vehicles and the Engine Defect;

10 b. intentionally concealed the foregoing from Texas Plaintiff and the Texas Sub-
11 Class Members; and/or

12 c. made incomplete representations regarding the quality and durability of the
13 Class Vehicles, while purposefully withholding material facts from Texas Plaintiff and the Texas
14 Sub-Class Members that contradicted these representations.

15 1474. Due to Ford's specific and superior knowledge that the Engines in the Class Vehicles
16 will fail due to the Engine Defect, its false representations regarding the increased durability of the
17 Class Vehicles, and reliance by Texas Plaintiff and the Texas Sub-Class Members on these material
18 representations, Ford had a duty to disclose to Class members that the Engine Defect will cause
19 engine failure in Class Vehicles, that Class Vehicles do not have the expected durability, reliability,
20 and/or safety over other vehicles or of their predecessor engines, that failure of the Engines will
21 cause damage to Class Vehicle, and that Class members would be required to bear the cost of the
22 damage to their vehicles. Having volunteered to provide information to Texas Plaintiff and the
23 Texas Sub-Class Members, Ford had the duty to disclose not just the partial truth, but the entire
24 truth. These omitted and concealed facts were material because they directly impact the value of the
25 Class Vehicles purchased or leased by Texas Plaintiff and the Texas Sub-Class Members.
26 Longevity, durability, performance, and safety are material concerns to Ford consumers. Ford
27 represented to Texas Plaintiff and the Texas Sub-Class Members that they were purchasing or
28 leasing vehicles that were durable, reliable, safe, efficient, of high quality, and containing engines

1 of advanced and superior characteristics and technology as alleged throughout this Complaint, when
2 in fact it is only a matter of time before the engines fail due to the Engine Defect.

3 1475. Texas Plaintiff and the Texas Sub-Class Members suffered injury in fact to a legally
4 protected interest. As a result of Ford's conduct, Texas Plaintiff and the Texas Sub-Class Members
5 were harmed and suffered actual damages in the form of the costs of diagnosis and repair of their
6 vehicles, and the diminished value of their vehicles.

7 1476. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Texas
8 Plaintiff and the Texas Sub-Class Members suffered and will continue to suffer injury in fact and/or
9 actual damages.

10 1477. Defendant's violations present a continuing risk to Texas Plaintiff and the Texas Sub-
11 Class Members as well as to the general public. Defendant's unlawful acts and practices complained
12 of herein affect the public interest.

13 1478. As a proximate and direct result of Ford's unfair and deceptive trade practices, Texas
14 Plaintiff and members of the Texas Sub-Class purchased or leased Class Vehicles and suffered an
15 ascertainable loss and financial harm. These ascertainable losses include, among other things,
16 overpayment at the time of purchase or lease, the cost to repair the Engine Defect, replacement the
17 damaged related system components, diminution of Class Vehicle resale value, increased repair and
18 maintenance costs, and other substantial monetary damages and inconvenience.

19 1479. Pursuant to Tex. Bus. & Com. Code § 17.505, Texas Plaintiff provided notice of his
20 claim by letter dated August 26, 2022. Ford was also on notice of the Engine Defect from the prior
21 pre-suit notices from Plaintiffs, the complaints and service requests Ford received from consumers,
22 from repairs and/or replacements of the engines or components thereof, and through other internal
23 and external sources. Texas Plaintiff and members of the Texas Sub-Class seek all damages and
24 relief to which they are entitled because Ford failed to remedy its unlawful conduct within the
25 requisite time period.

26 1480. As a direct and proximate result of Ford's unfair or deceptive acts or practices
27 alleged herein, Texas Plaintiff and other members of the Texas Sub-Class suffered and will
28 continue to suffer actual damages and are entitled to recover actual damages to the extent

1 permitted by law, including class action rules, in an amount to be proven at trial. Pursuant to Tex.
2 Bus. & Com. Code § 17.50, Texas Plaintiff and the Texas Sub-Class seek an order enjoining
3 Ford's unfair and/or deceptive acts or practices, damages, multiple damages for knowing and
4 intentional violations (pursuant to § 17.50(b)(1)), punitive damages, and attorneys' fees, costs, and
5 any other just and proper relief available under the Texas DTPA.

6 **FORTY-NINTH CAUSE OF ACTION**
7 **Breach of Express Warranty,**
8 **Ohio Rev. Code Ann. § 1302.26, *et seq.***
9 **(On Behalf of the Ohio Sub-Class)**

10 1481. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
11 above.

12 1482. Plaintiff Kimberly Thomas ("Ohio Plaintiff") brings this count cause of action
13 individually and on behalf of the Ohio Sub-Class.

14 1483. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
15 Ohio Rev. Code Ann. §§ 1302.01(5) and 1310.01(A)(20), and a "seller" of motor vehicles under §
16 1302.01(4).

17 1484. With respect to leases, Ford is and was at all relevant times a "lessor" of motor
18 vehicles under Ohio Rev. Code Ann. § 1310.01(A)(20).

19 1485. The Class Vehicles are and were at all relevant times "goods" within the meaning of
20 Ohio Rev. Code Ann. §§ 1302.01(8) and 1310.01(A)(8).

21 1486. The engines were manufactured and/or installed in the Class Vehicles by Defendant
22 and are covered by the express warranty.

23 1487. Ford provided all purchasers and lessees of the Class Vehicles with the express
24 warranty described herein, which became a material part of the bargain.

25 1488. Ford provided all purchasers and lessees of Lincoln-branded Class Vehicles with the
26 Lincoln Warranty and all purchasers and lessees of Ford or Ford-branded Class Vehicles with the
27 Ford/Ford Warranty.

28 1489. Ford sold and leased the Class Vehicles with a written express warranty covering the
Vehicles for three years or 36,000 miles, whichever comes first.

1490. Ford’s New Vehicle Limited Warranty expressly states that Ford will “without charge, repair, replace, or adjust all parts on your vehicle that malfunction or fail during normal use during the applicable coverage period due to a manufacturing defect in factory-supplied materials or factory workmanship” so long as the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period. Ford further provides powertrain warranty coverage, which is applicable to “the Engine: all internal lubricated parts, cylinder block, cylinder heads, electrical fuel pump, powertrain control module, engine mounts, flywheel, injection pump, manifold (exhaust and intake), manifold bolts, oil pan, oil pump, seals and gaskets, engine thermostat, engine, thermostat housing, timing chain cover, timing chain (gears or belt), turbocharger/supercharger unit, valve covers, water pump,” as well as the components in the transmission, front-wheel drive, rear-wheel drive, and four-wheel/all-wheel drive. This coverage applies for 5 years or up to 60,000 miles, whichever comes first.

1491. For CPO Vehicles, Ford offers a limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

1492. Ford’s CPO Vehicle warranty states that a dealer will replace “all covered components . . . that are found to be defective in factory-supplied materials or workmanship during the applicable warranty periods.” The engine and its components—including the cylinder block and cylinder heads—are included in Ford’s list of “covered components.”

1493. Ford manufactured and/or installed the engines and the engines’ component parts in the Class Vehicles, and the engines and their component parts are covered by the express Warranties.

1494. The Engine Defect at issue in this litigation was present at the time the Class Vehicles left the possession of Ford and were sold or leased to Ohio Plaintiff and the Ohio Sub-Class Members.

1495. Ohio Plaintiff and the Ohio Sub-Class Members relied on Ford’s express warranties, which were a material part of the bargain, when purchasing or leasing their Class Vehicles.

1496. Under the express Warranties, Ford was obligated to correct the Engine Defect in the vehicles owned or leased by Ohio Plaintiff and the Ohio Sub-Class Members.

1 1497. Although Ford was obligated to correct the Engine Defect, none of the attempted fixes
2 to the engines are adequate under the terms of the Warranties, as they did not cure the defect.

3 1498. Ford breached the express Warranties by performing illusory repairs. Rather than
4 repairing the Class Vehicles pursuant to the express Warranties, Ford falsely informed Ohio Sub-
5 Class Members that there was no problem with their Class Vehicles, performed ineffective
6 procedures including software updates, and/or replaced defective components in the engines with
7 equally defective components, without actually repairing the Class Vehicles.

8 1499. Ford and its dealers, its agents for the purposes of providing repairs under warranty,
9 have failed and refused to conform the engines to the express Warranties. Ford's conduct, as
10 discussed throughout this Complaint, has voided any attempt on its part to disclaim liability for its
11 actions.

12 1500. Moreover, Ford's attempt to disclaim or limit these express Warranties vis-à-vis
13 consumers is unconscionable and unenforceable under the circumstances here. Specifically, Ford's
14 warranty limitation is unenforceable because it knowingly sold a defective product without
15 informing consumers about the defect.

16 1501. The time limits contained in Ford's warranty period were also unconscionable and
17 inadequate to protect Ohio Plaintiff and the Ohio Sub-Class Members. Among other things, Ohio
18 Plaintiff and the Ohio Sub-Class Members had no meaningful choice in determining these time
19 limitations, the terms of which unreasonably favored Ford. A gross disparity in bargaining power
20 existed between Ford and the Class members, and Ford knew or should have known that the Class
21 Vehicles were defective at the time of sale.

22 1502. Ohio Plaintiff and the Ohio Sub-Class Members have complied with all obligations
23 under the Warranties, or otherwise have been excused from performance of said obligations as a
24 result of Ford's conduct described herein.

25 1503. Ohio Plaintiff and the Ohio Sub-Class Members were not required to notify Ford of
26 the breach because affording Ford a reasonable opportunity to cure its breach of implied warranty
27 would have been futile. Ford was also on notice of the Engine Defect from the complaints and
28 service requests it received from Ohio Plaintiff and the Ohio Sub-Class Members, from repairs

1 and/or replacements of the engines or components thereof, and through other internal and external
2 sources.

3 1504. Nonetheless, Ohio Plaintiff provided notice to Ford of its breach of warranties by
4 letter dated September 1, 2022.

5 1505. Because Ford, through its conduct and exemplified by its own service bulletins, has
6 covered repairs of the Engine Defect if Ford determines the repairs are appropriately covered under
7 the Warranties, Ford cannot now deny that the Warranties cover the Engine Defect.

8 1506. Because Ford has not been able to remedy the Engine Defect, any limitation on
9 remedies included in the Warranties causes the Warranties to fail their essential purposes, rendering
10 them null and void.

11 1507. As a direct and proximate cause of Ford's breach, Ohio Plaintiff and the Ohio Sub-
12 Class Members suffered damages and continue to suffer damages, including economic damages at
13 the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Ohio Plaintiff
14 and the Ohio Sub-Class Members have incurred or will incur economic damages at the point of
15 repair in the form of the cost of repair.

16 1508. As a direct and proximate result of Ford's breach of express warranties, Ohio
17 Plaintiff and the Ohio Sub-Class Members have been damaged in an amount to be determined at
18 trial.

19 **FIFTIETH CAUSE OF ACTION**
20 **Breach of the Implied Warranty of Merchantability,**
21 **Ohio Rev. Code Ann. §§ 1302.27 and 1310.19**
(On Behalf of the Ohio Sub-Class)

22 1509. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
23 above.

24 1510. Ohio Plaintiff brings this cause of action individually and on behalf of the Ohio Sub-
25 Class.

26 1511. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under
27 Ohio Rev. Code Ann. §§ 1302.01(5) and 1310.01(A)(20), and a "seller" of motor vehicles under §
28 1302.01(4).

1 1512. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
2 vehicles under Ohio Rev. Code Ann. § 1310.01(A)(20).

3 1513. The Class Vehicles are and were at all relevant times “goods” within the meaning of
4 Ohio Rev. Code Ann. §§ 1302.01(8) and 1310.01(A)(8).

5 1514. A warranty that the Class Vehicles were in merchantable condition and fit for the
6 ordinary purpose for which vehicles are used is implied by law under Ohio Rev. Code Ann. §§
7 1302.27 and 1310.19.

8 1515. Ford knew or had reason to know of the specific use for which the Class Vehicles
9 were purchased or leased. Ford directly sold and marketed Class Vehicles to customers through
10 authorized dealers, like those from whom Ohio Plaintiff and members of the Ohio Sub-Class bought
11 or leased their vehicles, for the intended purpose of consumers purchasing the vehicles. Ford knew
12 that the Class Vehicles would and did pass unchanged from Ford to the authorized dealers to Ohio
13 Plaintiff and members of the Ohio Sub-Class, with no modification to the defective Class Vehicles.

14 1516. Ford provided Ohio Plaintiff and members of the Ohio Sub-Class with an implied
15 warranty that the Class Vehicles and their components and parts are merchantable and fit for the
16 ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their
17 ordinary purpose of providing reasonably reliable and safe transportation because, inter alia, the
18 Class Vehicles and their engines suffered from an inherent defect at the time of sale and thereafter
19 and are not fit for their particular purpose of providing safe and reliable transportation.

20 1517. This implied warranty included, among other things: (i) a warranty that the Class
21 Vehicles that were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable
22 for providing transportation; and (ii) a warranty that the Class Vehicles would be fit for their
23 intended use while the Class Vehicles were being operated.

24 1518. Contrary to the applicable implied warranties, the Class Vehicles at the time they left
25 the possession of Ford and thereafter were not fit for their ordinary and intended purpose of
26 providing Ohio Plaintiff and the Ohio Sub-Class Members with reliable, durable, and safe
27 transportation. Instead, the Class Vehicles were and are defective at the time they left the possession
28 of Ford and thereafter as more fully described above. Ford knew of this defect at the time the sale

1 or lease transactions occurred.

2 1519. As a result of Ford's breach of the applicable implied warranties, Ohio Plaintiff and
3 members of the Ohio Sub-Class suffered an ascertainable loss of money, property, and/or value of
4 their Class Vehicles. Additionally, as a result of the Engine Defect, Ohio Plaintiff and members of
5 the Ohio Sub-Class were harmed and suffered actual damages in that the Class Vehicles are
6 substantially certain to fail before their expected useful life has run.

7 1520. Ford's actions, as complained of herein, breached the implied warranty that the Class
8 Vehicles were of merchantable quality and fit for such use in violation of the Uniform Commercial
9 Code and relevant state law.

10 1521. Ohio Plaintiff and members of the Ohio Sub-Class have complied with all obligations
11 under the warranty, or otherwise have been excused from performance of said obligations as a result
12 of GM's conduct described herein.

13 1522. Privity is not required here because Ohio Plaintiff and members of the Ohio Sub-
14 Class's claims sound in tort. Alternatively, because Ohio Plaintiff and the Ohio Sub-Class Members
15 purchased their vehicles from an authorized Ford dealership, they are in privity with Defendant.
16 Ohio Plaintiff and the Ohio Sub-Class Members have had sufficient direct dealings with Ford and
17 its agents for the purposes of fulfilling its responsibilities under the express warranty (dealerships
18 and customer support personnel) to establish privity of contract between Ford, on one hand, and
19 Ohio Plaintiff and the Ohio Sub-Class Members, on the other hand. Furthermore, Ford provided
20 warranties directly to Ohio Plaintiff and the Ohio Sub-Class Members and Ohio Plaintiff and the
21 Ohio Sub-Class Members are the intended beneficiaries of Ford's express and implied warranties.
22 The dealers were not intended to be the ultimate consumers of their vehicles and have no rights
23 under the warranty agreements provided with provided with the Class Vehicles; the warranty
24 agreements were designed for and intended to benefit the consumer only.

25 1523. Nonetheless, privity is not required here because Ohio Plaintiff and the Ohio Sub-
26 Class Members are the intended third-party beneficiaries of contracts between Ford and its
27 dealerships. These contracts give the dealerships the right to sell Ford and Lincoln brand vehicles,
28 as well as service and perform warranty repairs on Ford's behalf. Ohio Plaintiff and the Ohio Sub-

1 Class Members are the beneficiaries of these contracts, because they are the intended end-consumers
2 and users of the products Ford distributes to its authorized dealerships. Ohio Plaintiff and the Ohio
3 Sub-Class Members also have the right to receive service and warranty work at dealerships located
4 more conveniently to them than Ford's headquarters.

5 1524. Ohio Plaintiff and members of the Ohio Sub-Class were not required to notify Ford
6 of the breach because affording Ford a reasonable opportunity to cure its breach of warranty would
7 have been futile. Ford was also on notice of the Engine Defect from the complaints and service
8 requests it received from Ohio Plaintiff and the Class Members and through other internal sources.

9 1525. Nonetheless, Ohio Plaintiff and members of the Ohio Sub-Class provided notice to
10 Ford of the breach of express warranties when they took their vehicles to Ford-authorized provider
11 of warranty repairs. Ohio Plaintiff also provided notice to Ford of its breach of express warranty
12 by letter dated September 1, 2022.

13 1526. As a direct and proximate cause of Ford's breach, Ohio Plaintiff and members of the
14 Ohio Sub-Class suffered damages and continue to suffer damages, including economic damages at
15 the point of sale or lease and diminution of value of their Class Vehicles. Additionally, Ohio Plaintiff
16 and members of the Ohio Sub-Class have incurred or will incur economic damages at the point of
17 repair in the form of the cost of repair as well as additional losses.

18 1527. As a direct and proximate result of Ford's breach of the implied warranty of
19 merchantability, Ohio Plaintiff and members of the Ohio Sub-Class have been damaged in an
20 amount to be proven at trial.

21 **FIFTY-FIRST CAUSE OF ACTION**
22 **Violation of the Magnuson-Moss Warranty Act,**
23 **15 U.S.C. §§ 2301, *et seq.***

24 1528. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-426,
25 above.

26 1529. Plaintiffs bring this cause of action individually.

27 1530. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue
28 of 28 U.S.C. §§ 1332(a) and (d).

1531. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss Warranty Act,

1 15 U.S.C. § 2301(3).

2 1532. Ford is a “supplier” and “warrantor” within the meaning of the Magnuson-Moss
3 Warranty Act, 15 U.S.C. 2301(4)-(5).

4 1533. The Class Vehicles are “consumer products” within the meaning of the Magnuson-
5 Moss Warranty Act, 15 U.S.C. § 2301(1).

6 1534. 15 U.S.C. § 2301(d)(1) provides a cause of action for any consumer who is damaged
7 by the failure of a warrantor to comply with a written warranty.

8 1535. In its Limited Warranty, Ford expressly warranted that it would repair or replace
9 defects in material or workmanship free of charge if those defects became apparent during the
10 warranty period.

11 1536. Ford’s Limited Warranty is a written warranty within the meaning of the Magnuson-
12 Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles’ implied warranty of merchantability
13 is covered by 15 U.S.C. 2301(7).

14 1537. With respect to Plaintiffs’ purchases of the Class Vehicles, the terms of Ford’s written
15 warranty and implied warranty became part of the basis of the bargain between Ford, on the one
16 hand, and Plaintiffs, on the other.

17 1538. Ford breached the implied warranty of merchantability. Without limitation, the Class
18 Vehicles have engines that leak coolant, overheat, fail, and in some instances catch fire, as described
19 above, and which thus render the Class Vehicles unmerchantable.

20 1539. Ford breached its express Limited Warranty by refusing to repair the defective engines
21 in the Class Vehicles. Plaintiffs presented their vehicles for repair and Ford failed to remedy the
22 Engine Defect, whether by refusing to repair or replace the engine, providing ineffective repairs,
23 installing another engine with the same Engine Defect, or otherwise.

24 1540. Plaintiff Miller, individually and on behalf of the members of the proposed Class,
25 notified Ford of the Engine Defect in the Class Vehicles, and its corresponding breach of warranty,
26 through a notice letter delivered by courier on July 10, 2020 to Ford’s registered agent in Plymouth,
27 Michigan. Ford acknowledged receipt through a response letter from its counsel, dated August 7,
28 2020.

1 1541. Ford was also provided notice of the defect through thousands of consumer
2 complaints and information about service repairs from its dealerships. Ford has not remedied the
3 breach.

4 1542. Further, Ford has refused to provide an adequate warranty repair for the Engine
5 Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers
6 that have presented their vehicles for warranty repair due to engine overheating, smoke emission,
7 and engine failure have simply been provided either coolant sensors, replacement parts that do
8 nothing to fix the Engine Defect, or replacement defective engines.

9 1543. At the time of sale or lease of each Class Vehicle, Ford knew, should have known, or
10 was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but
11 nonetheless failed to rectify the situation and/or disclose the Engine Defect. Under the
12 circumstances, the remedies available under any informal settlement procedure would be inadequate
13 and futile, and any requirement that Plaintiffs resort to an informal dispute resolution procedure
14 and/or afford Ford a reasonable opportunity to cure its breach of warranties is excused and thus
15 deemed satisfied.

16 1544. The amount in controversy of Plaintiffs' individual claims meet or exceed the sum of
17 \$25. The amount in controversy in this action exceeds the sum of \$50,000, exclusive of interest and
18 costs, computed on the basis of all claims to be determined in this lawsuit.

19 1545. As a direct and proximate result of Ford's breaches of its Limited Warranty and the
20 implied warranty of merchantability, Plaintiffs have sustained damages in an amount to be
21 determined at trial.

22 1546. Plaintiffs seek all damages permitted by law, including the diminution in value of their
23 vehicles, in an amount to be proven at trial.

24 **X. PRAYER FOR RELIEF**

25 1547. Plaintiffs on behalf of themselves, and all others similarly situated, request the Court
26 to enter judgment against Ford, as follows:

27 a. an order certifying the proposed Class, any appropriate subclasses, and any
28 appropriate classes with respect to particular issues, designating Plaintiffs as named representatives

of the Class, and designating the undersigned as Class Counsel;

b. a declaration that the EcoBoost engines in the Class Vehicles are defective;

c. a declaration that Ford is financially responsible for notifying all Class Members about the defective nature of the Class Vehicles;

d. an order enjoining Ford from further deceptive distribution, sales, and lease practices with respect to the Class Vehicles;

e. an order requiring Ford to permanently repair Class Vehicles, within a reasonable time period and at no cost to Class Members, so that they no longer possess the Engine Defect;

f. an award to Plaintiffs and Class Members of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;

g. an award of attorneys' fees and costs, under Cal. Code Civ. Proc. § 1021.5, 15 U.S.C. § 2310(d)(1), and as otherwise allowed by law;

h. an award of pre-judgment and post-judgment interest, as provided by law; and

i. such other relief as may be appropriate under the circumstances.

XI. DEMAND FOR JURY TRIAL

1548. Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable of right.

Dated: September 28, 2022.

Respectfully submitted,

/s/Laura E. Goolsby

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10 *Attorneys for Plaintiffs and the*
11 *Proposed Classes and Subclasses*
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EXHIBIT 1

1 I, Vanessa Miller, under penalty of perjury, do hereby state as follows:

2 1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class
3 Representative in the above-entitled action. This Declaration, which is based on my personal
4 knowledge of the facts stated herein, is submitted in support of the Class Action Complaint filed
5 concurrently herewith, pursuant to Cal. Civ. Code § 1780(d).
6

7 2. As Named Plaintiff, I bring this action for money damages, equitable relief, and
8 restitution on behalf of myself and all similarly situated individuals and entities who were harmed
9 by the practices described in the Complaint.

10 3. As detailed in the Complaint, I reside in the Eastern District of California,
11 purchased my vehicle in the Eastern District of California, and a substantial portion of the events
12 detailed in the Complaint took place in the Eastern District of California. Furthermore,
13 Defendant conducts substantial business in, and has gained substantial benefit from doing
14 business in the Eastern District of California.
15

16 I declare that the foregoing is true and correct. Executed in Sacramento, California, on
17 September 4, 2020.

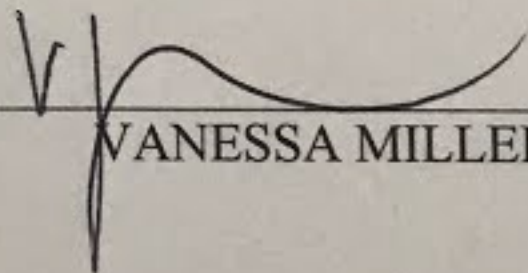
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EXHIBIT 2

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
1	10480692	FORD	ESCAPE	2013	1.6	ROANOKE	VA	1FMCU0HX0DU	10/16/2012	MY 2013 FORD ESCAPE, 1.6 LITER ENGINE, HAD 3 RECALLS, (TWO WERE ENGINE FIRE RELATED). ALL 3 RECALL REPAIRS WERE DONE BY THE LOCAL FORD DEALER, SALEM, VA. WE PICKED VEHICLE UP AFTER THIRD RECALL WORK HAD BEEN DONE ON 9/17/12. WE ASSUMED THE RECALL WORK WAS DONE CORRECTLY, AND THAT FORD'S "FIX" WORKED CORRECTLY. ON 9/21/12 WE WERE TRAVELING EAST AT 65 MPH IN THE RIGHT LANE ON I-64 NEAR CHARLOTTESVILLE, VA. IT WAS ABOUT 1 PM IN THE AFTERNOON. THERE WAS A "POP" SOUND IN THE ENGINE AREA. INSTANTLY, THE ACCELERATOR HAD NO RESPONSE, THE HIGH ENGINE TEMPERATURE WARNING LIGHT CAME ON, AND THEN ALL WARNING LIGHTS, GAUGES, & TACHOMETER ALL WENT DEAD. LUCKILY, WE WERE ADJACENT TO AN EXIT RAMP, AND WE COASTED TO A STOP ON RTE 20/53. IMMEDIATELY, WHITE STEAM CAME OUT OF THE ENGINE COMPARTMENT. KNOWING THE THIRD RECALL DEALT WITH THE "RISK OF ENGINE FIRES", WE GOT OUT, AND MOVED WELL AWAY FROM THE VEHICLE. WITHIN MINUTES, BROWN, OILY SMOKE CAME OUT FROM UNDER THE HOOD. THEN FLAMES CAME OUT FROM UNDER THE HOOD, AT THE WINDSHIELD AND OUT THE SIDES OF THE ENGINE COMPARTMENT. THEN THE CAR BURST INTO FLAMES AND WAS DESTROYED. PICTURES WERE TAKEN OF THE VEHICLE ON FIRE, AND AFTER IT WAS OUT, WITH A CELL PHONE. AFTER THE FIRE WAS OUT, THE VEHICLE WAS TAKEN TO THE FORD DEALER IN CHARLOTTESVILLE, VA.. WE WERE TOLD THE INSURANCE COMPANY HAD RETAINED A FIRE INSPECTOR TO LOOK AT THE CAR, AND ASK ME QUESTIONS, WHICH HE DID. LATER THE INSPECTOR SAID THE INSURANCE COMPANY DID NOT REQUIRE A REPORT. WE FEEL WE ARE LUCKY TO BE ALIVE! *TR
2	10487483	FORD	FUSION	2013	1.6	HARLEYSVILLE	PA	3FA6P0HRXDR	12/5/2012	I WAS TRAVELING AT ABOUT 40MPH AND A MESSAGE FLASHED ON MY GAUGE STATING SOMETHING TO THE EFFECT ENGINE LOWER TEMP. I CONTINUED TO DRIVE THE CAR AND MESSAGE WENT AWAY. I LATER FOUND OUT THAT MY CAR HAD BEEN RECALLED FOR POSSIBLE FIRE DUE TO ENGINE OVERHEATING. I ASSUME THAT THIS MESSAGE IS THE PRE-CURSOR TO WHAT COULD BE A POSSIBLE FIRE. I TOOK MY CAR TO THE FORD DEALERSHIP AND I AM AWAITING A RESPONSE FROM FORD ON A POSSIBLE FIX. THE CAR WAS ONLY 1 WEEK OLD. I HAVE REQUESTED FORD TO TAKE THE CAR BACK AND GET INTO A NON-AFFECTED ENGINE TYPE. *TR
3	10489016	FORD	ESCAPE	2013	N/A	SHELBY TOWNS	MI	N/A	12/17/2012	DURING THE LATEST RECALL FOR THE FORD ESCAPE 2013 WITH 1.6L ECOBOOST ENGINE, THE DEALER FOUND OTHER ISSUES OUTSIDE THE SOFTWARE UPDATE TO PREVENT OVERHEATING OF THE ENGINE. THE DEALER ALSO STATED THERE IS A FUEL BRIDGE ISSUE OR SOME KIND OF LEAK, IF FORD KNOWS ABOUT THESE ISSUES WHY WE DON'T HEAR ABOUT THEM ON THE RECALL, THEY ARE EAGER TO FIX THE ISSUE, SO IT LEADS ME TO BELIEVE THEY ARE HIDING OTHER ISSUES WITH THE ENGINE FIRES. DOES NHTSA KNOWS ABOUT THESE OTHER ISSUES? I AM PUSHING FOR FORD TO FIX MY CAR OR BUY IT BACK. IT LEADS ME TO BELIEVE THIS IS NOT A SIMPLE SOFTWARE FIX LIKE THEY ARE TALKING ABOUT IN THE MEDIA. I HOPE NHTSA IS PUSHING FORD TO COME CLEAN AND TELL THE FULL STORY, BEFORE SOMEBODY GETS HURT. ARE THEY JUST TRYING TO BUY TIME, NOT SURE WHY IS TAKING SO LONG FOR MY CAR TO GET FIX WHEN THEY ARE SAYING IS JUST HALF DAY FIX. THEN TODAY THEY SAID IS SOME LIKE AND THEY EVEN MENTION THE FUEL BRIDGE, WHAT IS THE TRUE STORY? *TR
4	10505960	FORD	ESCAPE	2013	1.6	WEST LAFAYETTE	IN	1FMCU9GX8	4/11/2013	VEHICLE REPORTED ENGINE TEMPERATURE TOO HIGH AND THAT I SHOULD PULL OVER SAFELY. THIS IS THE SAME ENGINE OVERHEATING / FIRE HAZARD PROBLEM SUPPOSEDLY FIXED DURING DECEMBER 2012 RECALL. *TR
5	10513837	FORD	ESCAPE	2013	1.6	CYPRESS	TX	1FMCU0HX3DU	5/28/2013	WAS DRIVING DOING 40MPH WHEN OUT OF NO WHERE I RECEIVED A MESSAGE INSTRUCTING ME TO IMMEDIATELY PULL VEHICLE OVER AND SHUT DOWN DUE TO ENGINE OVERHEATING. NEVER RECEIVED A "LOW COOLANT" LIGHT, JUST A SUDDEN WARNING TO PULL OVER. HAD TO BE TOWED FROM THE INCIDENT. LUCKILY NO ONE WAS INJURED AND THERE WERE NO ACCIDENTS AS IT WAS A TWO LANE, ONE WAY, STREET WITH NO SHOULDERS. OPENED THE HOOD AND I HAD ABSOLUTELY NO ENGINE COOLANT. ALSO NOTICED THAT THE ENGINE WAS IN FACT VERY HOT. I AM CONCERNED THAT THIS HAS CAUSED ENGINE DAMAGE ON MY BRAND NEW VEHICLE. *TR
6	10521995	FORD	ESCAPE	2013	1.6	PALO ALTO	CA	1FMCU9GX2DU	6/26/2013	MY CAR HAS OVERHEATED TWICE AFTER THE RECALL FIX. MY COOLANT WAS VIOLENTLY BOILING OVER. MY TRANSMISSION IS ALSO GROSSLY SHIFTING INCORRECTLY. I ALMOST GOT HIT BY ANOTHER CAR WHEN I WAS TRYING TO MERGE ONTO THE FREEWAY SINCE IT WASN'T GOING TO THE NEXT GEAR. THE TRANSMISSION REDLINED AND THEN SHIFTED. I CHECKED MY OBT AND I'M NOT GETTING ANY CODES FOR THESE PROBLEMS. I'M NOT SURE WHAT TO DO ANYMORE SINCE ANYTIME I'VE BROUGHT MY CAR IN THEY HAVEN'T FOUND ANY ISSUES. I'VE BROUGHT MY CAR IN SEVERAL TIMES ABOUT THE ENGINE AND TRANSMISSION AND NO ISSUES HAVE BEEN FOUND. I DRIVE THROUGH THE SANTA CRUZ MOUNTAINS EVERY WEEK AND I'M AFRAID ONE DAY MY ENGINE WILL CATCH ON FIRE (HILLY ROADS AND LOW SPEEDS CAUSE THE ENGINE TO RUN HOT). IT WOULD BE DISASTROUS FOR THE STATE OF CALIFORNIA IF A WILDFIRE WAS STARTED DUE TO THIS CAR. *TR
7	10536676	FORD	ESCAPE	2013	1.6	FORT DICK	CA	1FMCU0GX1DU	8/22/2013	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE DRIVING AT AN UNKNOWN SPEED, THE DRIVER BEGAN TO SMELL AN ELECTRICAL BURNING ODOR. THE VEHICLE WAS STOPPED ON THE SHOULDER AND BEFORE THE KEYS WERE REMOVED FROM THE IGNITION, FLAMES ENGULFED THE VEHICLE. THE CONTACT WAS ABLE TO EXIT THE VEHICLE WITHOUT INJURY. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 15,617.
8	10549427	FORD	FUSION	2013	1.6	KEARNEY	MO	3FA6P0HR1DR	10/24/2013	I WAS DRIVING MY 2013 1.6 LITER FORD FUSION ON 10/23/2013 AND THE ENGINE OVERHEATED. MY VEHICLE HAD TO BE TOWED TO THE DEALERSHIP. I LOOKED UP MY VIN NUMBER ON FORD BECAUSE AFTER THIS ALL HAPPENED I HEARD ABOUT FUSIONS BEING RECALLED FOR THIS SAME PROBLEM. ACCORDING TO FORD MY VIN NUMBER MY WAS NOT UNDER THE RECALLED FORD FUSIONS THAT HAD THE OVERHEATING PROBLEM. THE DEALERSHIP SAID THAT THE COOLANT HAD LEAKED INTO THE ENGINE AND HAD CAUSED IT TO OVERHEAT. THIS SOUNDS EXACTLY LIKE THE RECALL TO ME. I HAD NO IDEA ABOUT THE RECALL UNTIL AFTER THIS HAPPEN TO ME SO I DIDN'T GET OUT OF MY CAR. MY CAR COULD OF HAD AN ENGINE FIRE LIKE SOME OF THE RECALLED ONES HAVE HAD. I AM VERY UPSET WITH FORD. I BELIEVE THAT THEY STILL HAVE A PROBLEM AND MORE FUSIONS NEED TO BE RECALLED. IT IS SAD THAT FORD IS SELLING THESE CARS TO PEOPLE AND THEY COULD STILL BE UNSAFE. *TR
9	10552925	FORD	ESCAPE	2013	1.6	PALO ALTO	CA	1FMCU9GX2DU	11/19/2013	MY CAR IS STILL OVERHEATING AFTER BRINGING IT INTO THE DEALER 6 TIMES. THEY HAVE DONE THE RECALL FIX TWICE NOW. THERE APPEARS TO BE SMOKE COMING OUT OF MY HOOD NOW WITH A BURNT SMELL. THE BURNING AND COOLANT SMELL IS TRIGGERING MY ASTHMA WHILE DRIVING. *TR
10	10556079	FORD	ESCAPE	2013	1.6	DAYTONA BEACH	FL	1FMCU0GX8DU	12/14/2013	ON 12/14/13 AT APPROX 6:55PM I WAS TRAVELING AT 40MPH. I HEAR DING DING DING AND NOTICED MY VEHICLE IS LOSING SPEED AND IMMEDIATELY LOOKING AT GAUGES MY TEMP GAUGE IS ON HOT. ERROR MESSAGE DISPLAYS HIGH TEMP, SLOW DOWN, STOP SAFELY, ENGINE SPEED HAS BEEN REDUCED.!! I WAS SO ALARMED AT WHAT WAS HAPPENING HAD I THOUGHT QUICKER I SHOULD HAVE TAKEN A PICTURE WITH MY PHONE OF THE MESSAGE. I WAS ON A HIGHWAY WHERE I COULD NOT GET OFF THE ROAD, ONLY SLOW DOWN AND PULL TO THE RIGHT. I GOT STOPPED AND SHUT CAR OFF. WAITED A FEW MINUTES AND STARTED CAR BACK UP. MESSAGE INSTRUMENT DISPLAYS THE SAME MESSAGE. THEN MESSAGE DISAPPEARS AND I DRIVE TO MY DESTINATION 3 MILES AWAY VERY SLOW . REACHING MY DESTINATION I GET OUT OF THE VEHICLE AND THE SMELL OF ENGINE COOLANT IS VERY STRONG. NO LEAKS OF ANY KIND OBSERVED. IT HAS NOW BEEN 15 MINUTES LATER AND THE SMELL OF ENGINE COOLANT IS STILL VERY PUNGENT. I HAD CONTACTED THE DEALERSHIP THIS PAST WEEK ON MONDAY 12/9/13 REGARDING THE SMELL OF COOLANT AND A RECALL I WAS TOLD ABOUT. I WAS ADVISED BY THE SERVICE ADVISOR FOR THE RECALL PARTS WERE NOT YET AVAILABLE AND TO CONTINUE DRIVING THE VEHICLE AND IF I ENCOUNTERED A ISSUE TO IMMEDIATELY STOP DRIVING THE VEHICLE AND HAVE IT TOWED TO THERE FACILITY AND I WOULD BE PLACED IN A LOANER VEHICLE UNTIL MY CAR WAS FIXED. NOW AT THIS POINT I DO NOT FEEL SAFE TO CONTINUE DRIVING THIS VEHICLE. THE RECALL I WAS INFORMED ABOUT IS RELATED TO A ENGINE OVERHEATING ISSUE AND POSSIBLE FIRE COULD RESULT DUE TO SOMETHING WITH OIL. PLEASE HELP. THIS ISSUE WAS WITNESSED BY MY PASSENGER. *TR
11	10561719	FORD	ESCAPE	2013	1.6	ASHLAND CITY	TN	1FMCU0GX9DU	1/27/2014	I PURCHASED MY 2013 FORD ESCAPE IN SEPT 2012. SINCE THAT TIME THE VEHICLE HAS BEEN RECALLED 5 TIMES FOR FIRE HAZARDS. I HAVE TAKEN IT IN TWICE FOR THE SMELL OF ANTIFREEZE AND A CHECK ENGINE LIGHT. I WAS TOLD THE SMELL WAS MY AIR FRESHENER, I THEN TOOK IT BACK A SECOND TIME WITH THE CHECK ENGINE LIGHT ON AND HAS A SENSOR REPLACED THAT I WAS TOLD WOULD BE THE REASON I WAS SMELLING ANTIFREEZE. IT HAS BEEN RECALLED SEVERAL TIMES FOR FIRE HAZARDS THAT ARE VERY SIMILAR TO THE CURRENT RECALL. I AM VERY CONCERNED ABOUT THE MULTITUDE OF RECALLS FOR FIRE HAZARDS ON THIS CAR. I DRIVE A LOT OF MILES AS I AM A HOME HEALTH CARE NURSE AND ARE FREQUENTLY IN VERY RURAL AREAS. MY CONCERN IS THIS,1. HOW CAN I TRUST THAT MY VEHICLE WILL SAFELY GET ME TO MY TWO JOBS. 2. THE NUMBER OF RECALLS FOR FIRE HAZARDS LETS ME KNOW THAT THEY HAVE NOT PROPERLY FIXED MY CAR IN THE PAST RECALLS. 3. I AM A MOTHER OF A CHILD THAT IS VERY INVOLVED IN SPORTS THAT REQUIRES ME TO TRANSPORT MANY TEENAGERS TO MULTIPLE MEETS, SOME MANY MILES FROM HOME. I HAVE TALKED TO FORD MOTOR COMPANY WITH MY CONCERNS AND THEY HAVE ONLY TOLD ME THAT THERE IS NOTHING I CAN DO ABOUT THIS. THEY HAVE NO SOLUTION TO THIS AND STATED THAT I COULD NOT FILE LEMON LAW BECAUSE IN TN IT HAS TO BE IN THE SHOP FOR MORE THAT 30 DAYS. I ASKED IF THEY WOULD REPLACE IT WITH A .2.0 LITER CAR AS THEY HAVE NOT HAD THE RECALLS THAT MY CURRENT 1.6L HAS BUT I WAS LAUGHED AT. I AM VERY CONCERNED ABOUT MY AND MY FAMILIES SAFETY. *TR

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
12	10561776	FORD	ESCAPE	2013	1.6	GENESEO	NY	1FMCU0HX7DU	1/28/2014	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 60 MPH, THERE WAS AN ABNORMAL BURNING RUBBER SMELL FROM THE VEHICLE AS THE HIGH TEMPERATURE HIGH WARNING DISPLAY LIGHT ILLUMINATED. THE CONTACT MENTIONED THAT THE VEHICLE WAS PREVIOUSLY REPAIRED UNDER NHTSA CAMPAIGN NUMBER: 13V583000 (ENGINE). THE VEHICLE WAS TOWED TO A DEALER WHERE IT WAS DIAGNOSED THAT THE ENGINE NEEDED TO BE REPLACED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE VEHICLE WAS NOT REPAIRED. THE APPROXIMATE FAILURE AND CURRENT MILEAGE WAS 13,000. ...UPDATED 02-28-14 *BF THE COMPUTER SYSTEM BEGAN REDUCING SPEED AND THE GAS PEDAL COULD NOT PRODUCE ACCELERATION. THERE WAS A BURNING RUBBER SMELL AND THE VEHICLE WOULD NO LONGER MOVE FORWARD. THE VEHICLE WAS TOWED TO THE DEALER, WHERE THE DEALER DETERMINED THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS RECALLED AND SERVICED IN DECEMBER 2012. THERE WAS SEVERE ENGINE OVERHEATING AND FLUID LEAKS COMING FROM THE VEHICLE. UPDATED 03/18/14
13	10566168	FORD	ESCAPE	2013	N/A	ALPINE	CA	N/A	2/26/2014	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT RECEIVED NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING) AND STATED THAT THE RECALL HAD SURPASSED A REASONABLE TIME FOR REPAIR. THE CONTACT TOOK THE VEHICLE TO THE DEALER TO BE DIAGNOSED, AND WAS ADVISE THAT THE PART WAS NOT AVAILABLE FOR REPAIR. THE MANUFACTURER WAS CONTACTED AND COULD NOT ADVISE WHEN THE PART WOULD BECOME AVAILABLE. THE CONTACT ALSO MENTIONED THAT WHILE DRIVING 70 MPH, COOLANT BEGAN LEAKING AND CAUSED THE ENGINE TO SEIZE. THE VEHICLE WAS NOT REPAIRED. THE APPROXIMATE FAILURE MILEAGE WAS 1,500. THE VIN WAS NOT AVAILABLE.
14	10573063	FORD	ESCAPE	2013	1.6	TOMS RIVER	NJ	1FMCU9GX3DU	3/18/2014	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE IDLING AT A STOP LIGHT, THE VEHICLE BEGAN TO OVERHEAT AS THE CHECK ENGINE LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER FOR INSPECTION WHERE THEY STATED THAT THE COOLANT HOSE ASSEMBLY NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED BUT THE CHECK ENGINE LIGHT ILLUMINATED AGAIN. THE VEHICLE WAS TAKEN BACK TO THE DEALER WHERE THEY STATED THAT THERE WAS COOLANT IN CYLINDER 4 AND THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 14,000.
15	10575020	FORD	ESCAPE	2013	1.6	MOUNT VERNON	NY	1FMCU9GX5DU	3/26/2014	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 40 MPH, SMOKE WAS SEEN COMING FROM UNDER THE HOOD. THE CONTACT EXITED THE VEHICLE AND MOMENTS LATER, FLAMES HAD ENGULFED THE VEHICLE. THE FIRE DEPARTMENT WAS CALLED TO THE SCENE AND EXTINGUISHED THE FIRE . THE VEHICLE WAS DESTROYED DURING THE INCIDENT AND A POLICE REPORT WAS FILED AT THE SCENE. THE VEHICLE WAS NOT DIAGNOSED TO DETERMINE THE CAUSE OF THE FIRE. THE MANUFACTURER WAS NOTIFIED BUT NO SOLUTION WAS OFFERED. THE FAILURE MILEAGE WAS 33,000.
16	10575270	FORD	ESCAPE	2013	1.6	PALO ALTO	CA	1FMCU9GX2DU	3/27/2014	WHEN I TRIED AGAIN TO START UP MY CAR TODAY, THE POWERTRAIN WAS PRODUCING SMOKE. FORD AGREED TO BUYBACK MY CAR IN MID DECEMBER 2013 BUT THEY HAVE STILL NOT BEEN FOLLOWING THROUGH ON THEIR WRITTEN CONTRACT. I HAVE CONTACTED FORD'S RAV DEPT ALONG WITH EMAILING FORD'S TIER1 CUSTOMER SUPPORT EVERYTIME MY CAR HAS CAUGHT ON FIRE. I HAVE ALSO LET THE DEALER KNOW OF MY ISSUES. I HAVE TWEETED TO @FORD, @FORDSERVICE, @FORDESCAPE ABOUT MY CAR. THEY ARE AWARE MY CAR'S OVERHEATING AND TRANSMISSION ISSUES. NO ONE FROM FORD HAS OFFERED TO PUT ME IN A LOANER CAR WHILE THEY TRY TO REISSUE MY 'LOST' BUYBACK CHECK. THEY'D RATHER ME DRIVE AROUND A CAR THAT CATCHES ON FIRE. I SUSPECT THEY ARE TRYING TO HIT A QUARTERLY GOAL AND ARE STALLING TO Q2. I PAID CASH FOR MY CAR SO I'M SURE MY BUYBACK IS IMPACTING THEIR BUDGETING. THE SMOKE FROM THE POWERTRAIN TRIGGERED MY ASTHMA. *TR
17	10579216	FORD	ESCAPE	2013	1.6	WYNTOTE	PA	1FMCU0GX8DU	4/11/2014	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 50 MPH, SMALL FLAMES EMITTED FROM THE ENGINE COMPARTMENT. THE VEHICLE WAS MOVED TO THE SHOULDER AND WAS SHUT DOWN. THE VEHICLE WAS TAKEN TO THE DEALER WHO REPAIRED THE VEHICLE. THE CONTACT MENTIONED THAT THE FAILURE CONTINUED AFTER THE REPAIR. THE CONTACT WAS UNSURE OF THE EXACT REPAIRS. THE MANUFACTURER WAS CONTACTED ABOUT THE FAILURE AND INFORMED THE CONTACT THAT THE VEHICLE WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER 13V583000 (ENGINE). THE FAILURE MILEAGE WAS NOT AVAILABLE.
18	10585124	FORD	ESCAPE	2013	1.6	FAIRHOPE	AL	1FMCU0HX1DU	4/27/2014	ENGINE CAUGHT FIRE DUE TO A FORD RECALL NOTICE, BURNING VEHICLE. VEHICLE IS A TOTAL LOSS. FORD DID NOT HAVE THE REPLACEMENT PARTS AVAILABLE TO REPAIR THE VEHICLE AT THE TIME OF LOSS. AS OF THIS DATE (APRIL 26) FORD HAS NOT ACCEPTED RESPONSIBILITY FOR THIS FIRE LOSS. *TR
19	10587496	FORD	ESCAPE	2013	1.6	HOPE MILLS	NC	1FMCU0GX0DU	5/9/2014	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED WHILE DRIVING APPROXIMATELY 40 MPH, THE CONTACT WAS ADVISED BY ANOTHER DRIVER THAT SMOKE EMITTED FROM UNDERNEATH THE VEHICLE. THE VEHICLE WAS MANEUVERED TO THE SIDE OF THE ROAD WHERE FLAMES WERE SEEN FROM UNDER THE HOOD. WHEN THE CONTACT MOVED AWAY FROM THE VEHICLE IT EXPLODED. THERE WERE NO INJURIES. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC. THE MANUFACTURER WAS NOTIFIED OF THE DEFECT. THE APPROXIMATE FAILURE MILEAGE WAS 27,000. RK
20	10588578	FORD	ESCAPE	2013	2	RALEIGH	NC	1FMCU0G96DU	5/15/2014	THE "ENGINE FAULT, SERVICE NOW" LIGHT CAME ON AND THE CAR WOULD NOT ACCELERATE. I HAD TO PULL OVER AND HIT OK IN ORDER TO TURN OFF VEHICLE. WHEN I GOT OUT OF THE CAR IT SMELLED LIKE BURNING IN THE ENGINE. AFTER RESEARCHING THIS ONLINE IT IS WORRISOME THAT THIS IS NOT PART OF A RECALL YET. IT SEEMS THERE ARE MANY OF THESE ESCAPES WITH THE SAME ISSUE, SOME CATCHING FIRE. PLEASE ADVISE! *TR
21	10593052	FORD	ESCAPE	2013	1.6	HELOTES	TX	1FMCU0GXXDU	6/17/2014	2013 FORD ESCAPE. CONSUMER WRITES IN REGARDS TO VEHICLE CONTINUOUS TO HAVE ISSUES RELATED TO RECALL. *SMD THE CONSUMER STATED THE RADIO WOULD SHUT OFF AND WOULD NOT TURN BACK ON. WHEN IT SHUT OFF, A 911 ERROR MESSAGE APPEARED. THE SPEAKER VOLUME WOULD GET HIGH AND THEN GO LOW. THE CONSUMER ALSO NOTICED, THE ENGINE COOLANT LEVEL DROPPED BELOW THE MINIMUM LEVEL ON SEVERAL OCCASIONS, WHICH RESULTED IN THE ENGINE LIGHT ILLUMINATING. THE DEALER FOUND A LEAK, WHICH WAS CAUSED BY THE WASHER NOT SEALING PROPERLY. THE CONSUMER STATED PRIOR TO THE RECALL, THERE WERE NO ISSUES WITH COOLANT LOSS.*JB
22	10605378	FORD	ESCAPE	2013	1.6	BELTON	MO	1FMCU9GX8DU	6/23/2014	1.6L ECOBOOST: SERVICE ENGINE INDICATOR COMES ON. DEALER HAS DETERMINED SEVERAL INSTANCES OF ENGINE MISFIRE. INITIALLY TOO, A MORE URGENT INDICATOR LIGHT CAME ON (AMBER) INDICATING THAT THE COOLANT LEVEL IS LOW. A YET MORE URGENT INDICATOR LIGHT COMES ON (RED) INDICATING THE ENGINE IS OVERHEATING AND THE ENGINE IS REDUCED TO RUNNING ON TWO CYLINDERS. HOWEVER, THIS INDICATION APPEARED ONLY SHORTLY AFTER THE ENGINE WAS STARTED, AND SURELY AT THAT POINT, THE ENGINE WAS FAR FROM OVERHEATING. ON OTHER AND SUBSEQUENT INCIDENCES, ENGINE MISFIRES DURING THE FIRST SECONDS FOLLOWING START-UP. AFTER 3 TO 5 SECONDS, ENGINE USUALLY STOPS MISFIRING. ON A COUPLE OF OCCASIONS, THIS MISFIRE-AT-START-UP EVENT HAS BEEN ACCOMPANIED BY A FAINT ODOR OF ANTIFREEZE. THE MOST RECENT MISFIRE-AT-START-UP EVENT INCLUDED A FAINT SMELL OF SOMETHING/NOT FUEL OR OIL, AND GRAY SMOKE FROM THE EXHAUST. BECAUSE DEALER HAS TESTED THE COOLING SYSTEM (OKAY) AND NO HINT OF COOLANT HAS BEEN FOUND ON THE GROUND OR ENGINE COMPARTMENT, I'M NOW ASSUMING THAT COOLANT IS GETTING INTO ONE OR MORE OF CYLINDERS, EITHER FROM THE ENGINE HEAD OR FROM THE TURBO CHARGER (IT IS WATER-COOLED, I'M TOLD) AND IS THEN COMING OUT OF THE EXHAUST. BOTH TAIL PIPES ARE CARBONED UP. MENTION OF IS MADE ON SEVERAL WEB POSTS AND IS APPARENTLY A COMMON OCCURRENCE WITH ECOBOOST ENGINES?? BASED ON MY VAST (HIGH SCHOOL) KNOWLEDGE OF CHEMISTRY AND THE OXIDATION PROCESS, THAT JUST AIN'T RIGHT. I HAVE ASKED FMC TO REPLACE THE VEHICLE. THEY HAVE THUS FAR DECLINED TO DO SO. *TR
23	10608388	FORD	ESCAPE	2013	N/A	SAN FRANCISCO	CA	N/A	7/6/2014	I AM FILING A COMPLAINT THAT AFTER MY RECALL SERVICE FOR THE RISK OF LOCALIZED OVERHEATING OF THE ENGINE CYLINDER HEAD THAT MAY LEAD TO OIL LEAK FIRES MY 2013 FORD ESCAPE STARTED OVERHEATING. THE ENGINE HEAT WENT FROM REGULAR HEAT TO MAXED OUT HEAT IN THE RED IN A MATTER OF SECONDS WITH NO WARNING OR TIME TO PULL OVER SAFELY!!!!!! I PURCHASED MY FORD ESCAPE 2013 SEL IN APRIL OF 2013 AND USE MY CAR OFTEN FOR WORK SO HAVE PUT ON 23,000 MILES SO FAR. I GOT A LETTER OF A RECALL AND CALLED TO SCHEDULE MY RECALL ASAP ONLY ABLE TO GET AN APPOINTMENT 2 MONTHS OUT. I GOT MY 3 RECALLS OF ONLY ONE I WAS NOTIFIED OF PERFORMED JUNE 16TH 2014 AND PICKED UP MY CAR JUNE 20TH FROM SAN LEANDRO FORD THINKING AND HOPING I WOULD NOW BE DRIVING A SAFE VEHICLE. SHORTLY THEREAFTER I REALIZED MY RIGHT HEAD-LIGHT WASN'T WORKING SO TOOK IT BACK TO FIND OUT THE TECHNICIAN FORGOT TO PLUG MY HEADLIGHT IN. TWO WEEKS LATER I TOOK A TRIP OVER 300 MILES AWAY AND HAD NO TROUBLES AFTER MULTIPLE MTN PASSES UNTIL OUR FINAL CLIMB WHEN MY 2013 ESCAPE JUMPED FROM REGULAR ENGINE HEAT TO OVERHEATING AND MAXED OUT IN THE RED IN A MATTER OF SECONDS. WE PULLED OVER LET IT COOL AND TRIED AGAIN, OVERHEATED AGAIN AND HAD AN OIL BURNING SMELL WITH FEAR OF ENGINE CATCHING FIRE!! IMMEDIATELY MADE AN APPOINTMENT AT BISHOP FORD. CAR IS CURRENTLY AT FORD DEALERSHIP 6 HOURS FROM MY HOME WITH NO REASON AS TO WHY IT IS STILL OVERHEATING! FORD TECH (CORPORATE LOCATION) WAS NON-RESPONSIVE TO LOCAL TECH AND CAR IS UNSAFE TO DRIVE! WARNING RECALL DOES NOT WORK! *JS

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
24	10608781	FORD	ESCAPE	2013	1.6	GRAHAM	NC	1FMCU0HX7DU	7/7/2014	IT STARTED AS A RECALL. THERE WAS DANGER OF FIRE IN THE MOTOR. TOOK IN ON APRIL 21, 2014 AND TOLD IT WOULD BE BACK IN 2 DAYS. DOWN HILL FROM THERE. BAD WATER PUMP. WAITING FOR PARTS. THE MOTOR HAS BEEN TAKEN APART AND PUT BACK. DEALER TEST DROVE AND "CHECK ENGINE LIGHT" CAME ON. THIS HAS HAPPENED TWICE. FORD HAS SAID THEY WOULD SEND A "NEW" MOTOR. THIS IS JULY 7TH AND I STILL DON'T HAVE MY CAR BACK. DEALER SAID THEY DON'T KNOW WHEN I WOULD GET IT. ALSO -- THE ESCAPE HAS A STEERING PROBLEM. IT HANGS WHEN YOU ARE TURNING OR CHANGING LANES DRIVING 70 MPH AND THEY CAN'T IDENTIFY THE PROBLEM. THEY SAY THAT FORD HASN'T HAD ANY COMPLAINTS. UPDATED 02/05/2015 *JS
25	10608970	FORD	ESCAPE	2013	1.6	NORTH TAZWEL	VA	1FMCU9GX2DU	7/8/2014	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT THE ENGINE COOLANT FLUID LEAKED ONTO THE EXHAUST MANIFOLD. THE VEHICLE WAS TAKEN TO AN AUTHORIZED DEALER WHERE IT WAS REPAIRED UNDER RECALL ASSOCIATED WITH NHTSA CAMPAIGN ID NUMBER 13V583000 (ENGINE). AFTER THE REMEDY REPAIR WAS PERFORMED THE FAILURE PERSISTED. THE VEHICLE HAD NOT BEEN REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 15,000.
26	10621519	FORD	ESCAPE	2013	1.6	BRENTWOOD	TN	1FMCU0GX7DU	8/11/2014	VEHICLE TOWED TO FORD ON 7/3/14 FOR FUEL LEAK. ALSO TOLD FORD THAT FUEL RANGE CONSUMPTION GAUGE WAS NOT WORKING RIGHT. FORD WAS UNABLE TO VERIFY FUEL LEAK CONCERN BUT DID THE 13S12 OVERHEATING AND 14S03 HANDLE RECALLS. ON 7/19/14 LOW COOLANT LIGHT CAME ON. CALLED FORD AND THEY SAID THAT IT WAS AN AIR POCKET IN THE COOLANT SYSTEM AND TO ADD DISTILLED WATER AND DRIVE IT TO FORD. THE DEALERSHIP DRAINED THE COOLANT, ADDED COOLANT AND PRESSURIZED TO CHECK THE SYSTEM. EXPLAINED TO FORD THAT OUR DAUGHTER WAS TAKING THE CAR ON A 500 MILE ROAD TRIP THAT AFTERNOON. THEY REASSURED US IT WAS FIXED AND THAT SHE WOULD NOT HAVE AN ISSUE, BUT IF SHE DID, SIMPLY ADD DISTILLED WATER AGAIN TO RESOLVE. LATER ON 7/19/14, AFTER DRIVING 150 MILES OF THE TRIP, THE TEMPERATURE GAUGE RAPIDLY JUMPED FROM NORMAL TO HOT AND THE ENGINE OVERHEATED. ROADSIDE ASSIST. TOWED TO THE CLOSEST FORD DEALERSHIP. THIS NEW DEALERSHIP SAID THE VEHICLE HAD SO MANY PROBLEMS THAT THEY WERE GOING TO HAVE SOMEONE FROM FORD TO COME LOOK AT IT. THE NEW DEALERSHIP FAXED US THE LIST OF WHAT WAS WRONG WITH OUR VEHICLE: LEAKING WATER PUMP, LEAKING TURBO COOLANT TUBE, TURBO COOLANT BANJO BOLT LOOSE, HOSE CLAMP ON TURBO COOLANT TUBE NOT RELEASED, COOLANT STAND PIPE NOT BOLTED, ENGINE HARNESS TAPED BUT NOT SECURED TO ENGINE COVER, COOLANT STAND PIPE HARNESS NOT PROPERLY SECURED, BATTERY CABLE REROUTING NOT PERFORMED, FOAM PROTECTION NOT APPLIED TO COOLANT LEVEL MODULE, ACTIVE GRILL SHUTTERS NOT REMOVED AT ALL, THERMOSTAT HOUSING BOLTS LOOSE, CV BOOT RIPPED, BOLTS ON OIL DEFLECTOR NOT TIGHT TO SPECS. FORD SAYS THEY REPAIRED THE VEHICLE BUT WE TOLD THEM WE COULD NOT RISK OUR LIVES ANY MORE WITH THIS DEFECTIVE VEHICLE. ON 7/29/14 WE EXPLAINED EVERYTHING TO FORD, SENT THEM THE LIST, GOT A CASE NUMBER AND REQUESTED THAT FORD BUY BACK THE VEHICLE. ON 8/8/14 FORD DENIED OUR REQUEST. WE ARE TOO SCARED TO PICK UP THE VEHICLE. *TR
27	10638513	FORD	ESCAPE	2013	2	HAMLTON	NJ	1FMCU0H93DU	9/23/2014	FOLLOWING SERVICE PERFORMED FOR RECALLS FOR POSSIBLE COOLANT LEAK / ENGINE FIRE, ENGINE FAULT CODES FOR LOW COOLANT BEGAN TO DISPLAY. VISUAL CONFIRMATION OF LOW COOLANT IN RESERVOIR. ADDED COOLANT TO PROPER LEVEL SEVERAL TIMES AT WEEKLY INTERVALS WHILE DRIVING APPROX. 200 MILES PER WEEK. LOSS OF COOLANT WAS NOT AN ISSUE UNTIL THE RECALL SERVICING WAS DONE. THREE OR FOUR SERVICE VISIT ATTEMPTS TO FULLY DIAGNOSE AND RESOLVE HAVE RESULTED A REPLACED WATER PUMP (THAT LEAKED DURING PRESSURE TEST). THIS MOST RECENT LOW COOLANT ENGINE FAULT MESSAGE OCCURRED AFTER FOUR WEEKS POST-NEW WATER PUMP. I AM RETURNING FOR ANOTHER SERVICE VISIT IN AN ATTEMPT TO FULLY AND FINALLY RESOLVE THE ISSUE. *TR
28	10655195	FORD	ESCAPE	2013	1.6	CUPERTINO	CA	1FMCU0HX6DU	11/15/2014	ENGINE WAS MAKING ODD NOISE, RED LIGHT APPEARED ON INSTRUMENT PANEL. DRIVER PULLED TO SIDE OF ROAD. CAR BEGAN SMOKING. DRIVER EXITED VEHICLE. DRIVER CALLED 911 AND WAVED FOR HELP. VEHICLE BURST INTO FLAMES APPROXIMATELY 30 SECOND AFTER DRIVER EXITED VEHICLE. CAR COMPLETELY BURNED. *TR
29	10668737	FORD	ESCAPE	2013	1.6	MILAN	IL	1FMCU0GX5DU	12/29/2014	JUST TURNED ON CAR AND WAS PULLING OUT OF THE DRIVEWAY. THE INFORMATION LIGHT CAME ON AND SAID IT WAS LOW ON COOLANT. I NOTICED A BURNING TYPE SMELL WHEN I GOT OUT OF THE CAR TO SEE HOW LOW THE COOLANT WAS. THIS CAR HAD BEEN RECALLED BEFORE FOR ENGINE COOLANT LEAKS AND OVERHEATING. I TOOK MY CAR IN TO GET THAT RECALL FIXED IN MAY 2014 AND NOW IT'S HAVING THAT PROBLEM AGAIN. I DON'T KNOW IF SOMETHING ELSE BROKE OR THAT THEY DIDN'T FIX IT RIGHT. I DIDN'T BUY THIS CAR BRAND NEW SO I COULD TAKE IT IN LIKE 5 TIMES FOR RECALLS. I ALSO CHECKED THE COOLANT LEVEL LAST WEEK AND IT WAS AT THE LEVEL IT SHOULD BE AT...SO IT MAY BE A FAST LEAK. *TR
30	10689533	FORD	ESCAPE	2013	1.6	PITTSBURGH	PA	1FMCU9HX7DU	2/20/2015	RECALL REPAIR DONE IN AUGUST 2014 FOR WELL PUBLICIZED LOCALIZED OVERHEATING OF CYLINDER HEAD ISSUE. HAVE HAD TWO INSTANCES OF OVERHEATING SINCE... THE LAST INCIDENT OCCURRED ON 2/19. THE VEHICLE WENT TO LOW POWER MODE AND INSTRUCTED MY WIFE TO PULL OVER IMMEDIATELY AND STOP ENGINE... SHE DID.... AFTER SITTING FOR APPROX 10 MINUTES SHE RESTARTED THE ENGINE AND TEMPERATURES RETURNED TO NORMAL HOWEVER THE ENGINE LIGHT IS NOW ON AND I WILL BE TAKING THE VEHICLE FOR REPAIRS AGAIN ON MONDAY. I AM VERY CONCERNED ABOUT THE RELIABILITY OF THIS VEHICLE AND SPECIFICALLY THIS ENGINE OPTION. I HAVE NO IDEA WHAT DAMAGE WAS CAUSED BY THIS LATEST INCIDENT... I'M SURE THERE WILL BE SOME RESIDUAL LONGEVITY IMPACTS IF I KEEP THE VEHICLE. I PREDICT THAT THIS ENGINE WILL CONTINUE TO HAVE ISSUES.. BOTH INCIDENTS DID OCCUR DURING EXTREME COLD (BELOW ZERO) SO IT SEEMS TO BE COOLING SYSTEM RELATED... WHICH WAS THE BASIS OF THE ORIGINAL RECALL. *TR
31	10701750	FORD	ESCAPE	2013	1.6	HAUPPAUGE	NY	1FMCU9GX5DU	3/25/2015	IN AUGUST 2014, JANUARY 2015, FEBRUARY 2015, AND MARCH 2015 MY VEHICLE WENT INTO "FAILSAFE" MODE DUE TO AN OVERHEATING ENGINE, AMONG OTHER PROBLEMS. THE VEHICLE WAS TOWED EACH TIME TO THE FORD DEALER'S SERVICE CENTER WHERE THE LEASE ORIGINATED. FAILSAFE MODE CUTS POWER TO THE BRAIN OF THE VEHICLE WHICH SHUTS DOWN THE ENGINE TO "SAFELY" STOP THE VEHICLE SO THE CAR DOESN'T LIGHT ITSELF ON FIRE. THE CAR LITERALLY GOES FROM 60 TO 0 IN A MATTER OF MINUTES. ANY TIME THE VEHICLE HAS GONE INTO FAILSAFE MODE I HAVE BEEN TERRIFIED OF CAUSING AN ACCIDENT OR GETTING REARENDED. THE CAR HAS BEEN IN AND OUT OF THE FORD SERVICE CENTER AND PEP BOYS FOR REPETITIVE ENGINE ISSUES, COOLANT SYSTEM ISSUES, TRANSMISSION ISSUES, COMPUTER SYSTEM ISSUES, ETC. THERE ARE 9 RECALLS ON THE CAR THUS FAR, 8 OF THEM HAVE BEEN FIXED - THE AIRBAG RECALL DOES NOT APPLY TO MY VEHICLE BECAUSE THE AIRBAG LIGHT IS NOT ON. MY CAR HAS SPENT A TOTAL OF 28 DAYS IN THE SHOP SINCE IT WAS LEASED IN 2013 FOR REPEAT REPAIRS. I TRIED SEVERAL TIMES TO HAVE FORD BUY BACK THE REMAINDER OF THE LEASE BUT WAS DENIED BECAUSE THE ISSUES DID NOT TAKE PLACE WITHIN THE FIRST 18,000 MILES OF THE LEASE. I ALSO FILED FOR NEW YORK STATE LEMON LAW AND WAS DENIED FOR THE SAME REASON. I WAS FORCED TO ROLL THE REMAINING 9 PAYMENTS (\$4,044) INTO A NEW LEASE FOR A 2015 FORD ESCAPE ON 3/9/15 BECAUSE THE 2013 ESCAPE WAS UNPREDICTABLE AND PROBLEMATIC - IT WAS NOT SAFE TO BE ON THE ROAD. THE ENGINE OVERHEATED APPROXIMATELY EVERY 6 DAYS FOR TWO MONTHS AND IT WAS DEEMED "UNREPAIRABLE" BY THE MECHANIC BUT CORPORATE STILL REFUSED TO BUY BACK THE LEASE. SPEAKING OF CORPORATE - I WAS TREATED TERRIBLY BY THE REGIONAL CUSTOMER SERVICE MANAGER. SHE SCREENED HER PHONE CALLS AND REFUSED TO CALL ME BACK UNLESS I ASKED FOR A SUPERVISOR. SHE SPOKE TO ME LIKE SHE WAS PUNISHING HER 5 YEAR OLD CHILD AND HER FAVORITE WORD WAS "NO." *TR
32	10723841	FORD	ESCAPE	2013	1.6	GAUTIER	MS	1FMCU0GX4DU	6/7/2015	ON 5/15/15, WHILE DRIVING ON THE INTERSTATE FOR APPROXIMATELY 1.5 HOURS, THE NOTIFICATION FOR LOW ENGINE COOLANT CAME ON. UPON INSPECTION, THE COOLANT LEVEL WAS DOWN ABOUT 1 INCH FROM THE MAX LEVEL. PLEASE, NOTE THAT THE COOLANT WAS TOPPED OFF ONE WEEK PRIOR. COOLANT LEVEL WAS FILLED TO MAX LEVEL AGAIN. ON 6/6/15, UPON STARTING VEHICLE, THE NOTIFICATION FOR LOW ENGINE COOLANT CAME ON AGAIN IMMEDIATELY. THE CAR HAD NOT BEEN DRIVEN IN 24 HOURS UP TO THAT TIME. UPON INSPECTION, THE COOLANT LEVEL WAS AGAIN ABOUT 1 INCH BELOW THE MAX LEVEL. VEHICLE WILL BE TAKEN TO DEALERSHIP SERVICE CENTER FOR INSPECTION/REPAIR.
33	10724284	FORD	ESCAPE	2013	1.6	MORTON GROVE	IL	1FMCU0GX0DU	6/9/2015	WHILE TRAVELING DOWN THE HIGHWAY IN PLOVER WISCONSIN, SMOKE BEGAN TO POUR INTO THE VEHICLE VIA THE FRONT VENTS. I LOOKED FORWARD AND SAW MASSIVE FLAMES COMING FROM UNDER MY HOOD. I QUICKLY PULLED OVER, SHUT THE VEHICLE OFF AND RAN. I CALL 911, WHERE IT TOOK 15 FIREMEN AND 500 GAL OF WATER TO PUT OUT THE 10FT FLAMES (SEE FIRE REPORT). THE ENTIRE FRONT END OF MY CAR HAS BEEN DESTROYED ALONG WITH ALL THE CONTENTS. THE FIRE BROKE THROUGH THE FIREWALL AND MELTED UNDERNEATH THE DASHBOARD. FRONT TIRES EXPLODED
34	10748907	FORD	ESCAPE	2013	1.6	LARAMIE	WY	1FMCU9HX3DU	8/15/2015	WHEN I WAS DRIVING MY VEHICLE ON A LOCAL ROAD IN A RESIDENTIAL AREA, THE CHECK ENGINE LIGHT WAS ON. THAT DAY, I'VE NEVER DRIVEN ON A FREEWAY, OR FASTER THAN 45 MPH, AND THE PROBLEM OCCURS ONLY AFTER NORMALLY LOW SPEED DRIVING FOR 15 MIN. I GOT THE VEHICLE INSPECTED BY THE DEALER, AND THEY TOLD ME THE ERROR CODE IS P026B7, AND IT HAS SOMETHING WRONG WITH THE COOLANT BYPASS VALVE. THAT PART IS NOT COVERED BY THE POWER TRAIN WARRANTY. THE VEHICLE HAD A RECALL BEFORE ASSOCIATED WITH THE COOLANT LEAKAGE, SO IT IS VERY SUSPICIOUS THAT THE COOLANT BYPASS VALVE IS ALSO INHERENTLY DEFECTED, CONSIDERING WITH SO MAY OTHER VEHICLES SHARING THE SAME FAILURE WITH THE SAME ENGINE.
35	10761165	FORD	ESCAPE	2013	1.6	PLEASANT VALLEY	NY	1FMCU9HX7DU	9/3/2015	DRIVING ON ROAD AND HIGH ENGINE TEMPERATURE WARNING CAME ON. PULLED OVER AT FIRST SAFE AREA, A VERY SHORT DISTANCE. SHUT VEHICLE OFF AND IN APPROXIMATELY 2 MINUTES FLAMES WERE COMING FROM UNDER HOOD.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
36	10763016	FORD	ESCAPE	2013	1.6	MONROE	GA	1FMCU9HX0DU	9/10/2015	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE DRIVING AT 35 MPH, THE VEHICLE OVERHEATED AND AN UNKNOWN WARNING LIGHT ILLUMINATED. THE VEHICLE WAS THEN PARKED AND SMOKE EMITTED FROM THE HOOD. THE CONTACT AND PASSENGER WERE ABLE TO EXIT THE VEHICLE BEFORE IT WAS ENGULFED IN FLAMES. NO POLICE REPORT WAS FILED. THE FIRE WAS EXTINGUISHED BY A PASSING MOTORIST. NO INJURIES WERE SUSTAINED. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE ANTI-FREEZE HAD LEAKED UNTO THE ENGINE CAUSING THE FIRE. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS NOT INCLUDED IN THE NHTSA CAMPAIGN NUMBER: 12V431000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 66,000.
37	10785541	FORD	ESCAPE	2013	1.6	GRAY	ME	1FMVU9HX7DU	10/23/2015	COOLANT ISSUES, OVERHEATING AND VEHICLE STOPPING COMPLETELY, THIS OCCURRED SEVERAL TIMES; HEAD GASKET REPLACED, TURBO REPLACED, SPARK PLUGS COMING OUT ON THEIR OWN, WHEEL BEARING AND SENSOR GONE, TOUCH SCREEN GONE
38	10788600	FORD	FUSION	2013	1.6	GULFPORT	FL	3FA6P0HRXDR	11/5/2015	TL* THE CONTACT OWNS A 2013 FORD FUSION. THE CONTACT STATED THAT THE ENGINE OVERHEATED AND LEAKED FLUID INTO THE WIRES CAUSING THE VEHICLE TO SHUT OFF. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE FAILURE MILEAGE WAS 72,000.
39	10790366	FORD	ESCAPE	2013	1.6	ALEXANDRIA	VA	1FMCU9HX1DU	11/14/2015	ENGINE COOLANT SERVICE REQUIRED, CHECK ENGINE LIGHT. CHECKED COOLANT LOW. ADDED COOLANT 4 DAYS LATER THE SAME MESSAGE APPEARS AGAIN. ADD MORE COOLANT. TAKE MY VEHICLE TO DEALERSHIP DUE TO THE LEAK. WHICH IS A RECALL ON OTHER 2013 FORD ESCAPE BUT APPARENTLY NOT MINE. I HAVE TO REPLACE WATER PUMP, GASKET, SERVICING BELT AND 1 GALLON OF COOLANT FOR OVER \$1100.00 WITH NO HELP FROM FORD. WHEN THEY KNOW THEY SHOULD HAVE A RECALL ON ALL 2013 FORD ESCAPES.
40	10806389	FORD	ESCAPE	2013	1.6	LIGONIER	PA	1FMCU9GX9DU	11/23/2015	ON 10-25-15, I WAS DRIVING A FEW MILES FROM MY HOME WHEN A LIGHT CAME ON STATING "HIGH ENGINE TEMPERATURE, PULL OVER SAFELY." WITHIN 30 SECONDS OF PULLING OVER, THE FLAMES CAME OUT FROM UNDER THE HOOD NEAR THE WINDSHIELD. WITHIN 5 MINUTES MY VEHICLE WAS FULLY ENGULFED INSIDE AND COMPLETELY DESTROYED. I CONTACTED THE DEALERSHIP WHO INFORMED ME OF A RECALL THAT OIL COULD LEAK ONTO THE ENGINE AND START A FIRE. I WAS NEVER NOTIFIED. I WAS GIVEN A NUMBER FOR FORD CUSTOMER RELATIONS. I NOTIFIED THEM OF WHAT HAPPENED AND WAS TOLD THEY TURNED MY CASE OVER TO THEIR LEGAL COUNSEL AND I WOULD RECEIVE A WRITTEN RESPONSE FROM FORD IN 15 BUSINESS DAYS. I HAVE STILL NOT RECEIVED A LETTER AND I WAS TOLD I JUST HAVE TO WAIT FOR THE LETTER.
41	10808045	FORD	ESCAPE	2013	1.6	SAN BORN	NY	1FMCU9HX2DU	12/2/2015	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE DRIVING, THE ENGINE EMITTED SMOKE AND THE VEHICLE STALLED. THE CONTACT OPENED THE HOOD AND DISCOVERED THAT FLAMES WERE RELEASING FROM THE ENGINE. THE CONTACT WAS ABLE TO EXTINGUISH THE FIRE. THE VEHICLE WAS TOWED TO THE DEALER. THE DEALER INSPECTED THE VEHICLE AND DISCOVERED THAT THE ENGINE OIL LEAKED CAUSING THE ENGINE TO CATCH ON FIRE. THE MANUFACTURER ADVISED THAT DEALER SOLD THE VEHICLE WITHOUT HAVING NHTSA CAMPAIGN NUMBER: 12V431000 (ENGINE AND ENGINE COOLING) PERFORMED. A POLICE REPORT WAS FILED. THE VEHICLE WAS NOT REPAIRED. THE FAILURE MILEAGE WAS 35,000.
42	10808117	FORD	ESCAPE	2013	1.6	SMITHTOWN	NY	1FMCU9GX8DU	12/3/2015	FOR A FEW MONTHS LOW COOLANT LIGHT WOULD COME ON AND I WOULD FILL IT. THEN CHECK ENGINE LIGHT CAME ON. BEFORE I COULD HAVE IT CHECKED OUT, I WAS DRIVING FOR ONLY FIVE MINUTES AND A RED INDICATOR LIGHT CAME ON AND THE CAR SLOWED DOWN. IT READ, HIGH ENGINE TEMPERATURE, STOP SAFELY. MANAGED TO GET CAR HOME AND CHECKED THE LEVEL OF COOLANT/ANTIFREEZE. IT WAS WELL BELOW THE MIN LEVEL. FILLED IT UP AND THE FLUID LEAKED OUT RIGHT AWAY. TOOK IT TO FORD DEALER FOR SERVICE. IT WAS A FAULTY COOLANT DIVERTER VALVE THAT NEEDED TO BE REPLACED. FORD TOLD ME THAT IT WAS NOT COVERED UNDER THE POWERTRAIN WARRANTY WHICH WAS A LITTLE CONFUSING TO ME. ALSO, I KNOW THERE WERE MANY RECALLS ON THIS VEHICLE THAT WERE TAKEN CARE OF. ONE INVOLVING COOLING SYSTEM. NOT SURE IF THIS PROBLEM I JUST HAD WAS RELATED TO A PREVIOUS RECALL.
43	10808263	FORD	ESCAPE	2013	N/A	SUFFOLK	VA	N/A	12/3/2015	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE DRIVING AT 40 MPH, THE CHECK ENGINE WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO A DEALER WHERE THE CONTACT WAS INFORMED THAT THE COOLANT BYPASS VALVE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE VEHICLE WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 12V431000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 20,000. THE VIN WAS NOT AVAILABLE.
44	10811153	FORD	ESCAPE	2013	1.6	BOSTON	MA	1FMCU9GX1DU	12/18/2015	I PURCHASED MY '13 ESCAPE SE AT THE END OF SEPT 2014. IN DECEMBER '14 IT STARTED LEAKING COOLANT AND OIL ALL OVER THE DRIVEWAY WHILE IT WAS PARKED. THE WEATHER STRIP WAS FALLING OFF THE DOOR. THEN WHEN IT WAS RAINING, WATER POURED IN THROUGH THE READING LIGHT AS I WAS BACKING OUT OF THE DRIVEWAY. I BROUGHT IT TO THE DEALER AND IT TOOK 3 WEEKS FOR REPAIRS AND RECALLS TO BE DONE. IT WENT BACK FOR OTHER RECALLS TWICE. IN NOVEMBER '15 I GOT AN ALERT WHILE DRIVING THAT COOLANT WAS LOW (3 WEEKS POST OIL CHANGE AND "THE WORKS") AND IT WAS DANGEROUSLY LOW. I REFILLED IT AND BROUGHT IT BACK TO THE DEALER - THEY WERE UNABLE TO DIAGNOSE THE ISSUE SO IT WENT UNREPAIRED. DECEMBER '15, I TURNED MY CAR ON AND RECEIVED AN ALERT "ENGINE FAULT SERVICE NOW" WHILE STILL IN PARK. I HAD TO MOVE IT A FEW BLOCKS AND DROVE IT AT A SLOW RATE, THE CAR JERKED BACK & FORTH WHILE I DROVE IT THE 2 BLOCKS BEFORE I PARKED IT AGAIN. ALSO BROUGHT IT TO THE DEALER AND THEY STATED THE ALERT CODE WAS FOR A FUEL LINE ISSUE, BUT WHEN THEY TESTED IT THERE WAS NO EVIDENCE OF ANY ISSUES.
45	10819489	FORD	ESCAPE	2013	2	EASLEY	SC	1FMCU0G96DU	1/11/2016	DRIVING ON THE INTERSTATE WHEN THE CAR LOST ALL POWER AND ALL WARNING LIGHTS CAME ON. I PULLED ONTO THE SHOULDER AND NOTICED SMOKE COMING FROM UNDER THE HOOD. GOT OUT TO GET A BETTER LOOK WHEN THE ENGINE COMPARTMENT BURST INTO FLAMES.
46	10821627	FORD	ESCAPE	2013	1.6	SANDUSKY	OH	1FMCU0GX7DU	1/22/2016	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT NOTICED THAT THE VEHICLE WAS LOOSING ANTIFREEZE. IN ADDITION, THE CONTACT STATED THAT THE ENGINE WAS RUNNING HOT. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 12V431000 (ENGINE, ENGINE COOLING). THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 72,000.
47	10837112	FORD	ESCAPE	2014	1.6	PORT REPUBLIC	MD	1FMCU0GX9EU	2/19/2016	JUST PURCHASED A CERTIFIED PRE-OWNED 2014 FORD ESCAPE SE. A YELLOW CHECK ENGINE LIGHT APPEAR. TROUBLE CODE P26B7 (DEALER SPECIFIC). IT LOOKS LIKE THERE HAVE BEEN NUMEROUS ISSUES WITH THE BYPASS COOLANT SOLENOID OR COOLANT LEAKS. ALSO, STEERING WHEEL CONTROLS ONLY OCCASIONALLY WORK.
48	10838557	FORD	FUSION	2013	1.6	CHARLOTTE	NC	3FA6P0HR0DR	2/26/2016	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING APPROXIMATELY 65 MPH, THE ENGINE WARNING INDICATOR ILLUMINATED AND THE VEHICLE OVERHEATED. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT THE COOLANT BYPASS VALVE WOULD NEED TO BE REPLACED. THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING). THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 106,900.
49	10850199	FORD	FUSION	2014	1.6	HAMILTON	GA	3FA6P0HR8DR	3/17/2016	TL* THE CONTACT OWNED A 2014 FORD FUSION. THE CONTACT STATED THAT WHILE IN PARK, THE CONTACT NOTICED SMOKE AND FIRE COMING FROM THE ENGINE COMPARTMENT OF THE VEHICLE. THE CONTACT DID NOT SUSTAIN ANY INJURIES. THE FIRE DEPARTMENT WAS ABLE TO EXTINGUISH THE FIRE. THE VEHICLE WAS TOWED TO AN AUTO BODY REPAIR CENTER. THE CONTACT WAS UNSURE IF THE VEHICLE WAS DIAGNOSED BASED ON THE FAILURE. THE VEHICLE WAS DESTROYED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. IN ADDITION, THE VIN WAS INCLUDED IN NHTSA CAMPAIGN NUMBERS: 14V597000 (AIR BAGS, SEAT BELTS) AND 15V246000 (LATCHES/LOCKS/LINKAGES). THE FAILURE MILEAGE WAS 83,327.
50	10852803	FORD	ESCAPE	2013	1.6	TULSA	OK	1FMCU0GX7DU	3/31/2016	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING APPROXIMATELY 20 MPH, THE VEHICLE FAILED TO ACCELERATE. THE MESSAGE BOARD INDICATOR REQUESTED FOR THE VEHICLE TO BE STOPPED. FOUR MONTHS PRIOR, THE VEHICLE WAS REPAIRED FOR THE SAME FAILURE UNDER A MANUFACTURER RECALL. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT FRACTURES ON THE CYLINDER CAUSED ANTIFREEZE TO LEAK INTO THE COMBUSTION CHAMBER AND DAMAGE THE ENGINE. THE ENGINE HAD TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 109,000.
51	10852929	FORD	ESCAPE	2013	1.6	TULSA	OK	1FMCU0GX7DU	4/1/2016	MY CAR WAS EFFECTED BY RECALL 13S12. THIS RECALL HAS A NUMBER OF DIFFERENT ISSUES DEALING WITH ENGINE COOLANT AND CRACKS IN ENGINE CYLINDERS. I TOOK MY VEHICLE IN TO HAVE THE RECALLS FIXED ON IT. 5 MONTHS LATER, MY ENGINE STILL HAS THE LOCALIZED OVERHEATING, ANTIFREEZE LEAKS AND ENGINE CRACKS. THE ENTIRE ENGINE IS RUINED. THE DEALERSHIP SOLD ME A CAR THAT WAS COMPLETELY UNSAFE FOR MY CHILDREN AND I. THIS RECALL IS SAID TO CAUSE ENGINE COMPARTMENT FIRES. EVEN AFTER THEY INITIALLY FIXED THE RECALLS, THE VEHICLE STILL WILL OVERHEAT AND CAUSE FIRES! ADDITIONALLY - RUINING THE VEHICLE ENGINE. FORD WILL NOT REPAIR, REPLACE OR REFUND BECAUSE THEY SAID THEY ALREADY CLOSED THE RECALL OUT - EVEN THOUGH THE RECALL WAS SUPPOSED TO BE FIXED.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
52	10853719	FORD	ESCAPE	2013	1.6	NORTH PLAINFIELD	NJ	1FMCU9GX2DU	4/6/2016	AFTER DRIVING THE VEHICLE FOR 7 MINUTES AFTER I STARTED IT, THE CAR OVERHEATED ON THE HIGHWAY. I HAD TO PULL OVER IN A PARKING LOT AND SHUT OFF THE CAR. WHEN I ATTEMPTED TO OPEN THE TURN ON A CAR AFTER A LITTLE WHILE IT WOULD NOT ALLOW ME. THIS SAME PROBLEM HAD HAPPENED EXACTLY ON MARCH 16 AND THE DEALERSHIP SERVICE HAD REPLACED THE COOLANT STAND PIPE STANDPIPE. THEY SAID THERE IS NO RECALL ASSOCIATED WITH VIN YET IT IS THE SECOND TIME THIS HAPPENS.
53	10860442	FORD	ESCAPE	2013	1.6	NOGALES	AZ	1FMCU0GXDU	4/19/2016	MY CAR IS A 2013 ESCAPE AND SINCE I TOOK IT TO SERVICE AND TO FIX ONE RECALL THAT WAS CAUSING MY CAR TO OVERHEAT AND SHUT OFF ENGINE 1.- (RECALL NO. 13S12) RISK OF LOCALIZED OVERHEATING OF THE ENGINECYLINDER HEAD THAT MAY LEAD TO OIL LEAK FILTERS. AND .SOME OTHER RECALLS, LIKE 2.- (RECALL NO. 13Y03 FUEL LINE JUMPER), 3.- (RECALL NO. 14SO4 REPROGRAM RESTRAINS CONTROL), AND 4.- (RECAL NO.14S03 EXTERIOR DOOR HANDLE) SINCE THAT DAY IVE CALLED MANY TIMES TO SERVICE MANAGER IVAN REGARDING THIS. MY CAR HAS BEEN MALFUNCTIONING OVERHEATING IN THE FREEWAY, AND IN THE STREETS, MOST OF THE TIMES, EVEN WHEN IT WAS RIGHT OUT OF THE SERVICE, I WAS GOING ON A VACATION WITH MY FAMILY, WHERE I EVEN HAD D TO PAY TO REPLACE ENGINE COOLANT BYPASS VALVE, \$330.18 DLLS BECAUSE MY CAR IS OVER 30,000 MILES BUT NOT YET 3 YEARS .AND AT THIS TIME THEY PERFORMED ANOTHER RECALL ????? YES... THIS WAS RECALL NO 14S21 RESTRAINTS CONTROL MODULE REPLACEMENT. AND NOW WHEN I GOT MY CAR OUT OF HORNE FORD NOGALES AZ. WHEN I TURN I HEAR A SOUND ON THE RIGHT SIDE OF MY TIRES OR BRAKES NEED A SOLUTION PLEASE HELP WHAT CAN I DO I NEED A SOLUTION THIS IS NOT FAIR
54	10865225	FORD	ESCAPE	2013	1.6	BEVERLY HILL	MI	1FMCU9HX8DU	5/16/2016	SINCE JANUARY 18, MY CAR HAS STALLED MANY TIME WHILE DRIVING, HAS BEEN TO THE DEALERSHIP SIX TIMES, NOT FIXED, ALWAYS UNABLE TO REPLICATE. IT HAS NOW BEEN THERE FOR A WEEK, TRYING TO REPLICATE THE STALLING. IT HAS STALLED WHILE DIVING OUT OF MY DRIVEWAY, ON SIDE STREETS, AND TWICE ON THE HIGHWAY. NO ENGINE LIGHTS GO ON, IT JUST STALLS. THE RADIATOR, THE MAP SENSOR AND NOW THE BATTERY HAVE BEEN REPLACED, STILL NO FIX. THE WATER PUMP WAS REPLACED AFTER A RECALL IN 2014 AFTER OVERHEATING AND COOLANT LEAKS.
55	10865518	FORD	ESCAPE	2013	1.6	TROY	OH	1FMCU9GX2DU	5/17/2016	TAKATA RECALL.I KEEP GETTING AN ENGINE LIGHT ON AND I TOOK IT TO AUTO ZONE TO FIND OUT WHY. THEY SAID IT WAS A COOLANT BYPASS VALUE.I SEE WHERE THERE WAS A RECALL FOR THIS BUT WHEN I CALLED FORD THEY SAID IT WAS FIXED. THEY SAID TO KEEP MY RECEIPT AND IF THERE WAS ANOTHER RECALL FOR THIS PROBLEM I COULD SEND MY PAPER WORK IN AND I WOULD BE REIMBURSED. APPARENTLY THE PROBLEM WAS NOT FIXED. WHY SHOULD I HAVE TO PAY FOR SOMETHING THAT WAS RECALLED AND WAIT TO SEE IF THERE WILL BE ANOTHER RECALL TO GET PAID.WHY SHOULDN'T I BE ABLE TO TAKE IT IN AND GET IT FIXED AS A RECALL. MAYBE SOMETHING WASN'T DONE RIGHT.WHAT SHOULD I DO I'M POSITIVE THERE WILL NEVER BE ANOTHER RECALL AND HOW DO I TRULY KNOW THIS WAS FIXED IN THE FIRST PLACE. I JUST BOUGHT THE SUV IN AUG LAST YEAR THANK YOU FOR YOUR TIME *TR
56	10871139	FORD	ESCAPE	2013	1.6	COLUMBUS	OH	1FMCU0GX9EU	5/27/2016	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING 55 MPH, THE CONTACT NOTICED SMOKE COMING FROM THE VEHICLE AND THE ENGINE WARNING LIGHT ILLUMINATED. THE OIL LIGHT FLICKERED AND REMAINED ILLUMINATED AS WELL. THE VEHICLE CONTINUED TO EMIT SMOKE FUMES FROM UNDER THE HOOD AND THE FRONT PASSENGER WHEEL WELL. THE CONTACT EXITED THE VEHICLE, LIFTED THE HOOD, AND NOTICED FLAMES. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE AND A FIRE INVESTIGATOR CAME TO VIEW THE SCENE. NEITHER A POLICE NOR A FIRE REPORT WERE FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC. THERE WERE INJURIES TO THE CONTACT'S RIGHT HAND, WHICH REQUIRED MEDICAL ATTENTION. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE FAILURE MILEAGE WAS 84,500.
57	10874784	FORD	FUSION	2013	1.6	BALTIMORE	MD	3FA6P0HR2DR	6/17/2016	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING 5 MPH, THE VEHICLE STALLED, OVERHEATED, AND THE TRANSMISSION AND CHECK ENGINE WARNING LIGHTS ILLUMINATED. THE CONTACT WAS ABLE TO RESTART THE VEHICLE ON SOME OCCASIONS. THE FAILURE RECURRED MULTIPLE TIMES. THE VEHICLE WAS TOWED TO A DEALER WHERE IT WAS DIAGNOSED THAT THE WATER PUMP AND THE POWER TRAIN NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED; HOWEVER, THE CHECK ENGINE WARNING LIGHT ILLUMINATED AGAIN. THE VEHICLE WAS TAKEN BACK TO THE DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURES. THE FAILURE MILEAGE WAS 40,000.
58	10881198	FORD	FUSION	2013	1.6	BRANFORD	CT	3FA6P0HR9DR	6/28/2016	LETTER FROM SENATOR MURPHY ON BEHALF OF A CONSTITUENT RE PURCHASING A 2013 USED FORD FUSION. AFTER BUYING IT, SHE READ AN ARTICLE ONLINE REGARDING A RECALL ON THE COOLANT BYPASS VALVE FOR 2012 & 2013 FORD FUSION MODELS. HER VEHICLE WAS NOT MENTIONED. *SD UPDATED 10/19/16.*JB
59	10881552	FORD	FUSION	2013	1.6	MURRIETA	CA	3FA6P0HR4DR	6/29/2016	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING 35 MPH, THE ENGINE OVERHEATING WARNING LIGHT ILLUMINATED. THE VEHICLE WAS TAKEN TO A DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE CONTACT WAS AWARE OF NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING), BUT THE VIN WAS NOT INCLUDED. THE FAILURE MILEAGE WAS 69,000.
60	10888281	FORD	FUSION	2013	1.6	ELKHART	IN	3FA6P0HR0DR	7/25/2016	I NEEDED TO GET MY ENGINE COOLANT TEMPERATURE SENSOR, COOLANT BYPASS VALVE, AND CONNECTORS REPLACED DUE TO OVERHEATING. I FEEL THIS MATCHES THE DEC 2012 RECALL OF OVERHEATING. HAROLD ZEIGLER FORD IS TRYING TO CHARGE ME \$765 FOR THIS REPAIR IN WHICH I FEEL MATCHES THE RECALL.
61	10893198	FORD	FUSION	2013	1.6	ISLETA	NM	3FA6P0HR5DR	8/4/2016	WE HAVE A 2013 FORD FUSION AND WHILE DRIVING CAR MAKING A RIGHT TURN THE PASSENGER REAR DOOR FLEW OPEN LUCKILY OUR CHILD WAS SITTING AWAY FROM THE DOOR AND WE WERE ON OUR DRIVEWAY TURNING ON A SMALL HIGHWAY. THE DOOR LATCH IS NOT ALLOWING DOOR TO STAY SHUT. UPON RESEARCH WE FOUND THERE IS A RECALL ON DOOR LATCH OF 2013 FORD FUSION MANUFACTURED AT HERMOSILLO PLANT AND DURING CERTAIN DATES IN 2012. WE TAPED OUR DOOR SHUT AND WENT TO DEALERSHIP THEY STATED THAT OUR VEHICLE IS NOT PART OF THIS RECALL. I INFORMED THEM THAT OUR CAR WAS MANUFACTURED IN HERMOSILLO PLANT IN 2013 AND IT FITS THE RECALL DESCRIPTION. HOWEVER THEY WOULD NOT PAY FOR IT EVEN THOUGH IT IS A RECALL. THEY WANT US TO PUT UP THE 400.00 TO PAY FOR IT WHEN THEIR COMPANY HAS A RECALL ON DOOR LATCHES. WE HAD ANOTHER ISSUE WITH THE COOLANT AND AGAIN THEY HAD A RECALL ON THE COOLANT SYSTEM AS WELL BUT OUR CAR IS NOT PART OF THE RECALL ALTHOUGH AGAIN IT FIT THE RECALL DESCRIPTION TO A T. WE PAID TO HAVE THAT FIXED BUT THIS IS RIDICULOUS THAT WE HAVE TO PAY OUT OF OUR OWN POCKET ON A RECALL THE COMPANY SHOULD BE RESPONSIBLE FOR FIXING. WE DON'T HAVE 400.00 TO FORK OUT AND WE NEED IT FIXED AS WE HAVE 3 CHILDREN THAT WE TAKE TO SCHOOL EVERYDAY AND WE ARE STRUGGLING TO FIND OUT WHERE WE CAN GET THE MONEY TO FIX THIS PROBLEM WHEN WE FEEL IT SHOULD BE FORD TO FIX IT.
62	10894502	FORD	ESCAPE	2013	1.6	CINCINNATI	OH	1FMCU9GX1DU	8/9/2016	MY CAR STARTED LEAKING COOLANT, WAS USING ABOUT 1 GALLON A MONTH, TOOK TO DEALER 3 TIMES BEFORE THEY DETERMINED IT WAS LEAKING COOLANT AROUND THE 3RD CYLINDER HEAD. MOTOR DETERMINED TO BE BAD. LIKELY CRACKED HEAD OR BAD HEAD GASKET. OPTIONS WERE TO TEAR DOWN THE MOTOR, FIND AND FIX ISSUE AT \$7500, OR JUST REPLACE MOTOR FOR \$5500. OPTING TO GET NEW MOTOR DESPITE CAR ONLY BEING 4 YEARS OLD.
63	10898158	FORD	ESCAPE	2013	1.6	KIMBALL	MI	1FMCU9GX3DU	8/24/2016	EXACTLY TWO WEEKS AFTER PURCHASING THIS USED FORD, I START IT UP TO LEAVE IN THE MORNING FOR WORK AND MY CHECK ENGINE LIGHT CAME ON. I TOOK IT UP TO THE SHOP TO GET LOOKED AT AND THE CODE COMING ON THE CODE READER IS P26B7 REPLACE COOLANT BYPASS VALVE. HMM COMMON PROBLEM IN SEVERAL 2013 ESCAPES THERE WAS ACTUALLY A RECALL ON MANY OF THEM EXCEPT MINE??
64	10898228	FORD	ESCAPE	2013	1.6	SAN FRANCISCO	CA	1FMCU0GX2DU	8/24/2016	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT THE VEHICLE WOULD OVERHEAT WHILE DRIVING, CAUSING THE VEHICLE TO STALL WITH THE ENGINE COOLANT WARNING LIGHT ILLUMINATED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 58,000.
65	10899721	FORD	FUSION	2013	1.6	BROOMALL	PA	3FA6P0HR5DR	8/31/2016	TL* THE CONTACT OWNS A 2013 FORD FUSION. THE CONTACT STATED THAT WHILE DRIVING 60 MPH, THE PASSENGER SIDE DOOR UNLATCHED AND OPENED WITHOUT WARNING. THE CONTACT PULLED OVER TO CLOSE THE DOOR BUT IT FAILED TO LATCH. IN ADDITION, THE VEHICLE BEGAN TO OVERHEAT. THE CONTACT USED ANTI-FREEZE TO COOL THE VEHICLE DOWN BUT THE FAILURE CONTINUED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 88,000.
66	10899688	FORD	ESCAPE	2014	N/A	WAVERLY HALL	GA	N/A	8/31/2016	CONSTANT LOSS OF COOLANT FROM NEW. HAVE TO TOP UP EVERY DAY AFTER APPROX 50 MILES. DEALER SAYS NO RECALL ALTHOUGH PREVIOUS YEARS HAVE HAD THIS PROBLEM.
67	10911237	FORD	FUSION	2013	1.6	NAPA	CA	3FA6P0HR2DR	10/3/2016	I WAS DRIVING MY 2013 FORD FUSION, 1.6L ECOBOOST TO WORK WHEN I NOTICED THE ENGINE STARTED OVERHEATING WHILE I WAS DRIVING UP A HILL. I SAW SMOKE COMING FROM THE ENGINE AND PULLED OVER. AS I DID THIS, SOMEONE DRIVING BY SAID THEY SAW FLAMES COMING FROM UNDER MY CAR. I IMMEDIATELY PULLED THE CAR ONTO SOME PAVEMENT AND GOT OUT TO CHECK. I SAW FLAMES DRIPPING FROM THE OIL RESERVOIR. I GRABBED MY BACKPACK AND STARTED RUNNING UP THE HILL TO MY OFFICE, WHICH WAS ONLY ABOUT 100 YARDS AWAY, TO GET A FIRE EXTINGUISHER. AS I STARTED RUNNING, I HEARD A LOUD WOOSH SOUND AND SAW THAT THE ENTIRE FRONT OF THE CAR HAD BURST INTO FLAMES. LESS THAN A MINUTE AFTER I HAD GOTTEN OUT OF THE CAR. THE FLAMES WERE ABOUT 15 FEET HIGH AND LUCKILY DIDN'T IGNITE THE DRY, GRASSY HILLSIDE. THE FIRE DEPARTMENT CAME AFTER ABOUT 20 MINUTES AND PUT OUT THE FIRE.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
68	10917511	FORD	ESCAPE	2013	1.6	UXBRIDGE	MA	1FMCU0GX0DU	10/20/2016	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING 25 MPH, THE VEHICLE STALLED BUT WAS ABLE TO RESTART. THE LOW COOLANT WARNING INDICATOR ALSO ILLUMINATED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT THE CYLINDER HEAD NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE CONTACT STATED THAT THE VEHICLE WAS PREVIOUSLY REPAIRED PER NHTSA CAMPAIGN NUMBER: 13V583000 (ENGINE). THE MANUFACTURER WAS NOTIFIED. THE FAILURE MILEAGE WAS 61,000.
69	10917880	FORD	FUSION	2013	N/A	BRAINERD	MN	N/A	10/21/2016	TL* THE CONTACT OWNED A 2013 FORD FUSION. WHILE DRIVING 55 MPH, THE FRONT END OF THE VEHICLE CAUGHT FIRE. THE ENGINE OVERHEATED, SHUT OFF, AND THE ENGINE WARNING INDICATOR ILLUMINATED. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE AND A POLICE REPORT WAS FILED. NO INJURIES WERE SUSTAINED. THE VEHICLE WAS TOWED AND DEEMED DESTROYED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING). THE FAILURE MILEAGE WAS 67,000. THE VIN WAS UNAVAILABLE.
70	10918588	FORD	ESCAPE	2013	1.6	SAN CLEMENTE	CA	1FMCU9GX0DU	10/24/2016	I PURCHASED MY 2013 FORD ESCAPE JULY 2015 AND FOR THE YEAR I HAD IT I WAS FAIRLY PLEASED. I HAD HEARD THE HORROR STORIES ABOUT THESE CARS CATCHING FIRE AND WAS AWARE OF THE RECALLS. I HAD BEEN TO A FORD DEALERSHIP BACK IN JUNE FOR A TUNE-UP AND ASSURED ALL RECALLS HAD BEEN DONE ON THE VEHICLE, I HAD BOUGHT IT USED BUT FORD WAS ABLE TO SEARCH THE INFORMATION FROM THE VIN, OR SO THEY SAID. FRIDAY SEPTEMBER 23RD I WAS ON MY WAY TO WORK, ON THE I-5 NORTH FAST LANE, WHEN THE CAR HAD A WARNING LIGHT SAYING SOMETHING ABOUT MY 4WHEEL DRIVE. THE CAR BEGAN TO LURCH AND SMOKE BEGAN TO COME UP FROM RIGHT UNDERNEATH THE WINDSHIELD WIPERS. BY THE TIME I WAS ABLE TO MAKE IT OVER TO THE SHOULDER, THANKFULLY WITHOUT CAUSING AN ACCIDENT, I COULD SEE THE SMOKE REPLACED WITH FLAMES AND ALL WARNING LIGHTS WERE LIT ON THE DASH. I GRABBED WHAT I COULD AND MY DOG AND CALLED 911. BY THE TIME THE FIRE DEPARTMENT WAS ABLE TO GET TO US THE CAR WAS COMPLETELY ENGULFED IN FLAMES. ALTHOUGH PERSONAL ITEMS, AND MY FIRST CAR I PURCHASED ON MY OWN, WAS LOST MY DOG AND I MADE IT OUT ALIVE. AS THE PROCESS OF DEALING WITH INSURANCE BEGAN I HAVE BEEN TRYING TO GET FORDS ATTENTION IN THIS MATTER. I AM NOW THE 14TH PERSON THIS HAS HAPPENED TO. AFTER MORE DIGGING AND NUMEROUS PHONE CALLS TO DIFFERENT FORD DEALERSHIPS ONLY A HANDFUL OF THEM TOLD ME TO GET THE CAR IN IMMEDIATELY TO A SHOP BECAUSE OF FIRE RISK. I WAS ALSO INFORMED THAT THE RECALLS HAD NOT BEEN DONE TO THE VEHICLE, AND ONE DEALERSHIP EVEN GAVE ME A SHOP NAME THAT THE RECALLS HAD SUPPOSEDLY BEEN DONE AT. I CALLED AND THE SHOP HAD NO RECORDS OF EVEN SEEING THE VEHICLE. I AM AWAITING A LETTER FROM FORDS LEGAL DEPARTMENT BUT THIS ISSUE REALLY NEEDS TO BE PUT OUT THERE. I WALK BUY THE VEHICLES EVERYDAY, SOME WITH BABY SEATS IN THE BACK, AND IT HORRIFIES ME. **ALSO TRYING TO UPLOAD PICTURES BUT IT'S NOT ALLOWING ME. *TR
71	10919100	FORD	ESCAPE	2013	1.6	FRASER	MI	1FMCU0HX9DU	10/26/2016	I HAD GOTTEN INTO MY VEHICLE AND AFTER TURNING IT ON I MANAGED TO MAKE IT TO MY NEIGHBORS HOUSE. MY VEHICLE FOR THE SECOND TIME STARTED TO OVER HEAT AND THE ENGINE LIGHT CAME ON AND THE VEHICLE WAS STATING THAT I NEED TO REFILL THE COOLANT. I JUST PARKED IT AND THE NEXT DAY WE HAD FILLED THE COOLANT AGAIN TAKEN IT TO GET THE ERROR CODES CHECKED AND WERE INFORMED WE NEED TO GET A NEW THERMOSTAT. WHEN TAKING IT TO THE MECHANICS THEY HAD TRIED EVERYTHING FROM CHECKING CODES TO DRIVING MY VEHICLE AND THEY WERE UNABLE TO GET THE ISSUE TAKEN CARE OF DUE TO NOT BEING ABLE TO RE-CREATE THE CODES. THEY HAD INFORMED ME THAT THIS IS A KNOWN ISSUE WITH FORD, HOWEVER WHEN CONTACTING FORD THEY HAVE NO IDEA WHAT I AM TALKING ABOUT. I CHECKED ONLINE AND SEE THERE IS A RECALL FOR THIS, BUT MY VIN EVEN THOUGH HAVING THE QUALIFYING MANUFACTURING DATE IS NOT ELIGIBLE. I HAVE HAD MY VEHICLE FOR 1 1/2 YEARS AND HAVE HAD IT SHUT DOWN ON ME, NOT HAVE ANY POWER, START TO PUT AND STALL, REFILLING COOLANT EVERY SO OFTEN, OVER HEAT, AND I CAN NEVER GET A STRAIGHT ANSWER FROM THE DEALERSHIP. I HAVE CALLED FOR INFORMATION IN REGARDS TO RECALLS AND THESE ISSUES AND AM TRANSFERRED TO A PERSON WHO IS NOT THERE SO I CAN LEAVE A VOICE MAIL. I HAVE NEVER HAD A CALL RETURNED. I JUST WANT TO KNOW WHAT I HAVE TO DO TO UNDERSTAND WHAT IS GOING ON WITH MY VEHICLE. WHY IS MY VIN NOT ELIGIBLE AS WELL? *TR
72	10920649	FORD	ESCAPE	2013	1.6	EL PASO	TX	1FMCU0GX3DU	11/1/2016	THE ENGINE LIGHT IS ON IN VEHICLE. COOLANT BYPASS VALVE IS STATED AS NOT WORKING. ARE WE ABLE TO FIND OUT IF THE VEHICLE WAS TAKEN IN DUE TO RECALL FOR ENGINE COOLANT LEAKS.
73	10925513	FORD	ESCAPE	2014	1.6	MABLETON	GA	1FMCU0GX8EU	11/11/2016	I DROVE 25 MILES IN TRAFFIC TO PICK UP MY KIDS FROM DAYCARE. WHEN I GOT THE KIDS IN THE CAR TO GO HOME AND THE CAR WAS IN MOTION TURNING LEFT ONTO A BUSY HIGHWAY TURN/MERGE LANE, ALL OF A SUDDEN MY CHECK ENGINE LIGHT CAME ON AND ENGINE TEMPERATURE GAUGE WENT ALL THE WAY UP. I PULLED OVER AND CHECKED MY COOLANT. THERE WAS SO MUCH PRESSURE WHEN I TURNED THE LID, I THOUGHT THE COOLANT TANK WAS GOING TO EXPLODE. THE TEMPERATURE IN MY CAR WENT DOWN AND I WAS ABLE TO MAKE IT TO A MECHANIC CLOSE BY. THEY SAID I NEEDED A NEW COOLANT BYPASS SOLENOID. IT WAS REPLACED AND THE CAR HAS SEEMED FINE. NOW, 1 MONTH LATER, IT IS LEAKING COOLANT. I READ ABOUT A RECALL FOR THE SAME THING WHERE CARS CAUGHT FIRE BUT MY MODEL YEAR IS NOT COVERED UNDER THE OLD RECALL. I BELIEVE FORD NEEDS TO EXPAND THE RECALL AS I DO NOT FEEL SAFE DRIVING THIS VEHICLE WITH MY TWO SMALL CHILDREN AND THE POSSIBILITY OF IT CATCHING ON FIRE! I HAVE 78000 MILES ON THE CAR AND WAS PURCHASED 7/28/2013.
74	10925583	FORD	FUSION	2013	1.6	KING	NC	3FA6P0HR7DR	11/12/2016	I PURCHASED THIS VEHICLE NEW DELIVERED TO THE DEALERSHIP FROM ANOTHER LOCATION WITH JUST UNDER 200 MILES ON THE ODOMETER. I NOTICED MY FIRST ISSUE WHEN THE MOTOR WOULD STALL GOING AT A LOW RATE OF SPEED 15-20MPH THROUGH A PARKING LOT AT ABOUT 22,000 MILES ON THE ODOMETER AND ALSO WOULD HESITATE TO START. I ONLY ASSUMED IT WAS BAD FUEL BEING SUCH A NEW VEHICLE. THIS HAPPENED PERIODICALLY UP UNTILE THE ENGINE GAVE AN OVER TEMPRATURE COOLANT DISPLAY KILLING ALL BUT IDLE POWER TO THE INGINE MAKING THE CAR UNDRIVABLE. THUS I HAD THE CAR TOWED TO THE DEALERSHIP AT EXCACTLY JANUARY 3, 2016 WITH 64,056 ON THE ODOMETER. I HAD THEN NOTICED RECALLS FOR THIS PARTICULAR MOTOR IN FORDS FUSIONS AND ESCAPES WITH THIS PARTICULAR SIZE ENGINE. AFTER THE RECALLS REPAIRS WERE COMPLETED FOR MY VEHICLE I STILL EXPERIENCED ENGINE STALLS, BUT LESS FREQUENT THROUGHOUT THIS PERIOD AND ROUGH IDLE AT INITIAL START OF THE ENGINE MORE FREQUENTLY AS TIME PASSED. THE OVER TEMPRATURE COOLANT MESSAGE CAME ON AGAIN, AT 87,000 GIVE OR TAKE (AGAIN TOWED TO DEALERSHIP SO THEY WILL HAVE REPORTED MILAGE). I WAS INFORMED THAT NUMEROUS REPAIRS HAD TO BE MADE AND ARE NOT COVERED UNDER ANY RECALLS ALTHOUGH I FEEL THIS VEHICLE MORE THAN MEETS THE CRITERIA FOR NUMEROUS RECALLS. I HAVE HAD THIS VEHICLE CHECKED FOR COOLANT LEAKS FROM ANOTHER CERTIFIED SHOP AND NO HOSES HAVE BEEN FOUND TO HAVE ANY LEAKS.
75	10925959	FORD	FUSION	2013	1.6	ANNA	TX	3FA6P0HR1DR	11/14/2016	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING 55 MPH IN STOP AND GO TRAFFIC, THE CONTACT NOTICED SMOKE COMING FROM THE FRONT OF THE VEHICLE. THE CONTACT PULLED THE VEHICLE OVER, TURNED OFF THE VEHICLE, AND NOTICED SMOKE COMING FROM THE FRONT VENTS OF THE VEHICLE. THERE WERE NO WARNING INDICATORS ILLUMINATED. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE AND NO REPORTS WERE FILED. THERE WERE NO INJURIES. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC. THE CONTACT STATED THAT THE OVERHEATING SENSOR WARNING INDICATOR PREVIOUSLY ILLUMINATED, WHICH INDICATED THAT THE VEHICLE OVERHEATED WHEN IT ACTUALLY HAD NOT. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE COOLANT TEMPERATURE SENSOR MALFUNCTIONED AND COOLANT WAS LEAKING ONTO THE SENSOR. THE SENSOR CONNECTION WAS DAMAGED. THE MANUFACTURER WAS NOT NOTIFIED. THE CONTACT FOUND NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING), BUT WAS UNSURE IF VEHICLE WAS INCLUDED. THE VIN WAS INVALID. THE FAILURE MILEAGE WAS UNKNOWN.
76	10926400	FORD	ESCAPE	2013	1.6	LOUISVILLE	KY	1FMCU0HX6DU	11/16/2016	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING, THE VEHICLE SUDDENLY SHUT OFF AND A WARNING MESSAGE INDICATING THAT THE ENGINE OVERHEATED DISPLAYED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE WATER HEATER WAS FAULTY AND FLUID WAS LEAKING. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 60,150.
77	10927005	FORD	ESCAPE	2013	1.6	CLARKSVILLE	TN	1FMCU0GX2DU	11/18/2016	COOLANT BYPASS VALVE CLOGGED CAUSING MY VEHICLE TO OVERHEAT AND STALL IN THE MIDDLE OF THE HIGHWAY AFTER TURNING OFF OF A VERY BUSY INTERSECTION. MANAGED TO LIMP THE VEHICLE TO FORD AND PART WAS REPLACED AFTER TWO DAYS OF THE DEALER HAVING IT. PART IS UNDER RECALL, BUT NOT APPLICABLE FOR MY VIN APPARENTLY TOLD TO ME BY FORD CORPORATE. COST OF REPAIR OUT OF POCKET WAS \$400.
78	10927033	FORD	FUSION	2013	N/A	HOLDEN	MA	N/A	11/18/2016	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING APPROXIMATELY 65 MPH, THE ENGINE COOLANT WARNING INDICATOR ILLUMINATED WITHOUT WARNING. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT THERE WAS A CRACK IN THE CYLINDER. THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE VEHICLE WAS PREVIOUSLY REMEDIED PER NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE VIN WAS UNKNOWN. THE APPROXIMATE FAILURE MILEAGE WAS 64,000.
79	10927291	FORD	ESCAPE	2014	N/A	HOUSTON	TX	1FMCUOG97EU	11/21/2016	FORD - 2014 FORD ESCAPE (BUILT IN 2013). THE CAR WAS PARKED IN THE PARKING LOT, TURNED OFF AND AN HOUR AND A HALF LATER I WAS NOTIFIED IT WAS ON FIRE. THE FIRE STARTED UNDER THE HOOD AND ACCORDING TO THE FIRE MARSHAL THE HEAVIEST DAMAGE WAS LOCATED NEAR THE AIR FILTER AND BATTERY. ENGINE COMPARTMENT WAS HEAVILY DAMAGED.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
80	10927570	FORD	FUSION	2013	N/A	AUSTIN	TX	N/A	11/22/2016	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE THE VEHICLE WAS IDLING, THE COOLANT OVER TEMPERATURE WARNING INDICATOR ILLUMINATED, RESULTING IN ENGINE FAILURE. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE BYPASS VALVE AND THE HEATER HOSE FAILED AND NEEDED TO BE REPLACED. ALSO, THE POWER TRAIN CONTROL MODULE NEEDED TO BE REPROGRAMMED. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE VIN WAS UNKNOWN. THE APPROXIMATE FAILURE MILEAGE WAS 50,000.
81	10928487	FORD	FUSION	2013	1.6	COLLEGE PARK	GA	3FA6P0HR3DR	11/29/2016	YESTERDAY I PURCHASED A VEHICLE THROUGH AN AUTO BROKER FROM MANHEIM ATLANTA. NO MORE THAN 6 HOURS LATER THE VEHICLE CAUGHT FIRE WHILE I WAS DRIVING IT AND EXPLODED MULTIPLE TIMES. 7:30PM I WAS DRIVING ON 285 HEADED HOME AND I NOTICED A WARNING ON MY DASH STATING THAT THE POWER STEERING ASSISTANCE HAS A FAULT AT THE SAME TIME I NOTICED BALLS OF FIRE COMING FROM UNDERNEATH MY CAR. I TRIED TO GET TO THE SHOULDER HOWEVER THE ENGINE SEIZED HINDERING ME FROM DOING ANYTHING. BY THE TIME THE CAR SLOWED THE INTERIOR WAS FILLED WITH SMOKE, I JUMPED OUT THEN THE CAR EXPLODED MULTIPLE TIMES. *TR
82	10928481	FORD	FUSION	2013	1.6	UNION CITY	GA	3FA6P0HR3DR	11/29/2016	POWER STEERING SYSTEM FAULT CAME ON THE DASH. PRESSED THE OK BUTTON AND THEN NOTICED BALLS OF FIRE COMING FROM UNDER THE VEHICLE. I THEN TRIED TO PULL OVER. I COULDN'T BRAKE, PRESS THE GAS, OR TURN THE STEERING WHEEL. THE CAR THEN BURST INTO FLAMES AND THEN THE VEHICLE EXPLODED AND BURNED.
83	10929762	FORD	ESCAPE	2013	1.6	NAPLES	FL	1FMCU0GX6DU	12/3/2016	I HAVE HAD SEVERAL PROBLEMS WITH THIS VEHICLE ASIDE FROM THE OFFICIAL RECALLS ISSUED ON MY SPECIFIC CAR. STARTED LOSING COOLANT. WOULD STALL AFTER STARTING AND SLUGGISH DURING ACCELERATION. TOOK TO DEALERSHIP WERE I WAS TOLD I NEEDED A NEW FUEL PRESSURE SENSOR AND BATTERY. (NO MENTION OF COOLANT LEAK UNTIL I PUSHED FURTHER) NEW PARTS COST ME NEARLY \$600 AND I WAS THEN TOLD THAT I NEEDED A NEW CYLINDER HEAD (THAT WAS CAUSING COOLANT LEAK). PRICE FOR NEW CYLINDER HEAD UPWARDS OF \$3000 (OUT OF WARRANTY BY 4000 MILES). I TOOK THE CAR FROM THE DEALERSHIP WITHOUT CYLINDER HEAD REPAIR. STILL STALLING AFTER STARTED AND SLUGGISH DURING ACCELERATION EVEN THO FUEL PRESSURE SENSOR WAS SUPPOSED TO BE THE PROBLEM. A FEW WEEKS LATER THE CAR STARTED TO SMELL LIKE GAS WHILE I WAS DRIVING. DISCOVERED A CRACKED FUEL LINE SPRAYING INTO ENGINE COMPARTMENT. CALLED FORD BECAUSE THIS ISSUE IS PART OF A RECALL. THEY INFORMED ME THAT IT WAS NOT FOR MY VEHICLE BUT IF THEY DECIDED TO INCLUDE IT LATER I WOULD BE REIMBURSED FOR THE REPAIR. LASTLY, I WAS DRIVING THE CAR WHEN I HEARD AN ODD METAL ON METAL TYPE OF NOISE. I STOPPED AT A LIGHT AND THE CAR SHUT OFF. NO WARNING LIGHTS ON THE DASH TO TELL ME WHAT MIGHT BE THE PROBLEM. PUSHED THE CAR INTO A PARKING AND DISCOVERED THAT IT HAD A BLOWN HEAD GASKET AND OIL IN THE WATER AND A DIFFERENT PART OF GAS LINE HAD CRACKED SPRAYING FUEL INTO THE ENGINE COMPARTMENT AGAIN. THIS CAR NEVER ONCE OVERHEATED SO THERE IS NO REASON IT SHOULD HAVE A BLOWN HEAD GASKET. SO NOW THE CAR IS NOT QUITE 4 YEARS OLD AND NOT DRIVABLE.
84	10929841	FORD	FUSION	2013	N/A	WALNUT COVE	NC	N/A	12/5/2016	CAR IS EQUIPPED WITH 1.6 ECHOBOOST ISSUE STARTED LAST YEAR CAR POWERED DOWN FOR NO REASON DEALER COULD NOT FIND PROBLEM. FORD CHANGED WATER PUMP AT THIS TIME STATING RECALL EVEN THOUGH AT THIS TIME I EXPLAINED COULD SMELL ANTIFREEZE. CAR BEGAN TO ACT UP AGAIN CHANGED SPARK PLUGS ONLY TO HAVE ONE STICK FIXED PROBLEM AT MY EXPENSE FORD EXPLAINED NEVER HEARD OF THIS ISSUE WHICH IS NONSENSE ACCORDING TO THE NUMEROUS COMPLAINTS NOTED ONLINE. GOT CAR BACK SAME DAY CHECK ENGINE LIGHT CAME ON FORD SAID IT WAS FUEL SENSOR WHICH I PAID. NEXT WEEK CHECK ENGINE LIGHT CAME BACK ON FINALLY DEALER SMELLED ANTIFREEZE EVEN THOUGH THIS HAS BEEN BROUGHT TO THERE ATTENTION. FORD DOES NOT WANT TO COVER ITEMS EVEN THOUGH THIS WAS A CERTIFIED USED CAR AND HAS 65000 MILES STILL UNDER 100000 MILE WARRANTY. I WAS DRIVING CAR WHEN IT STALLED BOTH TIMES IN WINTER WHEN TEMPS WERE BELOW FREEZING. ANTIFREEZE DID NOT LEAK IN GARAGE I DID EXPLAIN I NOTED MOISTURE WHEN CHANGING PLUGS LOCATED AROUND HEAD. *TR
85	10933659	FORD	ESCAPE	2013	1.6	ELKTON	ME	1FMCU0GX9DU	12/7/2016	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING VARIOUS SPEEDS, THE VEHICLE STALLED, THE STEERING WHEEL LOCKED, AND THE VEHICLE WAS UNABLE TO SHIFT INTO NEUTRAL. THE ENGINE WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE VEHICLE HAD A GASKET ISSUE. THE VEHICLE WAS REPAIRED, BUT THE FAILURE RECURRED. THE VEHICLE WAS TOWED TO THE DEALER AGAIN WHERE IT WAS DIAGNOSED THAT IT NEEDED COOLANT. THE FAILURE RECURRED AND THE VEHICLE WAS TOWED TO THE DEALER AGAIN. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE ISSUE. THE FAILURE MILEAGE WAS APPROXIMATELY 100,000.
86	10937312	FORD	FUSION	2013	1.6	GOUVERNEUR	NY	3FA6P0HR0DR	12/23/2016	LEFT MY HOUSE DROVE 5 MILES, STOPPED TO SISTERS HOUSE TO DROP OFF AN ITEM, 2-3 MINUTES LATER WALKED OUTSIDE AND FOUND FLAMES COMING OUT OF THE HOOD ON THE PASSENGER SIDE NEAR WINDSHIELD. BARELY ABLE TO OPEN DOOR QUICK ENOUGH TO GET MY PURSE OUT AND IT WAS ENGULFED. WOKE UP A NEIGHBOR WHO CAME OVER WITH A TRUCK TO DRAG IT AWAY FROM HOUSE AND GARAGE. WASN'T FOR HIM MY SISTERS HOUSE WOULD BEEN LOST AS IT TOOK 25 MINUTES FOR FIRE DEPARTMENT TO SHOW UP. ONLY THING NOT BURNED IS THE TAILLIGHTS. OBVIOUSLY THERE WAS AN ISSUE IN THE ENGINE COMPARTMENT. HAVE READ ABOUT A RECALL FOR THIS SPECIFIC MODEL FOR THIS SPECIFIC REASON. FEELING LIKE MY INSURANCE IS NOT GOING TO BE VERY HELPFUL WITH DAMAGES. WHAT ELSE CAN BE DONE?
87	10937469	FORD	ESCAPE	2013	N/A	EDGERTON	KS	N/A	12/26/2016	TOOK VEHICLE IN FOR COOLANT LEAK ONLY TO FIND OUT THE WATER PUMP HAD A LEAK. I AM ONLY AT 70,000 MILES. THIS SEEMS VERY SUSPECT. DOES ANYONE KNOW OF A RECALL FOR THIS ISSUE? THIS WAS THE 3RD CHECK UP IN LESS THAN 21 DAYS FOR THE SAME LEAK BEFORE IT WAS IDENTIFIED BY THE DEALER.
88	10938791	FORD	FUSION	2013	1.6	FREDERIC	WI	3FA6P0HR8DR	12/30/2016	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING APPROXIMATELY 25 MPH, THE VEHICLE STALLED AND WAS COASTED TO A PARKING SPACE. A "FUEL ECONOMY" WARNING MESSAGE APPEARED. THE VEHICLE WAS TURNED OFF. UPON ATTEMPTING TO RESTART THE VEHICLE, THE CONTACT NOTICED SMOKE UNDERNEATH THE HOOD. ONCE THE HOOD WAS OPENED, FLAMES WERE SEEN ON THE REAR PASSENGER SIDE OF THE ENGINE. THE CONTACT WAS ABLE TO EXTINGUISH THE FIRE. THE FIRE DEPARTMENT WAS NOT CALLED AND A POLICE REPORT WAS NOT FILED. THERE WERE NO INJURIES. THE VEHICLE WAS TOWED TO A DEALER WHERE IT WAS DIAGNOSED THAT THE ENGINE HEAD CRACKED FROM OVERHEATING, WHICH SENT OIL TO THE HOT TURBO. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 12V551000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS 80,000.
89	10939246	FORD	ESCAPE	2013	1.6	SPRING	TX	1FMCU0GX6DU	1/3/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING 60 MPH, THE CHECK ENGINE WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT THE ENGINE COOLANT BYPASS VALVE FAILED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 78,000. UPDATED 04/05/17*LJ *TR
90	10946940	FORD	FUSION	2013	1.6	AIKEN	SC	3FA6P0HR9DR	1/23/2017	I WAS DRIVING TO WORK AND NOTICED SMOKE COMING THROUGH THE VENT INSIDE THE CAR. I PULLED OVER AND TRIED TO GET OUT THE CAR MY DOOR WOULDN'T OPEN SO I HAD TO PUNCH IT WHEN I GOT OUT THE CAR WAS ON FIRE UNDERNEATH THE FRONT TIRES. AFTER THE FIRE DEPARTMENT INVESTIGATED IT WAS PROVEN THAT THE FIRE STARTED FROM THE ENGINE COMPARTMENT. *TR
91	10949218	FORD	ESCAPE	2013	1.6	COMMACK	NY	1FMCU9HXXDU	2/3/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT NOTICED THAT A WARNING INDICATOR ILLUMINATED, INDICATING THAT THE COOLANT LEVELS WERE LOW. THE CONTACT TOOK THE VEHICLE TO THE DEALER FOUR SEPARATE TIMES FOR THE SAME ISSUE. THE DEALER DIAGNOSED THAT THE LONG BLOCK NEEDED TO BE REPLACED DUE TO THE COOLANT LEAKING INTO THE ENGINE. THE ENGINE WAS REPLACED; HOWEVER, THE COOLANT WAS NOT REPLACED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND INFORMED THE CONTACT THAT THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBERS: 12SV551000 (ENGINE AND ENGINE COOLING) AND 12V4310000 (ENGINE AND ENGINE COOLING). THE APPROXIMATE FAILURE MILEAGE WAS 45,161. UPDATED 03/15/17*LJ *CN
92	10950109	FORD	ESCAPE	2013	1.6	FARIBAULT	MN	1FMCU9GX2DU	2/7/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT THE LOW COOLANT WARNING INDICATOR ILLUMINATED. UPON INSPECTION, THE CONTACT NOTICED A PUDDLE OF COOLANT ON THE GROUND AND THE COOLANT WAS BELOW THE MINIMUM LINE. THE FAILURE OCCURRED FIVE OTHER TIMES. THE CONTACT STATED THAT THE VEHICLE ONLY EXPERIENCED THIS FAILURE WHEN THERE WAS EXTENDED DRIVING. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT A HOSE NEEDED TO BE REPLACED. THE SPECIFIC HOSE WAS NOT DISCLOSED. THE VEHICLE WAS REPAIRED; HOWEVER, THE FAILURE RECURRED. THE CONTACT REFERENCED NHTSA CAMPAIGN NUMBER: 12V431000 (ENGINE AND ENGINE COOLING), BUT THE VIN WAS NOT INCLUDED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 86,000.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
93	10949962	FORD	FUSION	2013	1.6	SAINT LOUIS	MO	3FA6P0HR0DR	2/7/2017	MY CHECK ENGINE LIGHT CAME ON WHILE I WAS ON MY WAY HOME FROM WORK. WHILE SITTING IDLE AT A STOPLIGHT, THE CAR WARNED THE ENGINE WAS OVERHEATING SO I PULLED OVER AND SHUT IT OFF FOR 20 MINUTES. THE NEXT MORNING WHEN I WENT OUT TO MY CAR, I NOTICED A LARGE AMOUNT OF CLEAR FLUID HAD LEAKED OUT. ON MY WAY TO THE DEALERSHIP, THE CHECK ENGINE LIGHT WENT OFF AND (ACCORDING TO THE DEALERSHIP) STAYED OFF UNTIL I PICKED THE CAR BACK UP AND STARTED DRIVING HOME. AFTER RUNNING DIAGNOSTICS AT THE DEALERSHIP, IT TURNS OUT THAT THE ENGINE BYPASS SOLENOID VALVE SHORTED OUT DUE TO A FAULTY COOLANT TEE ON THE HEATER CORE INLET. AFTER DOING SOME RESEARCH, IT SEEMS THAT THIS WAS A RECALL ON 2013 FORD FUSION SE 1.6L CARS. I CONTACTED MY LOCAL FORD DEALERSHIP AND WAS TOLD THAT MY SPECIFIC 2013 FORD FUSION SE 1.6L WAS NOT PART OF THIS RECALL (ALTHOUGH IT WAS INCLUDED IN THREE OTHER RECALLS FROM FORD). AFTER A SIMPLE SEARCH, I DISCOVERED THAT THIS SEEMS TO BE A WIDESPREAD ISSUE WITH THIS CAR-REGARDLESS OF THE RECALL. APPARENTLY OTHER 2013 FORD FUSION OWNERS NOT INCLUDED IN THE RECALL ARE EXPERIENCING THE EXACT SAME ENGINE COOLANT PROBLEM. IT ALSO SEEMS THE ORIGINAL RECALL HAD TO BE REOPENED TO INCLUDE ADDITIONAL VEHICLES. PERHAPS IT NEEDS TO BE REOPENED AGAIN.
94	10954072	FORD	ESCAPE	2014	1.6	BELLEFONTE	PA	1FMCU9GX5EU	2/12/2017	DRIVING DOWN THE ROAD (4 LANE HIGHWAY) AND MY VEHICLE JOLTED ALL THE SENSORS LIT UP INCLUDING A BLUE ONE SO I PULLED OFF TO THE SIDE OF THE ROAD AND TURNED VEHICLE OFF THEN SAW FLAMES AND EXITED VEHICLE.
95	10955170	FORD	ESCAPE	2013	1.6	ROHNERT PARK	CA	1FMCU9HXXDU	2/16/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT THE LOW COOLANT AND CHECK ENGINE INDICATORS ILLUMINATED. THE DEALER DIAGNOSED THAT THE COOLANT WAS LEAKING INTO THE ENGINE. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE FAILURE MILEAGE WAS 90,000.
96	10957573	FORD	ESCAPE	2013	2	DAYTON	NV	1FMCU9H98DU	2/28/2017	DRIVING MY 2013 FORD ESCAPE SEL WITH ONLY 52000 MILES ON IT HOME FROM SHOPPING IN RENO, NEVADA. I WAS IN WASHOE VALLEY, NV WHEN I THOUGH THE HIGH WINDS WERE KEEPING MY CAR FROM SPEEDING UP, WHEN I COULD NOT ACCELERATE I PULLED TO THE SLOW LANE AND THEN ONTO THE SHOULDER. I PUT THE CAR IN PARK AND LOOK AT MY DASH TO SEE IF I WAS OVERHEATING OR ANY OTHER ISSUES WERE APPARENT. MY DASH SHOWED NOTHING WRONG AT ALL. NO LIGHTS OR WARNINGS OF ANY KIND. THE GAGES WERE ALL RUNNING NORMAL. I PUT MY CAR IN PARK AND WITHIN A SECOND OR TWO A LARGE VERY BLACK BILLOW OF SMOKE CAME UP BACK PART OF THE ENGINE NEAREST TO HE DRIVERS SIDE WINDOW. THEN SECOND LATER LARGER FIRE FLAMES CAME RIGHT BEHIND IT THAT WENT OVER THE TOP OF MY CAR. MY CAR WENT UP IN FLAMES IN JUST MOMENTS. I HAD TO JUMP FROM THE BURNING CAR TO SAFELY.
97	10959750	FORD	ESCAPE	2013	1.6	SAN LUIS	MO	1FMCU0HX9DU	3/9/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING APPROXIMATELY 30 MPH, THE CHECK ENGINE WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE COOLANT BYPASS VALVE NEEDED TO BE REPLACED. THE CONTACT ALSO TOOK THE VEHICLE TO TWO OTHER INDEPENDENT MECHANICS WHO PROVIDED THE SAME DIAGNOSIS. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 110,000.
98	10960325	FORD	ESCAPE	2013	1.6	ALBUQUERQUE	NM	1FMCU0GX9DU	3/13/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING 5 MPH, THE VEHICLE'S TEMPERATURE WARNING INDICATOR ILLUMINATED. THE CONTACT PULLED OVER AND DISCOVERED THAT THERE WAS NO COOLANT IN THE RESERVOIR. THE VEHICLE WAS TAKEN TO A DEALER, BUT WAS NOT DIAGNOSED. THE VEHICLE WAS THEN TAKEN TO AN INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT THE HEATING ELEMENT HAD FAILED. THE VEHICLE WAS REPAIRED, BUT VEHICLE STILL LEAKS COOLANT. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE APPROXIMATE FAILURE MILEAGE WAS 83,058. UPDATED 06/02/17* LJ *AS
99	10966727	FORD	ESCAPE	2013	1.6	SONORA	CA	1FMCU9GX6DU	3/19/2017	VEHICLE OVERHEATED NUMEROUS TIMES WHILE IN MOTION AND AT REST ON THE HIGHWAY AND ON CITY STREETS. TEMPERATURE SPIKED SUDDENLY AT RANDOM. CHECKED COOLANT LEVELS. COOLANT WAS LOW, SO ADDITIONAL COOLANT WAS ADDED. HAPPENED 3 TIMES BEFORE TAKING INTO FORD DEALER. ENGINE WAS TORN DOWN TO BLOCK. COOLANT LINE WAS FOUND LEAKING INTO ENGINE. COOLANT WAS FOUND IN CYLINDER 3. A GROOVE FORMED IN THE ENGINE BLOCK. HEAD GASKET FAILED BECAUSE OF THIS. ACCORDING TO THE FORD DEALERSHIP, NOTHING COULD HAVE BEEN DONE TO CAUSE OR PREVENT THIS. THERE WAS NO WAY OF KNOWING THAT THE DAMAGE WAS OCCURING. SPOKE WITH FORD REPRESENTATIVES. SINCE THE VEHICLE WAS APPROX. 12,000 MILES OUTSIDE OF WARRANTY, NO REPAIRS OR REIMBURSEMENT WOULD BE PROVIDED BY THEM. SPOKE WITH THE EXTENDED WARRANTY REPS. BECAUSE THE PART THAT INITIALLY FAILED WAS A NON-LUBRICATED PART, NO SERVICES WOULD BE COVERED. THE COST TO REPAIR THE ENGINE IS \$9,411. COST TO TEAR THE ENGINE APART AND DIAGNOSE WAS \$1585.08. BOUGHT THIS VEHICLE AT 62,000 MILES IN GOOD FAITH THAT THIS WAS A RELIABLE VEHICLE. ALL SERVICE WAS DONE ON TIME WITH RECOMMENDED SERVICE, WITH SERVICE RECORDS ON HAND
100	10967033	FORD	ESCAPE	2014	1.6	ROCKY MOUNT	VA	1FMCU9GX4EU	3/19/2017	WAS DRIVING HOME FROM WORK ON THE INTERSTATE. ENGINE BEGAN TO JERK A BIT THEN WARNING MESSAGES APPEARED ON SCREEN. PULLED OVER TO SIDE OF ROAD. AFTER CAR STOPPED SMOKE BEGAN TO APPEAR FROM UNDER HOOD AND ENTERING CAB THROUGH THE VENTS. I OPENED THE WINDOW TO CLEAR THE SMOKE AND LOOKED FOR PHONE NUMBER TO ROADSIDE ASSISTANCE THINKING IT WAS ONLY A BELT THAT HAD MELTED OR BURNED. WITHIN A FEW MINUTES I BEGAN TO SEE FLAMES COMING FROM UNDER THE HOOD BY THE WINDSHIELD. I EXITED THE VEHICLE AND A SHERIFF'S DEPUTY HAPPENED TO BE PULLING IN BEHIND ME AFTER SEEING MY CAR IN DISTRESS. FIRE DEPARTMENT WAS CALLED. WITHIN FIVE TO TEN MINUTES THE ENGINE AREA OF THE VEHICLE WAS ENGULFED IN FLAMES. AFTER A SHORT INVESTIGATION ON THE SCENE THE FD BELIEVED THE CAUSE TO BE ELECTRICAL AND APPEARED TO HAVE BEGUN AND CAUSED THE MOST DAMAGE TO THE PASSENGER SIDE FRONT CORNER OF THE ENGINE.
101	10968771	FORD	ESCAPE	2013	1.6	WEST MEMPHIS	AR	1FMCU0GX7DU	3/27/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT THERE WAS A PREMATURE COOLANT LEAK. THE VEHICLE OVERHEATED AND WAS UNABLE TO BE DRIVEN. THE DEALER DIAGNOSED THAT THE COOLANT VALVE PREMATURELY FRACTURED AND NEEDED TO BE REPLACED. THE MANUFACTURER EXCLUDED THE VEHICLE FROM A RECALL TO ADDRESS THE COOLANT VALVE. THE DEALER ASKED THE CONTACT TO PICK UP THE VEHICLE AFTER RECEIVING THE REPAIR. THE MANUFACTURER PROVIDED NO SOLUTION. THE FAILURE MILEAGE WAS NOT AVAILABLE.
102	10969414	FORD	ESCAPE	2013	1.6	PHOENIX	AZ	1FMCU0GX2DU	3/29/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE THE VEHICLE WAS STATIONARY, COOLANT LEAKED FROM THE ENGINE AND THE CHECK ENGINE WARNING INDICATOR ILLUMINATED WITHOUT WARNING. THE DEALER REPLACED THE COOLANT, BUT THE FAILURE RECURRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 9,500.
103	10969450	FORD	ESCAPE	2013	1.6	GROVETOWN	GA	1FMCU0GX6DU	3/30/2017	WE OWN AN ESCAPE 2013, AND THE CAR OVERHEATED AT 40MPH. THE COOLANT LEVEL WAS LOW DESPITE WE SERVICE AND REPLENISH ITS FLUIDS LEVELS EVERY 3000 TO 4000 MILES. I CALLED OUR LOCAL DEALER IN AUGUSTA GA AND THEY STATED THEY ONLY SEE ONE DOOR LATCH RECALL FOR OUR VEHICLE AND SINCE OUR CAR WARRANTY HAS EXPIRED THEY WILL NOT FIX THE PROBLEM.
104	10969840	FORD	FUSION	2013	N/A	OWEN	WI	3FA6POHRXDR	4/1/2017	CAR STARTED ON FIRE WHILE DRIVING ON THE HIGHWAY GOING HOME FOR NO REASON LUCKY TO GET OUT
105	10969895	FORD	ESCAPE	2014	1.6	PALLMALL	TN	1FMCU0GX3EU	4/1/2017	DECEMBER 3 2016 I WAS DRIVING DOWN THE ROAD ON HWY 111 AND THE ENGINE SHUT DOWN. I COASTED OVER TO THE SHOULDER OF THE ROAD AND PUT THE VEHICLE IN PARK. THE INSTRUMENT PANEL DISPLAYED ENGINE FAILURE, IMMEDIATE ATTENTION REQUIRED. SMOKE WAS COMING FROM UNDER THE HOOD. I GOT OUT OF THE VEHICLE AND RAISED THE HOOD AND FLAMES STARTED COMING FROM THE ENGINE AREA AND SPREAD VERY QUICKLY. I CALLED 911 TO PUT THE FIRE OUT. CAUSE OF FIRE IS UNKNOWN. A POLICE REPORT WAS FILLED OUT BUT I DON'T HAVE IT AT THIS TIME.
106	10970366	FORD	FUSION	2013	1.6	ATLANTA	GA	3FA6P0HR3DR	4/3/2017	ON FEBRUARY 5, 2017 THE ENGINE OF MY 2013 FORD FUSION CAUGHT ON FIRE. THE CAR BEGAN TO SMOKE FROM UNDER THE HOOD WHILE THE CAR WAS IN MOTION. I STOPPED AND OPENED THE HOOD TO INSPECT AND THE ENGINE WAS ALREADY IN FLAMES. THE FIRE SPREAD RAPIDLY AND THE FIRE DEPARTMENT HAD TO BE CALLED TO EXTINGUISH THE BLAZE. MY SON AND I WERE BARELY ABLE TO ESCAPE UNHARMED. I CONTACTED FORD ON SEVERAL OCCASIONS AND THEY HAVE BEEN UNWILLING ASSIST. THEY CLOSED MY ORIGINAL CLAIM WITHOUT ADDRESSING THE ISSUE. I ALSO ASKED IF THERE WERE ANY RECALLS RELATED TO ENGINE FIRES AND THEY STATE NO. I FEEL I AM UNABLE TO GET ANY ATTENTION TO THIS MATTER THAT PUT BOTH MINE AND MY SON'S LIVES IN DANGER AND ALSO DESTROYED THE SIZEABLE INVESTMENT I MADE INTO THE PURCHASE OF A BRAND NEW VEHICLE. PLEASE ASSIST!
107	10970393	FORD	FUSION	2013	1.6	OAKLEY	CA	3FA6P0HR1DR	4/4/2017	IN REGARDS TO NHTSA RECALL #17V209000 MY CAR WAS SERVICED FOR A 75K MAINTENANCE POINT, THE DEALER WAS UNABLE TO ADDRESS THIS RECALL DUE TO PARTS BEING UNAVAILBLE ON 3/18/17. ON 4/1/17 MY CAR OVERHEATED AND THE ENGINE SHUTDOWN DURING A DRIVE FROM WORK TO HOME, I HAD IT TOWED TO FREMONT FORD AND ON 4/3/17 THE DEALERSHIP STATED THAT THE ENGINE COOLANT WAS LOW, THE HEATER HOSES HAD TO BE REPLACED DUE TO THE OVERHEATING ON 4/1/17, AND THAT THE REPAIRS WERE NOT COVERED UNDER THE RECALL. I AM QUITE CERTAIN THAT THE DEALER IS LIABLE FOR ALL REPAIR COSTS FOR THIS INCIDENT DUE TO NEGLIGENCE IN FAILING TO ADDRESS THE RECALL AND MISLEADING ME AS TO THE TRUE CAUSE OF THE OVERHEATING OF MY VEHICLE'S ENGINE.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
108	10970906	FORD	ESCAPE	2013	1.6	KNOXVILLE	TN	1FMCU9HX8DU	4/6/2017	SINCE THE RECALL ON THE COOLANT SYSTEM, THE COOLANT LOW WARNING HAS COME ON SEVERAL TIMES. I HAVE BEEN TOLD BY FORD SERVICE MANAGERS SEVERAL TIMES THAT THE CLOSED SYSTEM HAS AN AIR BUBBLE IN IT. HOWEVER, THE COOLANT LEVEL IS LOW AND DOES REQUIRE ADDITIONAL FLUID. THE LOW COOLANT WARNING COMES ON AT START UP (IGNITION). ONCE IT GOES ON, IT MAY STAY ON OR GO OFF AND ON OVER SEVERAL DAYS. THERE HAS NEVER BEEN EVIDENCE OF A LEAK IDENTIFIED BY A SERVICE TECHNICIAN OR IN FLUID LEFT AFTER PARKING (PUDDLING). THE ENGINE ROUTINELY SMELLS HOT AFTER DRIVING 10 MINUTES OR MORE.
109	10970849	FORD	ESCAPE	2014	1.6	NEW PHILADELPHIA	OH	1FMCU0JX7EU	4/6/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. WHILE DRIVING BETWEEN 60-65 MPH, THE CHECK ENGINE WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN TO THE DEALER TO BE DIAGNOSED. THE CONTACT WAS INFORMED THAT THERE WAS A FRACTURE TO THE ENGINE BLOCK, WHICH CAUSED THE ENGINE TO OVERHEAT, MISFIRE, AND OIL TO LEAK. THE CONTACT WAS ALSO INFORMED THAT THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE VEHICLE WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 68,000.
110	10971268	FORD	ESCAPE	2016	1.6	FRANKLIN	MA	1FMCU9GX8GU	4/8/2017	LOSING ENGINE COOLANT.
111	10971523	FORD	ESCAPE	2013	1.6	SAVANNAH	GA	1FMCU9GX3DU	4/9/2017	COOLANT LEAK THAT COULD CAUSE POSSIBLE FIRE, 12V551000 STILL NOT RESOLVED FOR MY CAR. SMELL OF VAPORIZING COOLANT EVERY TIME I ACCELERATE, COOLANT DEPLETES WAY FASTER THAN A NORMAL CAR. MECHANICS DON'T FIND LEAKS IN HOSES OR LINES.
112	10971528	FORD	ESCAPE	2013	N/A	CHICAGO	IL	N/A	4/9/2017	COOLANT LIGHT CAME ON AND AFTER COOLANT WAS ADDED THE CHECK ENGINE LIGHT CAME ON AND WHAT NOT GO OUT. ALSO EVERY TIME I ADDED FUEL MY VEHICLE WOULD NOT START. EACH TIME I WOULD ADD FUEL IT TOOK SEVERAL TRIES TO START THE ENGINE. EVERY OTHER DAY I WOULD NOT BE ABLE TO START THE ENGINE FOR HOURS. I TOOK THE CAR IN TO A FORD DEALERSHIP FOR INSPECTION I HAD SEVERAL CODES COME UP. A FAILED COOLANT BYPASS VALVE WAS REPLACED AS WELL AS A FUEL PRESSURE SENSOR. CODES (P 0087) (P 018 C) (P 26 B 7) (P 1450) THE RESTRAINTS MODULE CONTROL REPLACEMENT AND DID A COOLANT SYSTEM FLUSH. AFTER EXTENSIVE WORK AND OVER ALMOST \$2,000 SPENT MY VEHICLE ENGINE LIGHT KEEPS COMING ON AND I CONTINUE TO HAVE TROUBLE STARTING MY VEHICLE AFTER ADDING FUEL EVERY SINGLE TIME. THE FUEL ISSUE REALLY WORRIES ME BECAUSE WHENEVER I GET OUT OF MY VEHICLE I SMELL GAS AND DON'T THINK THAT IS NORMAL. I REALLY HOPE I CAN GET THIS RESOLVED SOON BECAUSE I CANNOT GO WITHOUT DRIVING BUT I AM LOOSING SLEEP AS WELL AS BEING VERY NERVOUS WHEN I HAVE TO REFUEL. PLEASE HELP ME RESOLVE THIS ISSUE AS SOON AS POSSIBLE BECAUSE I AM STARTING TO REGRET CHOOSING A FORD!!!!!!
113	10971798	FORD	ESCAPE	2013	1.6	MACUNGIE	PA	1FMCU9HX1DU	4/11/2017	CAR HAS BEEN LOSING COOLANT DURING THE PAST YEAR. I HAVE ADDED COOLANT WHENEVER LOW-LEVEL ALARM CAME ON, AND TAKEN TO MECHANIC MULTIPLE TIMES WITHOUT ANY LEAK BEING DISCOVERED. COOLANT NEEDS TO BE ADDED AT LEAST ONCE A MONTH. I NOTICED A RECALL ON 2014 1.6L FORD ESCAPES FOR THIS ISSUE, BUT THE SAME PROBLEM EXISTS WITH MY 2013 1.6L.
114	10972172	FORD	FUSION	2013	1.6	RENO	NV	3FA6P0HR3DR	4/13/2017	MY VEHICLE HAS HAD THE CHECK ENGINE LIGHT GO ON AND OFF NUMEROUS TIMES IN THE LAST SIX MONTHS, AND SMELLED A FUNNY SMELL COMING THROUGH THE VENTS. I GET REGULAR MAINTENANCE, HAVE HAD THE CODES READ AS WELL AS DIAGNOSTIC TEST PERFORMED. THE MOST I HAVE BEEN TOLD IS THAT THERE WAS A P144C CODE WHICH IS SOMETHING TO DO WITH THE FUEL SYSTEM WRONG. NOW WHEN DRIVING THE VEHICLE BEGAN TO STALL. I TOOK MY CAR IN TO FORD THEY TOLD ME THAT I NEEDED 3000 DOLLARS IN WORK DONE AND HAVE YET TO ADDRESS THE 17S09 RECALL EVEN UPON MY CONCERNS. I WAS TREATED UNFAIRLY AT MY LOCAL FORD AND TOOK MY CAR TO ANOTHER SHOP. NOW AM BEING TOLD THAT MY CAR HAS BEEN OVERHEATING AND THAT MY CYLINDER HEAD GASKET NEEDS REPLACED. I HAVE BEEN IN CONTACT WITH FORD AND THEY WONT EVEN HELP, UNTIL THEY SEND A LETTER TO ME NEXT WEEK. MY CAR IS ALREADY IN THE SHOP AND THE RECALL NEEDS TO BE ADRESSED. I NEED HELP.
115	10979110	FORD	ESCAPE	2013	1.6	DOUGLAS	WY	1FMCU9GX4DU	4/18/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING, SMOKE EMITTED FROM THE FRONT END OF THE VEHICLE AND THE TEMPERATURE GAUGE DISPLAYED THAT THE VEHICLE OVERHEATED. THE VEHICLE WAS TOWED TO A DEALER WHERE IT WAS DIAGNOSED THAT COOLANT HAD LEAKED INTO THE ENGINE CYLINDER AND CAUSED THE ENGINE TO FAIL. AS A RESULT, THE TECHNICIAN STATED THAT THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND STATED THAT THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE FAILURE MILEAGE WAS 67,000.
116	10979128	FORD	ESCAPE	2013	1.6	STUART	FL	1FMCU0GX4DU	4/18/2017	CAR IS LOOSING COOLANT AND SMOKING WHEN STARTED. CAR SMELLS LIKE SOMETHING IS BURNING.
117	10979297	FORD	ESCAPE	2013	1.6	CENTENNIAL	CO	1FMCU9HX1DU	4/19/2017	MY CAR WILL NOT HOLD COOLANT. HAS BEEN TO SHOP MANY TIMES.OVERHEATS. SHUTS DOWN. A HUGE RECALL ON THIS HOWEVER FORD WON'T FIX MINE BECAUSE IT WAS ALREADY RECALLED FOR SAME REASON IN 2014 AND SUPPOSEDLY FIXED. IT'S DANGEROUS AND FORD WON'T WORK W ME AT ALL. ENGINES HAVE BEEN REPORTED ENGINE FIRES DUE TO THIS. HAS HAPPENED ABOUT 20 TIMES IN A YEAR AND A HALF. THEY WON'T FIX IT.
118	10979258	FORD	FUSION	2013	1.6	HUNTSVILLE	AL	3FA6P0HR0DR	4/19/2017	ON APRIL 1, 2017, I WAS STOPPED AT A RED LIGHT ON A HIGHWAY ON MY WAY HOME FROM A TRIP WHEN MY ENGINE TEMPERATURE SPIKED AND I LOST ALL POWER TO THE ENGINE. I WAS BARELY ABLE TO GET IT TO THE MEDIAN. I HAD JUST HEARD ABOUT THE RECALL THAT DAY COINCIDENTALLY, SO I HAD IT TOWED TO A FORD DEALERSHIP ON MONDAY. THEY DETERMINED THAT IT WAS A CRACKED ENGINE HEAD DUE TO OVERHEATING. THE MECHANIC SEEMED UNAWARE OF THE RECALL WHEN I INQUIRED, BUT THEY AGREED TO CHECK INTO IT. THAT WAS TWO AND A HALF WEEKS AGO. I WAS ADVISED TO CONTACT FORD AND HAVE BEEN DEALING WITH THE REGIONAL CUSTOMER SERVICE REP. EVER SINCE. FORD HAS BASICALLY OFFERED NO INFORMATION UNTIL TODAY. TODAY I WAS INFORMED VIA E-MAIL THAT THE RECALL IS FOR THE "COOLANT SENSOR" AND "THIS DOES NOT COVER THE REPAIR TO REPLACE THE CYLINDER HEADS." I HAVE READ THE RECALL AND IT STATES VERY CLEARLY THAT THE DANGER OF THE RECALL IS OVERHEATING AND A CRACKED CYLINDER HEAD. I DO NOT HAVE AN OFFICIAL ESTIMATE YET, BUT I HAVE BEEN ADVISED IT WILL COST ME THOUSANDS TO FIX. THIS IS A CAR THAT IS LESS THAN FIVE YEARS OLD AND 72000 MILES, JUST OUT OF WARRANTY. I CHANGE THE OIL AND CHECK THE FLUIDS REGULARLY. IT WAS APPARENTLY BURNING ANTIFREEZE AT FAST ENOUGH TO CAUSE IT TO OVERHEAT AND CRACK A CYLINDER HEAD. MINE DID NOT CATCH ON FIRE, BUT BASED ON MY UNDERSTANDING OF THE RECALL THIS KIND OF DAMAGE COULD HAVE CAUSED A FIRE AND MANY HAVE CAUGHT FIRE. BASED ON MY READING OF THE RECALL ISSUED BY FORD, THE ONLY SOLUTION THEY ARE OFFERING IS A COOLANT SENSOR. RATHER THAN ADDRESS THE REAL ISSUE OF OVERHEATING AND THE RESULTING DAMAGES, FORD IS APPARENTLY TRYING TO GET AWAY WITH MERELY INSTALLING A SENSOR THAT WILL GIVE YOU A HEADS UP BEFORE YOUR ENGINE EXPLODES. SURELY THIS IS UNACCEPTABLE IN A MODERN VEHICLE.
119	10979278	FORD	FUSION	2013	1.6	LOUISVILLE	KY	3FA6P0HR0DR	4/19/2017	2013 FUSION OVERHEATED ON HWY, WITH NO WARNING. OVERHEATED LIGHT CAME ON, CAR STARTED TO SPUTTER AND QUITE, I WAS ABLE TO PULL OFF THE HWY. FORD WILL NOT REPAIR AS PART OF THE COOLANT RECALL.
120	10979340	FORD	FUSION	2013	1.6	KINGWOOD	TX	3FA6P0HR2DR	4/19/2017	TL* THE CONTACT OWNED A 2013 FORD FUSION. THE CONTACT STATED THAT WHILE DRIVING AT APPROXIMATELY 65 MPH, THE CHECK ENGINE WARNING LIGHT ILLUMINATED. THE CONTACT MERGED TO THE SHOULDER OF THE ROAD WHERE SMOKE WAS NOTICED COMING FROM THE HOOD AND FIRE ENTER THE VEHICLE. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE. IT WAS UNKNOWN IF A POLICE OR FIRE REPORT WAS REPORTED. THERE WERE NO INJURIES REPORTED. THE VEHICLE WAS DESTROYED. THE VEHICLE WAS TOWED TO A TOWING YARD. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 79,950.
121	10979800	FORD	FUSION	2015	1.5	CLEVELAND	TN	3FA6P0HDXFR	4/21/2017	VEHICLE BEGAN TO OVERHEAT WHILE DRIVING ON INTERSTATE... WARNING LIGHT WOULD BLINK AND CAR WOULD GET EXTREMELY HOT... COOLANT WAS LEAKING INTO THE ENGINE, INTERNAL LEAK, SO WARNING LIGHT WOULD APPEAR ABOUT EVERY 3 DAYS VEHICLE HAS BEEN PROPERLY MAINTENANCE AND NOTHING DONE BY OWNER TO CAUSE ENGINE FAILURE
122	10980498	FORD	ESCAPE	2013	1.6	GRAIN VALLEY	MO	1FMCU0GX5DU	4/25/2017	I WAS DRIVING ON HIGHWAY 70 INTO KANSAS CITY WITH MY TWO YOUNG CHILDREN. I NOTICED THE VEHICLE SMOKING AND PULLED OVER ONTO AN OFF RAMP. I POPPED THE HOOD AND BEFORE I COULD COMPLETELY OPEN IT, MORE SMOKE CAME BILLOWING OUT. I QUICKLY GRABBED MY CHILDREN OUT OF THE VEHICLE AND WITHIN 30 SECONDS THE ENGINE WAS ENGULFED IN FLAMES.
123	10980810	FORD	FUSION	2013	1.6	LOUISVILLE	KY	3FA6P0HR9DR	4/26/2017	VEHICLE BEGAN OVERHEATING AT HIGHWAY SPEEDS OF APPROXIMATELY 65 MPH. VEHICLE SLOWED QUICKLY AS IT ENTERED "LIMP MODE" ON THE INTERSTATE. DRIVER WAS ABLE TO GET OFF OF INTERSTATE EXIT AND PULL TO A PARKING LOT. ENGINE BAY WAS EXTREMELY HOT AND THE FAINT SMELL OF SMOKE/BURNING WAS APPARENT. DRIVER HAD TO TOW VEHICLE TO FORD DEALERSHIP WHERE IT WAS FOUND TO BE SUBJECT TO RECALL 17S09.

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124	10981337	FORD	ESCAPE	2013	1.6	FREDERICK	MD	1FMCU9HX9DU	4/28/2017	OUR ESCAPE DEVELOPED A CRACKED CYLINDER HEAD THAT IS ALLOWING COOLANT TO LEAK INTO THE ENGINE. WE PURCHASED IT USED LESS THAN TWO YEARS AGO. AT THE TIME IT HAD 55K MILES AND NO ACTIVE RECALLS. CURRENTLY THERE IS 65K MILES ON THE ESCAPE. MULTIPLE RECALLS FOR THIS ENGINE HAS BEEN ISSUED MANY HAVE WHICH RESULTED IN A SIMILAR ENGINE PROBLEM. SUPPOSEDLY FORD HAS PERFORMED THE RECALL WORK THIS OUR CAR, BUT THIS PROBLEM HAS COME UP. THEY WANT US TO PAY FOR THE REPAIR WORK EVEN THOUGH IT SEEMS LIKELY THAT IT'S RELATED TO RECALL REPAIRS THAT WERE NOT CORRECTLY COMPLETED. THE RECALLS ASSOCIATED WITH THIS ENGINE ARE #13V583000, 12V551000, 12V431000. THE FIRST INVOLVES A CRACKED HEAD AND THE OTHER TWO INVOLVE LEAKING COOLANT (WE'VE LOST AN ENTIRE RESERVE TANK IN A SHORT PERIOD OF TIME). WHEN WE TOOK IT IN THE FIRST TIME TO HAVE IT CHECKED THEY PERFORMED A PRESSURE TEST AND COULD NOT LOCATE ANY COOLANT LEAKS AND TOLD US TO CONTINUE DRIVING IT UNTIL IT REGISTERED WITH LOW COOLANT AGAIN. THIS SECOND TIME WAS WHEN WE BROUGHT IT IN AND THEY TOLD US ABOUT THE CRACKED CYLINDER HEAD.
125	10981551	FORD	FUSION	2013	1.6	HOUSTON	TX	3FA6P0HR7DR	5/1/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING APPROXIMATELY 40 MPH ATTEMPTING TO STOP AT A RED LIGHT, THE ENGINE COOLANT WARNING INDICATOR ILLUMINATED AND THEN DIMMED. THE CONTACT CONTINUED DRIVING AND THE WARNING INDICATOR ILLUMINATED AGAIN; HOWEVER, THIS TIME THE VEHICLE LOST ACCELERATION AND EVENTUALLY STALLED. THE CONTACT COASTED THE VEHICLE TO THE ROAD SHOULDER TO A COMPLETE STOP. THE CONTACT NOTICED THAT THE COOLANT IN THE RESERVOIR WAS EMPTY. AFTER ADDING COOLANT, THE VEHICLE DID NOT START. THE VEHICLE WAS TOWED TO THE CONTACT'S RESIDENCE. AN INDEPENDENT MECHANIC DIAGNOSED THAT THE WATER PUMP MAY BE THE CAUSE OF THE FAILURE. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE CONTACT RECEIVED A RECALL NOTIFICATION FOR NHTSA CAMPAIGN NUMBER: 17S090000 (ENGINE). THE APPROXIMATE FAILURE MILEAGE WAS 80,000.
126	10983160	FORD	ESCAPE	2013	1.6	DALY CITY	CA	1FMCU0GX3DU	5/2/2017	VEHICLE WAS IN MOTION ON A CITY STREET AND THE ENGINE RUNNING TO HOT STOP SAFELY ALERT CAME ON AND THE VEHICLE WAS STOPPING. THIS HAPPENED TWICE. HAD MY MECHANIC CHECK IT OUT. HE DID A SCAN AND 2 CODES CAME UP P1299 CYLINDER HEAD OVER TEMP AND P1940 ENGINE COOLANT LEVEL SIGNAL NOT AVAILABLE DUE TO DRIVING CONDITION.. HE DID AN INSPECTION AND CONFIRMED ENGINE COOLANT LEAKING FROM THE WATER PUMP. THERE WAS A RECALL ON 2013 FORD ESCAPES MANUFACTURED BETWEEN 10/5/2011-8/31/2012. MY CAR WAS MANUFACTURED 12/12.
127	10983399	FORD	ESCAPE	2013	1.6	PACIFIC PALISADES	CA	1FMCU0GX7DU	5/3/2017	MY 2013 ESCAPE IS HAVING ALL OF THE ISSUES THAT ARE TALKED ABOUT IN THE RECALL OF 2014 ESCAPES REGARDING LOW ENGINE COOLANT CAUSING ENGINE FIRES. THE WATER PUMP HAS ALREADY NEEDED TO BE REPLACED AND NOW THE "LOW ENGINE COOLANT" WARNING COMES ON REPEATEDLY. WHY ARE 2013 ESCAPES NOT INCLUDED IN THE RECALL ANNOUNCED IN MARCH?
128	10983381	FORD	FUSION	2013	1.6	KISSIMMEE	FL	3FA6P0HR0DR	5/3/2017	I WAS DRIVING MY VEHICLE FOR ABOUT 5 MINUTES WHEN THE ENGINE OVERHEATING SIGNAL CAME ON. IT SAID "REDUCED ENGINE POWER" AND MY VEHICLE STARTED DRIVING EXTREMELY SLOW. I PULLED OVER, CHECKED THE COOLANT AND EVERYTHING LOOKED FINE. I WAITED 2 HOURS AND TURNED THE CAR ON. THE LIGHT WAS NO LONGER ON. HOWEVER, I STILL INFORMED THE FORD DEALERSHIP ABOUT THE ISSUE WHILE IT WAS UNDER WARRANTY. THEY SAID THAT THEY DID NOT FIND ANYTHING WRONG WITH THE VEHICLE. ANOTHER TIME I DROVE ABOUT AN HOUR AND MY ENGINE OVERHEATING LIGHT CAME ON AGAIN. I CHECKED THE COOLANT AND IT WAS AT A CORRECT LEVEL. THE CAR STALLED OUT AND WOULD NOT ACCELERATE. I HAD AAA TOW IT TO MY HOME. I CONTACTED THE FORD DEALERSHIP AGAIN AND THEY HAD IT TOWED IN. THEY REPAIRED THE COOLING SYSTEM, FUEL INJECTOR PRESSURE AND COOLANT BYPASS VALVE SOLENOID. THEY ALSO REPLACED THE FLP SENSOR. I WAS CHARGED \$702.28. IT IS TRULY SADDENING HOW THE CAR HAD TO BE BROKEN DOWN IN ORDER FOR THEM TO FIX IT. BUT WHEN IT WAS UNDER WARRANTY THEY DIDN'T TOUCH IT. NOW THERE'S A RECALL ON THE COOLING SYSTEM, 16S09. EVERY DAY I SMELL SOME SORT OF FUEL UNDER MY HOOD, FUMING UP MY GARAGE AND COMING THROUGH MY VEHICLE AC VENTS WHEN IT'S ON. IT MAKES ME FEEL LIKE MY CAR IS GOING TO CATCH ON FIRE BECAUSE THE SMELL IS SO STRONG. MY CHECK ENGINE LIGHT CAME ON TOO WITH CYLINDER ISSUES. COOLANT LEAKED INTO THE CYLINDER HEAD. I WOULD LIKE TO BE REIMBURSED FOR THE ENGINE REPAIRS AND FOR MY VEHICLE TO BE FIXED FREE OF CHARGE.
129	10983665	FORD	FUSION	2013	1.6	NANJEMOY	MD	3FA6P0HR4DR	5/5/2017	WHILE DRIVING ON THE BELTWAY, THE CAR ACCELERATED THEN STARTED SLOW DOWN. I MERGED OFF OF THE BELTWAY AND ONTO A RAMP TO GET SOMEWHERE SAFE. AT THE RAMP THE CAR LIGHT OF THE AIR BAG CAME ON THEN, THE CAR CAME TO A STOP, AND ALL THE LIGHTS CAME ON. AND THE HOOD OF THE CAR WAS SMOKING. I LIFTED THE HOOD AND SAW THE FIRE UNDER THE ENGINE. WE MOVED AWAY FROM THE CAR AND LUCKILY A MAN IN A WORK TRUCK SAW US AND HAD A FIRE EXTINGUISHER AND PUT THE FIRE OUT. THE CAR IS WITH THE DEALER BUT, NOTHING HAS BEEN COMPLETED AT THIS TIME. THE CAR HAS BEEN WITH THEM SINCE 5/3/17.
130	10984244	FORD	FUSION	2013	1.6	MILPITAS	CA	3FA6P0HR2DR	5/8/2017	MY CHECK ENGINE LIGHT IS ON. I HAD A DIAGNOSIS AND IT IS RELATED TO THE RECALL. THE PROBLEM IS THE BYPASS VALVE. I TOOK IT TO THE SUNNYVALE FORD DEALERSHIP FOR A RECALL AND THEY SAID THEY DON'T HAVE THE PARTS TO FIX IT. WHEN I CALLED THEM AND SET THE APPOINTMENT, THEY SAID THEY HAD THE PARTS IN STOCK BUT WHEN I GOT THERE, I WAITED TWO HOURS AND THEY DIDN'T HAVE THE PARTS. THEY JUST CHECKED THE COOLANT PRESSURE. NOW I'M AFRAID TO DRIVE THE CAR BECAUSE THE ENGINE MIGHT SET ON FIRE. WHEN I DRIVE I NOTICE THE TEMPERATURE OF THE VEHICLE FLUCTUATING UP AND DOWN OVERHEATING WHEN I GO UP HILL. PLEASE HELP. I TAKE GOOD CARE OF MY CAR AND I DO NOT WANT TO HAVE ENGINE FIRE. WHAT CAN I DO? I HAD IT LOOKED TO OTHER MECHANIC SHOPS AND THEY ARE CHARGING ME \$1700 TO FIX IT. THAT'S TOO EXPENSIVE AND IT'S NOT EVEN FORD CERTIFIED. I NEED HELP WITH ADVICE ON HOW I CAN GET THE PROBLEM SOLVED. WHEN CAN THIS RECALL CAN BE SOLVED? THE FORD DEALERSHIP DO NOT HAVE ANY ANSWERS. THEY SAID THEY WILL CALL ME WHEN THEY GET THE PARTS. IT'S BEEN A WEEK AND NO CALL FROM THE FORD DEALERSHIP. MY CAR IS OVERHEATING EVERY TIME I DRIVE IT ON THE FREEWAY THEN THE CHECK ENGINE LIGHT TURNS ON. I WENT TO PEP BOYS AND THEY TOLD ME THEY CAN'T FIX IT, I HAVE TO TAKE IT TO THE DEALERSHIP. THE DEALERSHIP IS NO HELP AT THIS POINT. ALTHOUGH I SET UP ANOTHER APPOINTMENT TO ANOTHER FORD DEALERSHIP WHICH IS ANOTHER WEEK AHEAD. I'M GOING THROUGH ALL THIS TROUBLE SO I CAN GET MY CAR FIXED THE RIGHT WAY. SORRY FOR THE TROUBLE BUT I NEED HELP AND THIS MIGHT BE MY LAST RESORT.
131	10984851	FORD	ESCAPE	2014	2	SALINE	MI	1FMCU9J96EU	5/11/2017	TRAVELING AT HIGHWAY SPEED, THE ENGINE LOST POWER. PULLED OVER TO THE SIDE OF THE ROAD AND DISCOVERED THAT THE AIR CLEANER WAS ON FIRE. THE FIRE HAD BEEN BURNING LONG ENOUGH FOR PLASTIC TO BE INGESTED INTO THE COMBUSTION CHAMBERS. THERE WAS NO SERIOUS INVESTIGATION UNDERTAKEN AND THE CAUSE OF THE FIRE REMAINS UNKNOWN. ADDITIONALLY, FORD MOTOR COMPANY REFUSED TO FIX THE ENGINE UNDER THE TERMS OF THEIR WARRANTY.
132	10984996	FORD	ESCAPE	2014	1.6	ARCANUM	OH	1FMCU9GX7EU	5/11/2017	RECEIVED RECALL 17S09 ONE WEEK STATING LOSS OF COOLANT COULD CAUSE CYLINDER HEAD TO CRACK AND OIL TO LEAK OUT ONTO EXHAUST MANIFOLD AND CATCH FIRE. THE VERY NEXT WEEK WHILE DRIVING ON A COUNTRY ROAD MY ESCAPE CAUGHT FIRE WHILE DRIVING. I WAS LUCKY TO HAVE DRINKS IN THE CAR TO BE ABLE TO GET THE FIRE OUT BEFORE THE FIRE DEPARTMENT GOT THERE. TOWED VEHICLE TO FORD SHOP AND CONTACTED FORD CUSTOMER CARE KNOWING THAT THEY ARE AWARE OF THIS PROBLEM AND THEY WILL NOT ASSIST ME IN REPAIRING VEHICLE. THE RECALL BASICALLY ONLY STATES ADDING A LOW COOLANT SENSOR WHICH IN REALLY WILL NOT HELP BECAUSE IF IT BECOMES LOW ON COOLANT THE HEAD IS ALREADY CRACKED AND DAMAGE IS ALREADY DONE. FURTHER MORE FORD KNOWING THEY HAVE THIS PROBLEM DOESN'T EVEN HAVE PARTS AVAILABLE UNTIL AT THE EARLIEST FALL OF 2017 SO MORE PEOPLE WILL BE HAVING CAR FIRES AND MAY NOT BE AS LUCKY AS I WAS TO WRITE THIS REPORT.
133	10985732	FORD	FUSION	2013	1.6	LA HADRA HEI	CA	3FA6P0HR8DR	5/15/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE THE VEHICLE WAS BEING OPERATED AT 25 MPH, THE CONTACT NOTICED BLACK SMOKE AND SMELLED A BURNING ODOR. THE "ENGINE COOLANT OVER TEMPERATURE" WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TURNED TO THE OFF POSITION AND THE FAILURE CEASED TO OCCUR. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT THE ROOT CAUSE OF THE FAILURE WAS A DEFECTIVE HOSE. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PARTS TO DO THE REPAIR WERE UNAVAILABLE. THE MANUFACTURER STATED THAT DUE TO THE DEALER'S DIAGNOSIS OF THE DEFECTIVE HOSE, THEY WOULD NOT COVER THE REPAIR UNDER THE RECALL. THE FAILURE MILEAGE WAS APPROXIMATELY 85,000.
134	10985816	FORD	FUSION	2013	1.6	CENTERVILLE	TN	3FA6P0HRXDR	5/15/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PART FOR THE REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. WHILE DRIVING, THE CONTACT SMELLED A BURNING ODOR THROUGHOUT THE VEHICLE AND SAW SMOKE COMING FROM THE HOOD OF THE VEHICLE. THE CONTACT STATED THAT THE VEHICLE STALLED AND THE ENGINE CAUGHT FIRE. THE CONTACT WAS ABLE TO EXTINGUISH THE FIRE. NO POLICE REPORT WAS FILED AND THERE WERE NO INJURIES. THE VEHICLE WAS TOWED TO THE DEALER WHERE IT WAS DIAGNOSED THAT NO COMPRESSION WAS ON THE NUMBER TWO CYLINDER AND THE ENGINE NEEDED TO BE REPLACED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND STATED THAT THEY WOULD NOTIFY COUNSEL AND GET BACK TO THE CONTACT, BUT THEY DID NOT OFFER FURTHER ASSISTANCE. THE APPROXIMATE FAILURE MILEAGE WAS 80,000.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
135	10985662	FORD	ESCAPE	2014	1.6	KINGWOOD	TX	1FMCU0GX2EU	5/15/2017	THE ENGINE OVERHEATING WARNING LIGHT CAME ON ABOUT TWO MILES DOWN THE ROAD WITH MODERATE DRIVING. PULLED OVER AND CHECKED THE COOLANT LEVEL AND IT IS LOW. ONE MONTH AGO, THE COOLANT LEVEL WAS CHECKED, IT WAS LOW AND IT WAS TOPPED OFF. THE COOLANT LEVEL SHOULD NOT GO DOWN IN ONE MONTH OF MODERATE DRIVING. ALSO, LOOKING UP INFO ON THE 2014 FORD ESCAPE, THERE IS A HISTORY OF COOLANT AND OVERHEATING ISSUES. THERE IS A DANGER OF FIRE OR THE ENGINE BLOCK CRACKING. FORD'S ANSWER WAS TO INSTALL A DETECTOR TO TELL CAR OWNER'S WHEN THE COOLANT LEVEL IS LOW. THIS IS UNACCEPTABLE. PLEASE DO SOMETHING.
136	10985762	FORD	ESCAPE	2014	1.6	HOUSTON	TX	1FMCU0GX3EU	5/15/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. WHILE DRIVING VARIOUS SPEEDS, THE VEHICLE WOULD NOT ACCELERATE ABOVE 5 MPH AND THE RPMS MALFUNCTIONED BY INCREASING AND DECREASING RAPIDLY. THE CONTACT STATED THAT HEAVY WHITISH, BLUE SMOKE EMITTED FROM THE EXHAUST. THE CONTACT STATED THAT THE VEHICLE OVERHEATED ON FOUR OCCASIONS. IN ADDITION, THE CONTACT STATED THAT THERE WAS A RECALL INITIATED PER NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING) FOR THE EXACT SAME FAILURE, BUT THE VIN WAS NOT INCLUDED. THE VEHICLE WAS REPAIRED, BUT THE FAILURE RECURRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS 54,000.
137	10985751	FORD	ESCAPE	2014	2	VACAVILLE	CA	1FMCU0J92EU	5/15/2017	TL* THE CONTACT OWNED A 2014 FORD ESCAPE. WHILE DRIVING 55 MPH, THE VEHICLE LOST POWER AND THE STEERING WHEEL SEIZED. THE CONTACT COASTED THE VEHICLE TO THE SIDE OF THE ROAD AND NOTICED SMOKE UNDER THE HOOD. THE VEHICLE BURST INTO FLAMES AND THE CHECK ENGINE AND BATTERY WARNING INDICATORS ILLUMINATED. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE AND A FIRE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A TOWING LOT AND WAS DESTROYED. THE MANUFACTURER ADVISED THE CONTACT TO CALL HER INSURANCE COMPANY AND DID NOT OFFER FURTHER ASSISTANCE. THE APPROXIMATE FAILURE MILEAGE WAS 25,000.
138	10985934	FORD	ESCAPE	2013	1.6	JACKSBORO	TN	1FMCU9HX6DU	5/16/2017	VEHICLE POWERS DOWN, LEAKS COOLANT , HAS ROUGH RIDE, VIBRATES AND HAS COMPLETELY SHUT DOWN ATLEAST TWICE REQUIRING A TOW. ENGINE HAS HOT SMELL TO IT, AS IF IT IS COMING FROM HOT COOLANT . FORD SAYS "CAN'T FIND A LEAK." THEY REPLACED A PART ON IT, HOWEVER I CAN NOT RECALL WHAT IT WAS BECAUSE THEY WERE ONLY GUESSING THEMSELVES AS FAR AS LOW COOLANT. HOWEVER IT DID NOT FIX IT ANYWAY. I HAVE CALLED FORD MANY TIMES, BUT THEY SHOW NO RECALLS TO ANY OF THE PROBLEMS I HAVE MENTIONED. I AM A SINGLE MOM & NURSE, I NEED A RELIABLE VEHICLE. IT IS SO DEPRESSING TO MAKE PAYMENTS ON VEHICLE. BY THE WAY I HAVE NO WARRANTY. THE ISSUES OCCUR AT ANY TIME ON ANY ROADS.
139	10985972	FORD	ESCAPE	2014	1.6	FAIRFIELD	CA	1FMCU0GX9EU	5/16/2017	ROUGHLY FOUR WEEKS AGO, I RECEIVED AN ALERT THAT MY CAR WAS OVERHEATING WHEN I WAS PARKED. I TOOK MY CAR IN TO FORD AND THEY TOLD ME THAT I NEED A NEW RESERVE BOTTLE AND CHARGED ME NEARLY \$300. AT THIS POINT, THEY INSPECTED MY COOLANT SYSTEM AND TOPPED OFF MY COOLANT WHICH WAS LOW. TWO WEEKS LATER, I WAS GETTING ON THE FREEWAY AND I RECEIVED A SEVERE WARNING FOR OVER HEATING. MY CAR STARTED SHAKING AND AN ALARM WAS GOING OFF. I PULLED OFF THE FREEWAY TO OBSERVE THAT MY COOLANT BOTTLE WAS COMPLETELY EMPTY. I HAD MY CAR IN THE SHOP FOR NEARLY A WEEK BEFORE THEY DISCOVERED NOW THAT I NEED A NEW COOLANT BYPASS VALVE. I BELIEVE THAT FORD NEEDS TO EXPAND THEIR RECALL (17S09) TO INCLUDE THE ACTUAL ISSUE OF WHAT IS CAUSING THE LOCALIZED OVERHEATING, WHICH IS A LACK OF COOLANT FLOWING THROUGH THE ENGINE LEADING TO A CRACK IN THE CYLINDER HEAD. I HAVE TO SPEND NEARLY \$900 TO FIX THIS PART ON A CAR BUILT IN 2014. FORD'S SOLUTION TO FIXING THE POSSIBLE CRACKED CYLINDER HEAD IS NOT TO ADDRESS THE ISSUE OF WHY THE COOLANT IS LEAKING, BUT TO INSTALL A SENSOR TO THEN MAKE OWNERS HAVE TO CONSTANTLY CHECK THEIR COOLANT SYSTEM. THIS IS NOT A FAIR SOLUTION TO THEIR PROBLEM. I DO NOT BELIEVE IT IS RIGHT TO MAKE OWNERS HAVE TO PAY FOR THE FAULTY COOLANT SYSTEM. THIS IS UNSAFE. MOST AVERAGE CONSUMERS ARE NOT MECHANICS AND WE SHOULD NOT BE SADDLED WITH HAVING TO CONSTANTLY MONITOR OUR COOLANT LEVELS BECAUSE FORD DEVELOPED A FAULTY COOLANT SYSTEM THAT COULD LEAD TO CYLINDER CRACKS THAT CAUSE ENGINE FIRES. I HAVE SPOKEN TO FORD CONSUMER RELATIONS AND THEY WERE NO HELP AT ALL. THEY COULD NOT EVEN EXPLAIN TO ME WHAT ITEMS THEY WOULD REIMBURSE FOR IN REGARD TO THIS RECALL. EVEN THOUGH THE RECALL LETTER STATES THEY WILL REIMBURSE FOR PREVIOUSLY PAID FOR COOLANT LEAK OR OVERHEATING REPAIR, THEY REFUSE TO ASSIST ME OR REIMBURSE ME FOR MY COOLANT AND OVERHEATING REPAIR. THIS IS NOT FAIR.
140	10986117	FORD	ESCAPE	2014	1.6	SPRING HILL	FL	1FMCU0JX5EU	5/17/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. THE CONTACT STATED THAT THE VEHICLE EXPERIENCED A COOLANT LEAK. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000(ENGINE AND ENGINE COOLING); HOWEVER, THE PARTS TO DO THE REPAIR WERE UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE DEALER CONFIRMED THAT THE PARTS WERE NOT AVAILABLE FOR THE RECALL REMEDY UNTIL OCTOBER. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE AND WAS NOT ABLE TO CONFIRM WHEN THE PARTS WOULD BE AVAILABLE. THE FAILURE MILEAGE WAS APPROXIMATELY 30,600. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.
141	10986346	FORD	ESCAPE	2013	1.6	SCRANTON	PA	1FMCU9HX1DU	5/18/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING VARIOUS SPEEDS, THE VEHICLE STALLED AND THE INSTRUMENT PANEL INDICATORS ILLUMINATED. THE VEHICLE WAS UNABLE TO RESTART AND WAS TOWED TO A DEALER. ON DIFFERENT OCCASIONS, THE CONTACT SMELLED AN ABNORMAL FUEL ODOR COMING FROM THE VENTILATION. THE DEALER WAS UNABLE TO DUPLICATE THE FAILURE, BUT NOTICED THAT COOLANT WAS MISSING. THE CONTACT CONTINUED TO REFILL THE COOLANT IN THE VEHICLE, BUT IT CONTINUED TO DEplete. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND OPENED CASE NUMBER: CAS12347863. THE FAILURE MILEAGE WAS APPROXIMATELY 86,000.
142	10990615	FORD	FUSION	2013	1.6	BRONX	NY	3FA6P0HR9DR	5/19/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING 25 MPH, A LOUD NOISE WAS HEARD COMING FROM THE FRONT OF THE VEHICLE AND THE CHECK ENGINE WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN TO A DEALER WHERE IT WAS DIAGNOSED WITH A COOLANT TUBING FAILURE, WHICH WOULD CAUSE THE VEHICLE TO OVERHEAT. THE VEHICLE UNDERWENT A TEMPORARY REMEDY. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PART TO DO THE REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE, BUT DID NOT ASSIST. THE VIN WAS INVALID. THE FAILURE MILEAGE WAS 33,000.
143	10991197	FORD	FUSION	2013	1.6	GAINSVILLE	FL	3FA6P0HR6DR	5/23/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING AT ANY SPEED, THE VEHICLE OVERHEATED AND SHUT OFF. THE VEHICLE WAS PUSHED TO THE SIDE OF THE ROAD AND RESTARTED. THE VEHICLE WAS TAKEN TO THE DEALER WHERE IT WAS DIAGNOSED THAT THERE WAS A LEAK IN THE COOLING SYSTEM. THE COOLING SYSTEM WAS CLEANED AND THE WATER PUMP WAS REPLACED, BUT THE FAILURE RECURRED. THE VEHICLE WAS TAKEN BACK TO THE DEALER AND THE BATTERY WAS REPLACED, BUT THE FAILURE RECURRED AND THE CHECK ENGINE INDICATOR ILLUMINATED. THE CONTACT TOOK THE VEHICLE TO THE DEALER. THE TECHNICIAN REPLACED THE COOLANT VALVE AND REPROGRAMMED THE COMPUTER SYSTEM. A FEW MONTHS LATER, THE ENGINE VIBRATED WHEN THE AIR CONDITIONER WAS ACTIVATED. THE VEHICLE WAS TAKEN TO THE DEALER AND THE AIR CONDITIONING COMPRESSOR WAS REPLACED. THE FAILURE RECURRED AND THE CHECK ENGINE INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN BACK TO THE DEALER AND THE TECHNICIAN REPLACED THE SOLENOID, BUT THE FAILURE RECURRED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURES. THE CONTACT LATER RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE FAILURE MILEAGE WAS 17,000. VIN TOOL CONFIRMS PARTS NOT AVAILABLE. ...UPDATED 07/20/17 *BF UPDATED 9/28/18*JB
144	10991429	FORD	FUSION	2013	1.6	HUNTSVILLE	AL	3FA6P0HR0DR	5/24/2017	MY 2013 FUSION LESS THAN 5 YEARS OLD AND HAS JUST OVER 72 THOUSAND MILES ON IT, WHICH PLACES IT JUST OUTSIDE OF WARRANTY. IN SEPTEMBER 2016, MY CAR GAVE ME AN OVERHEATING WARNING AS SOON AS I CRANKED IT. I PAID 300 TO HAVE THE TEMPERATURE SENDER ASSEMBLY REPLACED. ON APRIL 1, I WAS DRIVING HOME FROM A TRIP. I STOPPED AT A RED LIGHT AND MY ENGINE TEMPERATURE SUDDENLY SPIKED, I LOST ALL POWER TO THE ENGINE AND BARELY WAS ABLE TO GET IT INTO A PARKING LOT. THEY LOOKED AT IT AND CONCLUDED THAT IT HAD OVERHEATED AND A CRACKED CYLINDER HEAD, AND THEY TOLD ME THEY COULD REPAIR THE CYLINDER, BUT IT WOULD PROBABLY BE SAFER TO REPLACE THE ENGINE. I INQUIRED ABOUT THE RECALL AND FORD PAYING FOR THE REPAIR AND THEY DIRECTED ME TO OPEN A CASE WITH FORD. AFTER ARGUING WITH FORD FOR SEVERAL DAYS, FORD INFORMED ME THAT THE ONLY THING THE RECALL WOULD COVER IS THE INSTALLATION OF A COOLANT SENSOR. BASICALLY ALL THEY WOULD OFFER IS TO INSTALL A SENSOR THAT WILL GIVE ME A HEADS UP THE NEXT TIME MY ENGINE IS GOING TO BLOW UP FINALLY AFTER 6 WEEKS I PICKED THE CAR UP ON MAY 17. I STARTED TO DRIVE HOME, MADE IT ABOUT AN HOUR, WHEN MY ENGINE TEMPERATURE STARTED CLIMBING AND WARNING ME ABOUT OVERHEATING AGAIN. I PULLED OVER IMMEDIATELY, CHECKED THE COOLANT, LET IT COOL OFF AND TRIED AGAIN AND IT DID THE SAME THING WITHIN A FEW MINUTES. I HAD IT TOWED TO ANOTHER FORD DEALERSHIP AND THEY TOLD ME THERE WAS ANOTHER PROBLEM WITH THE COOLANT BYPASS VALVE AND IT HAD TO BE REPLACED. COST ME ANOTHER \$300. SO TO SUMMARIZE THIS LENGTHY STORY: I HAVE A CAR THAT IS LESS THAN 5 YEARS OLD WITH A RUINED ENGINE. FORD ADMITS THE CAR IS DEFECTIVE AND TENDS TO OVERHEAT AND RUIN THE ENGINE, YET THEY REFUSE TO ACCEPT RESPONSIBILITY AND PAY FOR THE REPAIRS. I WAITED FOR SIX WEEKS AND PAID OVER 7400 FOR NEW ENGINE THAT DIDN'T EVEN LAST AN HOUR BEFORE OVERHEATING AGAIN AND COSTING ME ANOTHER 300.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
145	10991943	FORD	ESCAPE	2014	1.6	LEBANON	NJ	1FMCU9GX5EU	5/27/2017	FEBRUARY 2017, VEHICLE IN MOTION, 50 MPH & SUDDENLY ALARM/ENGINE LIGHT & TEMP GAUGE WENT CRAZY, VEHICLE STALLS OUT FROM OVERHEATING IN LEFT LANE OF 2 LN HWY. ABLE TO CRUISE TO SHOULDER. KNEW IT WAS AN ISSUE W/ RADIATOR OR COOLANT FROM THE SMELL & WARNING ON DASH. IN CLOSE PROXIMITY OF STORE WHERE FRIEND WORKS SO WAITED 45 MIN TO COOL& VEHICLE DID START. ABLE TO NURSE IT OVER TO THE PARKING LOT THAT WAS 5MIN AWAY, ENG LIGHT STAYED ON. TIME OF INCIDENT WAS 8:00 PM VIEWING ENGINE UNDER BETTER LIGHT,COOLANT WAS CRITICALLY LOW.PURCHASED COOLANT FROM STORE WHERE REFILLED RESERVOIR, WAITED UNTIL HE WAS OFF WORK, 9:20 PM, SO CAN FOLLOW ME HOME IN CASE I NEED MORE ASSISTANCE. ARRIVE AT MY HOME WITHOUT INCIDENT, ENGINE LIGHT ON. IN FOLLOWING DAYS, I MONITOR COOLANT FOR 2 WEEKS& FIGURE ITS AN ISOLATED INCIDENT. ENGINE LT REMAINS ON FOR 7 DAYS. AFTER 3WKS, NEED TO TOP OFF COOLANT AS IT DROPS UNDER FILL LINE. I PURCHASED THIS VEHICLE @19KMI & TIME OF INCIDENT HAD 35K MILES. FEELING IT IS A BIT UNUSUAL TO HAVE THESE ISSUES AT SUCH LOW MILEAGE BUT IM NO EXPERT,FIGURED SOMETHING THAT NEEDS TO BE MONITORED REG AS THE TEMP GAUGE READS NORMAL/NO ENGINE/WARNING LIGHT HAS BEEN ON SINCE. I RECEIVED IN APRIL-SAFETY RECALL17S09/17V-209. I READ THAT REPAIR NOT AVAILABLE UNTIL LATE 2017& I WILL BE NOTIFIED BY FORD WHEN TO SCHED.SERVICE APPT FOR COOLING SYS.UPGRADE. HAVE NOT RCVD ANY FURTHER NOTICE & HAVE HAD TO TOP OFF THE COOLANT ONCE AGAIN.LETTER STATES TO "MAINTAIN PROPER COOLANT LEVEL TO REDUCE RISK OF OVERHEATING THAT CAN LEAD TO A FIRE" AM I REDUCING RISK ONLY? NOT ELIMINATING THIS RISK? IDID SOME RESEARCH, LEADING ME TO THIS COMPLAINT. I'M FINANCING THIS VEHICLE FOR \$380/MTH & VERY UNHAPPY WITH THIS SITUATION & AM NOT SURE OF MY OPTIONS IF THERE IS NO RESOLUTION YET. I DO NOT WANT TO BREAK DOWN IN TRAFFIC AGAIN IF THERE IS A RISK OF REPEATING THE INITIAL INCIDENT, OR WORSE.
146	10992671	FORD	ESCAPE	2013	1.6	GUAYNABO	PR	1FMCU0GX6DU	6/1/2017	ENGINE COOLANT LEAKS, ENGINE FAILURE, NOT CORRECTED BY DEALER
147	10993450	FORD	ESCAPE	2013	1.6	GOOSE CREEK	SC	1FMCU0HXXDU	6/6/2017	ANTIFREEZE NEEDS TO BE ADDED EVERY COUPLE WEEKS. NO SIGN OF LEAKAGE.
148	10995250	FORD	ESCAPE	2013	1.6	TAMPA	FL	1FMCU0GXXDU	6/14/2017	2013 FORD ESCAPE SE 1.6 L 4CYL I HOPE THERE IS AN INVESTIGATION THAT IS ON GOING. MY FORD IS OVER HEATING AND SOMETIMES IT WONT START BECAUSE OF A SOFTWARE FIX THAT WAS SUPPOSED TO FIX THE PROBLEM. TURNS OUT IT DELAYS THE INEVITABLE. MY CAR IS NOW AT THE FORD DEALER FOR THE SECOND TIME. TO MAKE THINGS WORSE, I WOKE UP ONE DAY AND MY POWER STEERING DIDNT WORK. I GO TO WORK WITH NO POWER STEERING AND WHEN I START IT AGAIN IT WORKS, VERY WEIRD. ALL IN ALL, I DO NOT THINK FORD DID ENOUGH. THE COOLANT SYSTEM OR THE ENGINE NEEDS TO BE REPLACED.
149	11000400	FORD	FUSION	2013	1.6	GLENDALE	AZ	3FA6P0HR5DR	6/21/2017	I WAS DRIVING MY FIANC TO WORK GOING ABOUT 25 MPH AND MADE A STOP AT AN INTERSECTION AND ALL OF SUDDEN MY CAR START TO SMELL LIKE BURNT RUBBER AND SMOKE STARTED TO COME OUT OF THE A/C AND UNDER THE HOOD. I TURNED OF THE CAR IMMEDIATELY AND CHECKED THE HOOD. THERE'S WAS FIRE!!! COMING OUT OF THE BOTTOM OF THE ENGINE. I CALLED THE FIRE DEPARTMENT BUT I WAS FORTUNATE ENOUGH TO HAVE VERY GENEROUS BYSTANDERS TO HELP ME PUT IT OUT WITH THE WATER THAT THEY WERE CARRYING. I WAS VERY LUCKY THAT THAT NO ONE GOT HURT AND THE CAR DIDN'T GO UP IN FLAMES BECAUSE I DIDN'T HAVE ANYTHING TO PUT IT OUT WITH.
150	11000780	FORD	FUSION	2013	1.6	COCONUT CREEK	FL	3FA6P0HR3DR	6/23/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. THE CONTACT STATED THAT THE VEHICLE WAS TAKEN TO AUTO NATION FORD IN MARGATE, FL TO BE REPAIRED PER NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE DEALER STATED THAT THE HOSES NEEDED TO BE REPLACED TO COMPLETE THE RECALL REPAIR. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE FAILURE WAS RELATED TO THE RECALL AND THAT THE COOLANT LEVEL SENSOR NEEDED TO BE REPLACED. THE MANUFACTURER WAS CONTACTED TO DETERMINE THE APPROPRIATE REPAIR SOLUTION. THE APPROXIMATE FAILURE MILEAGE WAS 45,545. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.
151	11001825	FORD	ESCAPE	2013	1.6	MILLINGTON	TN	1FMCU0GXXDU	6/27/2017	THIS VEHICLE HAS SOME SORT OF A COOLANT ISSUE.I HAVE BEEN PLAGUE WITH THIS AT LEAST 4 TIMES, IT NOTIFIES THE ENGINE THAT IT IS RUNNING HOT AND THEN IT GOES INTO A LIMP MODE PHASE IN WHICH IT STOPS RUNNING.IT HAS DONE THIS ON THE EXPRESS WAY WHILE I WAS ON MY WAY TO WORK,TWO TIMES ON THE NEIGHBOR STREET AND MY DRIVEWAY,,,EACH TIME ON MY WAY TO WORK.WHEN THIS HAPPENS THE VEHICLE SHUTS DOWN AND IT TAKES 8HRS FOR THE VEHICLE TO UNLOCK BEFORE ANYONE CAN WORK ON IT.IT IS NOW AT THE FORD DEALERSHIP IN WHICH IT IS AWAITING REPAIRS FOR THE SAME PROBLEM.HOWEVER NOW THE DEALERSHIP IS TELLING US, MY WIFE AND I THAT THEY MAY HAVE TO BREAK THE WHOLE ENGINE DOWN IN ORDER TO FIND WHATS WRONG WITH VEHICLE.MY QUESTION IS WHY DO WE HAVE TO PAY FOR SOMETHING THAT SHOULD HAVE BEEN DONE AT FIRST?
152	11001699	FORD	FUSION	2013	1.6	CORPUS CHRISTI	TX	3FA6P0HR7DR	6/27/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING, THE VEHICLE OVERHEATED WHILE DRIVING. THE VEHICLE WAS TAKEN TO THE FORD ACCESS DEALER (LOCATED ON 3680 IH 69 ACCESS RD, CORPUS CHRISTI, TX 78410) WHERE IT WAS DIAGNOSED THAT THE COOLANT LEVEL SENSOR FAILED AND NEEDED TO BE REPLACED. THE DEALER INFORMED THE CONTACT THAT THE RECALL REMEDY PART WOULD NOT BE AVAILABLE UNTIL THE FOURTH QUARTER OF 2017. THE DEALER ALSO WANTED THE CONTACT TO SIGN AN AGREEMENT DUE TO THE PART NOT BEING AVAILABLE AND THAT SHE WOULD TAKE RESPONSIBILITY FOR ANY FAILURE REGARDING THE RECALL. THE VEHICLE WAS NOT REPAIRED. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PART NEEDED FOR THE REPAIR WAS NOT AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND INFORMED THE CONTACT THAT THE PART WOULD BECOME AVAILABLE IN OCTOBER AND NOTHING ELSE COULD BE DONE. THE APPROXIMATE FAILURE MILEAGE WAS 72,000.
153	11002049	FORD	FUSION	2013	1.6	COLUMBIA	SC	3FA6P0HR0DR	6/28/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING 65 MPH, THE CONTACT NOTICED SMOKE UNDER THE HOOD AND THE ENGINE WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS ABOUT TO STALL AND THE CONTACT WAS ABLE TO COAST THE VEHICLE TO THE SIDE OF THE ROAD. THE CONTACT RAISED THE HOOD AND NOTICED ANTIFREEZE LEAKING OUT ONTO THE ENGINE, WHICH CAUSED THE ENGINE TO SMOKE. THE VEHICLE WAS TOWED TO THE CONTACT'S RESIDENCE. THE VEHICLE WAS NOT TAKEN TO A DEALER OR AN INDEPENDENT MECHANIC. THE VEHICLE WAS NOT REPAIRED. THE VIN WAS INCLUDED IN NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 55,289.
154	11002119	FORD	ESCAPE	2014	1.6	WATERFORD	WI	1FMCU9GX8EU	6/29/2017	TL* THE CONTACT OWNED A 2014 FORD ESCAPE. WHILE DRIVING APPROXIMATELY 55 MPH, FLAMES ERUPTED UNDERNEATH THE VEHICLE AND UNDER THE HOOD. THE VEHICLE WAS COASTED TO THE SIDE OF THE ROAD. THE DRIVER NOTICED FLAMES COMING FROM UNDER THE HOOD AND FROM THE ENGINE COMPARTMENT. THE FRONT OF THE VEHICLE BURST INTO FLAMES. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE. A POLICE REPORT WAS FILED. THE VEHICLE WAS DESTROYED AND TOWED TO WATERFORD TOWING LOT. THE VIN WAS INCLUDED IN NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER AND THE DEALER WERE NOT MADE AWARE OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 65,000. THE VIN WAS NOT AVAILABLE. *LN *TR
155	11003722	FORD	FUSION	2013	1.6	HOFFMAN ESTATES	IL	3FA6P0HR5DR	7/7/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING 60 MPH, THE VEHICLE STALLED AND THE ENGINE OVERHEATING, COOLANT, AND LOW POWER MODE WARNING INDICATORS ILLUMINATED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE NEXT DAY, THE VEHICLE WAS TOWED TO A LOCAL DEALER (BAYTOWN FORD LOCATED AT 4110 INTERSTATE 10 SERVICE RD BAYTOWN, TX 77521 281-839-3300) WHERE IT WAS AWAITING APPROVAL FOR DIAGNOSTIC TESTING AND REPAIRS. THE MANUFACTURER WAS NOTIFIED AND OPENED CASE NUMBER: CAS12667532. THE RECALL REPAIRS HAD NOT BEEN AUTHORIZED. THE FAILURE MILEAGE WAS 75,000. ...UPDATED 08/02/17 *BF *JS
156	11003588	FORD	ESCAPE	2014	1.6	BLACKSBURG	VA	1FMCU9GX5EU	7/7/2017	WHILE MY DAUGHTER WAS DRIVING THE CAR LESS THAN 10 MINUTES FROM HOME AFTER JUST STARTING UP FOR THE MORNING IN JUNE 27, 2017 UNDER HOOD STARTED TO SMOKE, CAUGHT ON FIRE, AN EXPLOSION SOUND AND CAR BURNED UP . CAR HAD TO BE PUT OUT BY FIRE DEPARTMENT. TOTAL LOSS PER INSURANCE COMPANY . THIS CAR HAS A ENGINE FIRE RECALL AND I WAS TOLD RECALL WORK WAS DONE PRIOR TO SALE OF THE CAR TO ME BY FORD DEALER IN MAY 2017. HOWEVER I NOW FIND OUT THAT THE ACTUAL RECALL PART IS STILL NOT AVAILABLE FROM FORD AND THAT ONLY AN INSPECTION WAS DONE PRIOR TO SALE. NOT AN ACTUAL REPAIR. THE RECALL HAD TO DO WITH ENGINE FIRES ! MAYBE ALL THESE CARS NEED TO BE OF THE ROAD.
157	11004785	FORD	FUSION	2013	1.6	CHARLOTTE	NC	3FA6P0HR0DR	7/12/2017	ON APRIL 23 OF THIS YEAR A COOLANT OVER TEMPERATURE SENSOR KEEPS COMING ON SHUTTING DOWN MY VEHICLE I'VE HAD IT TO FOUR DIFFERENT DEALERSHIPS AND A REPUTABLE GARAGE TRYING TO FIX THE ISSUE. THEY CANNOT FIND OUT WHY I'M LOSING COOLANT OR WHERE THE PROBLEM IS COMING FROM AND WHY MY CAR IS GETTING OVERHEATED AND OVER TEMPERATURE. I HAVE SPENT \$2000 IN PARTS AND TOWING AND LABOR AND THE PROBLEM STILL IS NOT FIXED FORD IS INSISTING THAT IT'S NOT THE RECALL THAT IS OUT WITH THE COOLANT SYSTEM AT THIS TIME AND IS TRYING TO GET ME TO PUT A NEW ENGINE IN THE VEHICLE WHEN THEY'RE NOT EVEN SURE WHAT THE PROBLEM IS AND IF THAT WILL EVEN FIX IT. I CAN'T DRIVE THE CAR MORE THAN 30 MINUTES AND THE TEMPERATURE STARTS TO RISE IAND SHUTS MY CAR DOWN ..I HAVE FILED 2 CASES WITH FORD AND THEY HAVE DONE NOTHING TO HELP ME.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
158	11006465	FORD	ESCAPE	2014	1.6	CONCORD	CA	1FMCU0GX8EU	7/19/2017	MY 2014 FORD ESCAPE HAS BEEN RECALLED FOR THE ENGINE OVER HEATING. I HAVE HAD TO GET IT TOWED TWICE NOW BECAUSE IT CONTINUES TO OVER HEAT DUE TO A LACK OF COOLANT (IT DISAPPEARS FOR SOME REASON AND NO ONE KNOW WHERE IT GOES). I THEN HAVE TO GET A RENTAL CAR FOR THE WEEK OR HOWEVER LONG IT TAKES THEM TO FIX IT. FORD DOES NOT HAVE A PLAN TO FIX THE ISSUE INSTEAD THEY WILL INSTALL A SENSOR TO HELP MONITOR THE COOLANT LEVEL AND WARN ME BEFORE THE CAR OVERHEATS. THIS JUST TRANSFER THE BURDEN ONTO ME TO CONTINUOUSLY ADD COOLANT TO A NEW CAR THAT SHOULDN'T NEED IT HAD IT BEEN MADE CORRECTLY. AT THIS POINT I DON'T EVEN WANT THE CAR ANYMORE BECAUSE IT IS UNSAFE AND A HUGE INCONVENIENCE. THIS HAPPENS WHILE I AM DRIVING AND IT WARNS ME TO IMMEDIATELY PULL OVER.
159	11006524	FORD	FUSION	2013	N/A	NEW ORLEANS	LA	N/A	7/20/2017	ENGINE OVERHEATED AS I WAS DRIVING DOWN THE STREET, ABOUT 30 MILES PER HOUR. ENGINE SHUTS OFF, I PULLED OVER SAFELY. HAD TO BE TOWED TO THE DEALERSHIP. SECOND TIME IN 2 YEARS. ENGINE COOLANT RECEPTACLE CRACKS AND FLUID LEAKS OUT. HAD IT REPAIRED INCE LAST YEAR. ENCOUNTERED THE SANE ISSUE AGAIN, NOW MY FAN NEEDS TO BE REPLACED. DEALER SAYS 1300 IN REPAIRS. BUT FORD RECALLED MY MODEL FOR THIS SAME REASON. BUT NOW THAT IT HAS TURNED INTO MORE DAMAGE, I AM STUCK WITH FINDING HOW TO PAY TO GET MY CAR FIXED.
160	11010350	FORD	ESCAPE	2014	1.6	FRESNO	CA	1FMCU0GX1EU	7/24/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17S090000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PART FOR THE RECALL REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE CONTACT STATED THAT THE VEHICLE OVERHEATED ON DIFFERENT OCCASIONS. THE CONTACT TOOK THE VEHICLE TO THE LITHIA FORD DEALER WHERE IT WAS DIAGNOSED THAT THE COOLANT TANK AND THE SENSOR NEEDED TO BE REPLACED. THE COOLANT TANK WAS REPLACED; HOWEVER, THE RECALL REPAIR WAS NOT COMPLETED. THE MANUFACTURER INFORMED THE CONTACT THAT THE REMEDY WOULD NOT BE AVAILABLE AND THEY WERE NOT ABLE TO PROVIDE LOANER VEHICLES DUE TO NHTSA NOT AUTHORIZING THEM TO DO SO. THE APPROXIMATE FAILURE MILEAGE WAS 25,000. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.
161	11011497	FORD	ESCAPE	2014	1.6	LAKE VILLA	IL	1FMCU0GX0EU	7/30/2017	MY FORD ESCAPE HAS BEEN HAVING OVERHEATING ISSUES FOR MONTHS. WHEN TAKEN TO THE DEALER THEY CLAIMED TO HAVE FIXED IT ONLY TO HAVE MADE IT WORSE AS THE CAR COMPLETELY SHUTS DOWN DUE TO OVERHEATING. THERE IS A RECALL REGARDING THIS EXACT ISSUE AND THEIR REPAIR IS A SENSOR TO WARN OF LOW COOLANT. THAT'S RIDICULOUS!!! THE PROBLEM LIES WITH THE COOLANT LEAKING. WHERE IS THE ACTUAL FIX FOR THAT??? A WARNING LIGHT DOESN'T FIX THE MANUFACTURING ISSUE OF LEAKING COOLANT. A 3 YEAR OLD CAR SHOULDN'T HAVE LEAKING PROBLEMS!!! WHILE IN MOTION, THE OVERHEATING SENSORS TURN ON AND THE CAR SHUTS OFF MAKING FOR A VERY DANGEROUS SITUATION. FORD PRETENDED THEY HAD NO IDEA ABOUT AN OVERHEATING ISSUE AND CHARGED ME \$800 TO FIX IT AND YET, IT ACTUALLY FIXED NOTHING!!! STILL OVERHEATING, AND I'M STILL OUT \$800 AND NO RESOLUTION IN SIGHT.
162	11012547	FORD	FUSION	2013	1.6	HELENA	AL	3FA6P0HR2DR	8/3/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17S090000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PART TO DO THE REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. LONG LEWIS FORD IN HOOVER, ALABAMA WAS MADE AWARE OF THE RECALL AND STATED THAT THE PARTS WERE NOT AVAILABLE. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE. THE CONTACT EXPERIENCED THE FAILURE OF THE ENGINE OVERHEATING UNDER VARIOUS HIGH SPEED CONDITIONS IN WHICH THE ACCELERATOR PEDAL WAS DEPRESSED TO GAIN SPEED. THE CONTACT STATED THAT THE COOLANT INDICATOR NEEDLE ENTERED INTO THE RED ZONE. THE FAILURE MILEAGE WAS UNKNOWN. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.
163	11012653	FORD	ESCAPE	2014	1.6	GAMBRILLS	MD	1FMCU95X1EU	8/3/2017	MY 2014 FORD ESCAPE HAS A COOLANT LEAK. IT HAS OVERHEATED AT LEAST 3 TIME WITHOUT WARNING WHILE DRIVING ON THE HIGHWAY. AS A RESULT MY VEHICLE HAS SUSTAINED ENGINE DAMAGE. THERE IS A RECALL ASSOCIATED WITH THE COOLANT SYSTEM. I THINK FORD SHOULD REPLACE/ REPAIR THE ENGINE AT NO CHARGE. THEY DON'T AGREE.
164	11013048	FORD	ESCAPE	2013	N/A	JANESVILLE	WI	N/A	8/5/2017	AFTER PURCHASING A 2103 FORD ESCAPE ABOUT SIX MONTHS LATER I NOTICED A LOW COOLANT LIGHT ON IN THE VEHICLE. I TOOK IT TO THE FORD DEALERSHIP WHO REPORTED THE COOLANT BYPASS VALVE NEEDED REPAIR. THE VEHICLE WAS NO LONGER UNDER WARRANTY SO I PAID OUT OF POCKET FOR THE REPAIR. SIX MONTHS LATER THE LOW COOLANT LIGHT IS ON AGAIN AND HEADING TO THE DEALERSHIP FOR ANOTHER REPAIR. THERE ARE NUMEROUS COMPLAINTS REGARDING THIS ISSUE AND THE REPEATED REPAIRS. WE AS OWNERS OF FORD ESCAPE SHOULD NOT BE ASSUMING THE COST OF REPAIR EVERY SIX MONTHS FOR SOMETHING THAT SHOULD BE ON A RECALL LIST.
165	11014049	FORD	FUSION	2013	N/A	NORTH HOLLYWOOD	CA	3FA6POHR4DR	8/9/2017	MY 2013 FORD FUSION CAUGHT ON FIRE WHILE MY FAMILY AND I WERE DRIVING ON THE 405 FREEWAY. WE BARELY GOT OUT ALIVE AND THE CAR WAS COMPLETELY INCINERATED...BURNT TO PIECES ! I RECEIVED A RECALL FOR ENGINE FIRES AFTER THE CAR CAUGHT FIRE AND NEARLY TOOK OUR LIVES!! MY 8 YEAR OLD DISABLED DAUGHTER IS SO TRAUMATIZED FROM THIS CAR FIRE. I DON'T KNOW HOW FORD CAN CONTINUE TO STILL MAKE THESE DEATH TRAP CARS.
166	11014838	FORD	ESCAPE	2013	1.6	WOODSTOCK	GA	1FMCU0GX7DU	8/12/2017	COOLANT LEAKING FROM ENGINE REQUIRING NEW COOLANT RESERVOIR, THERMOSTAT, BELT AND PULLEY. \$1500. CHECK ENGINE LIGHT STILL COMES ON INDICATING POSSIBLE VALVE ISSUE CAUSING CAR TO OVERHEAT. DIAGNOSTIC CODE P26B7
167	11015075	FORD	ESCAPE	2014	1.6	REDONDO BEACH	CA	1FMCU0GX7EU	8/14/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. WHILE DRIVING VARIOUS SPEEDS, THE ENGINE OVERHEATED. THE CONTACT STOPPED THE VEHICLE AND ADDED COOLANT AND OIL. THE CONTACT ALSO NOTICED SMOKE COMING FROM THE TAILPIPE OF THE VEHICLE. AUTONATION FORD TORRANCE IN TORRANCE, CALIFORNIA WAS MADE AWARE OF THE FAILURE AND STATED THAT THEY WOULD INSPECT THE VEHICLE FOR THE SOURCE OF THE FAILURE. THE MANUFACTURER WAS NOT MADE AWARE OF THE ISSUE. THE CONTACT RECEIVED NHTSA CAMPAIGN NUMBER: 17S090000 (ENGINE). THE FAILURE MILEAGE WAS APPROXIMATELY 112,000.
168	11015058	FORD	ESCAPE	2014	1.6	COLUMBUS	MO	1FMCU0GXXEU	8/14/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. AFTER STARTING THE VEHICLE, A HIGH TEMPERATURE WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE COOLANT IN THE VEHICLE WAS LEAKING. THE INDEPENDENT MECHANIC ADDED COOLANT AND THE LIGHT TURNED OFF. WHILE DRIVING HOME, THE CONTACT NOTICED LOW COOLANT LEVEL IN THE VEHICLE. THE CONTACT SPOKE WITH PREMIER FORD (2120 US-45, COLUMBUS, MS 39705) WHO STATED THAT THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING), AND THE CONTACT WOULD NEED TO HAVE THE VEHICLE DIAGNOSED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND CONFIRMED THAT THE VIN WAS NOT INCLUDED; HOWEVER, THEY WOULD MAKE A NOTE OF THE INCIDENT AND INFORM NHTSA. THE APPROXIMATE FAILURE MILEAGE WAS 50,100.
169	11015119	FORD	ESCAPE	2017	1.5	GLENMONT	NY	1FMCU9GD0HU	8/14/2017	MY CHECK ENGINE LIGHT CAME ON AT 5:30 PM ON 8/11 AND, WHEN I GOT HOME, MY HUSBAND SAW THAT THE CAR HAD BEEN LEAKING OIL AND I WAS LOW ON OIL DESPITE THE FACT THAT I HAD AN OIL CHANGE ONE MONTH PRIOR. WHILE I WAS DRIVING TO THE DEALERSHIP AT 10:45 AM ON 8/12, THE CAR WAS NOT ACCELERATING NORMALLY AND THE MPG READINGS WERE ALL OVER THE PLACE. AS I WAS GETTING OFF THE HIGHWAY, THE CAR BEGAN TO LOSE ITS ABILITY TO ACCELERATE WELL, THE STEERING WHEEL BEGAN TO SHAKE AND EVENTUALLY THE CAR LOST THE ABILITY TO ACCELERATE COMPLETELY. I WAS DRIVING THROUGH A TOLL BOOTH AT THE TIME THE CAR LOST THE ABILITY TO ACCELERATE SO I COASTED THROUGH AND SAW A PARKING LOT FOR TOLL BOOTH OPERATORS. AS I WAS TRYING TO MAKE MY WAY TO THAT PARKING LOT, SMOKE BEGAN TO FILL THE CAR THROUGH THE VENTS. I COASTED INTO THE PARKING LOT AND SHUT OFF THE VEHICLE. I TURNED OFF THE VEHICLE AND RAN OUT AT WHICH POINT I NOTICED THAT THERE WAS A FIRE UNDER THE HOOD OF THE VEHICLE AND FLAMES WERE ESCAPING THROUGH THE GRILL, UNDER THE HOOD AND OUT THE BOTTOM. THE STATE POLICE ARRIVED IMMEDIATELY THEREAFTER AND USED A FIRE EXTINGUISHER TO PUT OUT THE FLAMES. NO WARNING NOTICE CAME ACROSS THE DASHBOARD UNTIL THE CAR LOST ACCELERATION ABILITY COMPLETELY AT WHICH POINT THE SCREEN SAID TO SHIFT TO "P" AND MANUALLY RESTART. AT THAT POINT, HOWEVER, THE CAR WAS FILLING WITH SMOKE SO I IMMEDIATELY VACATED, SHUT OFF THE VEHICLE AND RAN AWAY FROM THE VEHICLE. I DO NOT KNOW WHAT CAUSED THE PROBLEM. I HAVE FILED AN INSURANCE CLAIM AND AM AWAITING CONTACT.
170	11015831	FORD	ESCAPE	2014	1.6	SHERMAN OAKS	CA	1FMCU0GX9EU	8/16/2017	FORD MOTOR COMPANY ANNOUNCED A RECALL REGARDING LEAKING COOLANT, RESULTANT CRACKED CYLINDER HEADS, AND RESULTANT UNDERHOOD/VEHICLE FIRES, ON MARCH 27, 2017. THE MANUFACTURER'S AND NHTSA'S RECALL NUMBER IS 17S09. THIS IS A CRITICAL SAFETY ISSUE, AS VEHICLE FIRE'S ARE LIKELY TO RESULT IN INJURY AND OR DEATH. AS OF AUGUST 16, 2017, FORD HAS NOT MADE AVAILABLE ANY REMEDY WHATSOEVER FOR THIS ISSUE; FORD HAS FAILED TO TIMELY CORRECT THE PROBLEM. MOREOVER, FORD'S PROPOSED REMEDY, WHICH AGAIN IS NOT AVAILABLE 5 MONTHS AFTER ITS IDENTIFYING THE ISSUE, IS A COOLANT LEVEL SENSOR, WHICH DOES NOT ADDRESS AT ALL THE UNDERLYING ISSUE OF LEAKING COOLANT, AND THUS DOES NOTHING TO PREVENT THE RESULTANT VEHICLE/UNDERHOOD FIRES.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
171	11016443	FORD	FUSION	2013	N/A	EULESS	TX	N/A	8/21/2017	I BOUGHT A 2013 FUSION USED LAST YEAR I HAVE HAD THE CAR DIE GOING 70MPH ON THE FREEWAY SEVERAL TIMES AND I HAVE HAD THE DOOR FLY OPEN GOINV 70 MPH ON THE FREEWAY AND THEN WONT CLOSE . LAST WEEK MY CAR WOULDNT GO UNDER 80 MPH WHITE SMOKE BARRELING FROM THE EXAUST WITH TWO DAYS PREVIOUS A LOW COOLANT WARNING COOLANT WAS ADDED . CAR SMELT LIKE DIESEL FUEL BURNING . WENT THRU A TANK OF GAS IN 30 MIN AND THE CAR NOW SITS AT FORD SINCE THE 5TH OF AUGUST WAITING FOR TECH TO LOOK AT IT. I ALREADY KNOW ITS IS A SITUATION THAT FORD NEEDS TO RECALL AFTER READING ALL THESE COMPLAINT. I COULD HAVE DIED AND MY KIDS IM SO UPSET
172	11018997	FORD	ESCAPE	2013	1.6	LEXINGTON	SC	1FMCU0GXXDU	8/22/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING 50 MPH, THE VEHICLE STARTED OVERHEATING AND THE CHECK ENGINE AND LOW COOLANT WARNING INDICATORS ILLUMINATED. THE CONTACT WAS ABLE TO PULL OFF THE ROADWAY AND TURN OFF THE IGNITION. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE WATER PUMP FAILED. THE WATER PUMP WAS REPLACED AND THE COOLANT WAS REFILLED. THE NEXT DAY, WHILE DRIVING 60 MPH, THE VEHICLE STALLED AND THICK, BLACK SMOKE WAS SEEN COMING FROM THE ENGINE AND REAR OF THE VEHICLE. THE VEHICLE WAS TOWED BACK TO THE INDEPENDENT MECHANIC WHO DIAGNOSED THAT THE TURBO FAILED AND NEEDED REPLACEMENT. THE VEHICLE WAS REPAIRED. TWO DAYS LATER, WHILE DRIVING AT UNKNOWN SPEEDS, A STRONG FUEL ODOR WAS DETECTED IN THE CABIN OF THE VEHICLE. THE VEHICLE WAS TAKEN BACK TO THE INDEPENDENT MECHANIC. THE DIAGNOSIS WAS UNKNOWN, BUT THE MECHANIC STATED THAT FUEL LEAKS WERE A COMMON ISSUE WITH FORD VEHICLES. THE MANUFACTURER WAS NOTIFIED AND CONFIRMED THAT THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBERS: 12V551000 (ENGINE AND ENGINE COOLING) AND 12V336000 (FUEL SYSTEM,GASOLINE). THE APPROXIMATE FAILURE MILEAGE WAS 39,000.
173	11019417	FORD	ESCAPE	2013	1.6	FAIRFIELD	CA	1FMCU9HX8DU	8/24/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE DRIVING 70 MPH UP AN INCLINE, THE OVERHEATING WARNING INDICATOR ILLUMINATED. THE VEHICLE WAS TAKEN TO FORD FAIRFIELD (3050 AUTO MALL CT, FAIRFIELD, CA 94534), BUT THE CAUSE OF THE FAILURE COULD NOT BE DIAGNOSED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND STATED THAT THE VIN WAS NOT INCLUDED IN NHTSA CAMPAIGN NUMBER: 13V583000 (ENGINE). THE MANUFACTURER TRANSFERRED THE CONTACT DIRECTLY TO NHTSA. THE APPROXIMATE FAILURE MILEAGE WAS 2,000.
174	11019491	FORD	FUSION	2013	1.6	CASSELBERRY	FL	3FA6P0HR9DR	8/25/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. THE CONTACT STATED THAT THE ENGINE FAILED AND OVERHEATED NUMEROUS TIMES. THE VEHICLE WAS TAKEN TO GREEN FORD (9001 EAST COLONIAL DRIVE, ORLANDO, FLORIDA 32817 (407) 515-6431) IN MAY OF 2017 TO BE REPAIRED PER NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE). THE REPAIR DID NOT CORRECT THE FAILURE AND THE ENGINE OVERHEATED SEVERAL TIMES AFTER THE REPAIR. THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS 100,000. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.
175	11020110	FORD	ESCAPE	2013	1.6	SAN DIEGO	CA	1FMCU9GXXDU	8/28/2017	FIRST INCIDENT: AUGUST 3RD 2016 WHILE DRIVING 50MPH CAR DISPLAYED A ENGINE OVERHEATING WARNING MESSAGE AND SLOWED DOWN AS I PULLED OFF THE ROAD. AFTER A FEW MINUTES I WAS ABLE TO DRIVE AGAIN AND THE MESSAGE DID NOT REAPPEAR, THE CHECK ENGINE LIGHT WAS ON. I TOOK THE CAR TO KEARNEY PERSON FORD 7303 CLAIREMONT MESA BLVD SAN DIEGO, CA 92111 THEY TOLD ME THEY COULDN'T FIND ANYTHING WRONG AND TURNED THE CHECK ENGINE LIGHT OFF. SECOND INCIDENT: DRIVING TO WORK EARLIER THIS YEAR 2017 I GOT THE SAME MESSAGE THAT MY ENGINE COOLANT WAS LOW, AND TO SLOW DOWN BECAUSE OF CRITICAL OVERHEATING, EVEN THOUGH I HAD JUST HAD THE CAR SERVICED FOR A REGULAR MAINTENANCE CHECK, ONCE AGAIN AT KEARNY PERSON FORD. I WAS DRIVING NORMALLY ON A ROAD AT AROUND 30-40MPH BUT ACCELERATING WHEN THE MESSAGE POPPED UP. I REFILED THE COOLANT AS THE CHECK ENGINE LIGHT DID NOT TURN ON. THIRD INCIDENT: THIS WAS THE MOST DANGEROUS TIME. CRITICAL ENGINE OVERHEATING MESSAGE AND LOW COOLANT MESSAGE POPPED UP WITHOUT WARNING WHILE DRIVING UP HILL IN TRAFFIC GOING ABOUT 20MPH ON THE I-5S AT THE IN CALIFORNIA GRAPEVINE. THE ENGINE NEARLY SHUT OFF AND LIMPED ON JUST A COUPLE CYLINDERS AS I TRIED TO GET TO THE SHOULDER. SMOKE WAS COMING OUT FROM UNDER THE HOOD AND THE ENGINE WAS HOT. IT ALL HAPPENED IMMEDIATELY AND WITHOUT WARNING, THE TEMP GAUGE WAS NORMAL AND THEN BAM! OVERHEATED WITH WARNING MESSAGES CRIPPLING THE CAR. DRIVING SLOWLY BUT THE WEATHER WAS HOT IT WAS NEARLY 110 DEGREES OUTSIDE. SEEMS SUPER DANGEROUS. BECAUSE OF THE LACK OF WARNING WHEN THESE INCIDENTS HAPPEN. THE WAY THAT THE COOLANT JUST DISAPPEARS, AND THE SMOKE AND CHANCE OF FIRE.
176	11020178	FORD	EDGE	2017	2	SCARSDALE	NY	2FMPK3K91HB	8/28/2017	ON AUGUST 16, 2017 I RENTED A 2017 FORD EDGE FROM ALAMO AT THE SAVANNAH, GA AIRPORT. ON AUGUST 18, 2017 WHILE EN ROUTE FROM SAVANNAH TO CHARLESTON, SC I WAS STOPPED BY A POLICE OFFICER ON HIGHWAY 17 NEAR YAMASSEE, SC. WHILE ON THE SHOULDER WITH THE CAR RUNNING BUT STATIONARY, SMOKE BEGAN COMING OUT OF THE CAR. MYSELF AND MY FAMILY EVACUATED AND WITHIN 5-10 MINUTES THE ENTIRE CAR WAS ENGULFED IN FLAMES. THE POLICEMAN RADIOED FOR A FIRE TRUCK BUT BY THE TIME THE FIRE WAS PUT OUT, THE ENTIRE CAR AND ALL OF ITS CONTENTS WAS DESTROYED.
177	11020320	FORD	ESCAPE	2014	N/A	MCKINNEY	TX	1FMCUU0JX6E	8/29/2017	I WAS DRIVING ON A HIGHWAY WHEN AN ALERT APPEARED ON MY DASHBOARD: "ENGINE ERROR 1"--- AND, I NOTICED MY BATTERY LIGHT WAS ON. IMMEDIATELY, THE VEHICLE SLOWED, BUT I WAS ABLE TO EEK TO AN EXIT AND STOP ON THE SIDE OF THE FRONTAGE ROAD. I TURNED OFF THE VEHICLE. AS I CALLED FOR A TOW TRUCK, I NOTICED SMOKE SLOWLY WAFTING FROM BENEATH THE HOOD, NEAR THE WINDSHIELD...AND THEN I SPOTTED AN ORANGE FLAME. I QUICKLY EXITED THE VEHICLE AND CALLED 911. AFTER THE FIREMEN STOPPED THE FIRE, I SAW THE FRONT OF THE VEHICLE, ON THE DRIVER'S SIDE, HAD MELTED AWAY.
178	11020539	FORD	FUSION	2015	1.5	BLUE POINT	NY	3FA6P0HD9FR	8/30/2017	TL* THE CONTACT OWNS A 2015 FORD FUSION. THE CONTACT STATED THAT WHILE DRIVING AT 40 MPH, THE VEHICLE LOST POWER WITHOUT WARNING. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHERE THE MECHANIC WAS UNABLE TO PROVIDE A DIAGNOSIS. THE VEHICLE WAS THEN TOWED TO SAYVILLE FORD LOCATED AT 5686 SUNRISE HWY, SAYVILLE, NY 11782 WHERE IT WAS DIAGNOSED THAT COOLANT WAS LEAKING AND BEING BURNED INSIDE THE ENGINE MANIFOLD AND THE COOLER INTAKE MANIFOLD, RELATED GASKETS AND SEALS NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED, HOWEVER, THE CHECK ENGINE LIGHT ILLUMINATED AND THE VEHICLE WAS TAKEN BACK TO SABLE FORD, WHERE THE VEHICLE HAD NOT YET BEEN DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND ADVISED THE CONTACT TO FILE A COMPLAINT WITH NHTSA. THE APPROXIMATE FAILURE MILEAGE WAS 83,000. ...UPDATED 10/25/17 *BF *JS
179	11021373	FORD	ESCAPE	2013	1.6	PARKER	CO	1FMCU9HX5DU	9/4/2017	VEHICLE WAS GOING UP HILL AT APPROXIMATELY 50 MPH (TEMPERATURE GAUGE NORMAL) WHEN, WITHOUT WARNING, AN ALERT STATED THE COOLANT LEVEL WAS LOW. IMMEDIATELY AFTER, A SECOND WARNING CAME ON SAYING THAT THE ENGINE WAS OVERHEATING AND TO PULL OFF THE ROAD SAFELY (NO LONGER ABLE TO ACCELERATE). THE COOLANT LEVEL WAS LOW, BUT HAD BEEN FILLED LESS THAN 3 MONTHS PRIOR. THERE ARE NO VISIBLE LEAKS OR CRACKS IN THE COOLANT RESERVOIR, TUBES, ETC. AFTER WAITING FOR 30 MINUTES, WE PROCEEDED TO COAST DOWN THE HILL IN NEUTRAL (AFTER FILLING THE COOLANT TANK WITH WATER). WE THEN BOUGHT COOLANT AT A LOCAL STORE AND PROCEEDED TO GO BACK UP THE HILL. THE CAR GAVE US THE SAME WARNINGS (COOLANT LOW AND ENGINE OVERHEATING). WE WERE UNABLE TO PULL OFF TO THE SIDE OF THE ROAD. THANKFULLY A POLICE OFFICER WAS RIGHT BEHIND US, SO WE DID NOT GET HIT. HE OFFERED TO USE THE BATTERING RAM ON THE FRONT HIS CAR TO PUSH US TO SAFETY. HOWEVER, THE CAR WAS ABLE TO GO THE EXTRA 5 FEET WHEN RESTARTED, PRIOR TO IT OVERHEATING AND LOCKING UP AGAIN. AFTER AN ADDITIONAL 30 MINUTES WE AGAIN WENT DOWN THE HILL IN NEUTRAL. AT THIS POINT WE DECIDED TO GIVE THE CAR A BREAK AND ATE DINNER AT A LOCAL RESTAURANT (APPROXIMATELY ONE HOUR). WE THEN PROCEEDED TO DRIVE HOME. ABOUT AN HOUR INTO THE TRIP (WHILE GOING 65 MPH ON THE HIGHWAY THE CAR AGAIN GAVE US THE 2 ALERTS (LOW COOLANT AND CAR OVERHEATING)). WE BARLEY WERE ABLE TO GET TO THE SIDE OF THE HIGHWAY SAFELY. COOLANT LEVEL NORMAL. THIS IS A SERIOUS ISSUE AND NEED TO BE ADDRESSED. I WILL BE CONTACTING FORD TOMORROW TO DETERMINE IF OUR 2013 FORD ESCAPE WAS INCLUDED IN THE INITIAL RECALL (AND ALREADY HAD THE WORK COMPLETED), AS THERE ARE NO OPEN RECALLS ON THE VEHICLE AT THIS TIME. I AM HESITANT TO BRING THE CAR TO A DEALER AS IT APPEARS MANY PEOPLE HAVE GOTTEN THE RUNAROUND AND NO CLEAR SOLUTION HAS BEEN IDENTIFIED. FORD NEEDS TO TAKE RESPONSIBILITY FOR THIS ISSUE.
180	11021563	FORD	FUSION	2013	1.6	BATON ROUGE	LA	3FA6P0HR1DR	9/5/2017	TAKATA RECALL I WAS DRIVING MY CAR A COUPLE MONTHS AGO AND ALL OF A SUDDEN IT STOPPED ALLOWING ME TO PUSH THE GAS TO DRIVE AND THE HEAT INDICATOR TOLD ME IT WAS OVERHEATING WITHOUT GIVING ME WARNING. I TOOK IT TO THE DEALERSHIP THEY SAID IT EAST A RECALL AND I PAID CLOSE TO 400 FOR THEM TO FIX AND THEN A RECALL LETTER CAME OUT ADVISING TO WATCH COOLANT LEVELS FOR OVERHEATING ETC. WHILE DRIVING THE OTHER DAY 09/01/2017 MY CAR DID THE SAME THING AND WAS SHOWING IT WAS OVERHEATING WITHOUT WARNING AND NOW THEY ARE TELLING ME AGAIN THAT I HAVE TO PAY FOR THE ISSUE OUT OF POCKET WHICH IS UNFAIR SINCE THE RECALL IS NOT SOMETHING I HAVE CONTROL OVER. I JUST WANT IT FIXED REPLACED OR A REFUND FOR THE PURCHASE PRICE OF MY CAR MINUS THE DEPRECIATION. PLEASE HELP ME GET THIS FIGURED OUT. IF ANY ADDITIONAL INFORMATION IS NEEDED FROM ME PLEASE LET ME KNOW. I SHOULD HAVE THE RECEIPT OF WHEN I PAID ORIGINALLY BUT IT'S IN THE CAR AT THE DEALERSHIP.
181	11021472	FORD	ESCAPE	2014	1.6	WEST JORDAN	UT	1FMCU9GX5EU	9/5/2017	VEHICLE COMMONLY OVERHEATS, LOSS OF COOLANT. OVERHEATING OCCURS WHEN TRAVELING UPHILL AT GREATER THAN 40 MPH WITH AIR CONDITIONING ON, OR IN ANY GEAR WHEN ENGINE SPEED IS HELD ABOVE 3500 RPM AND AIR CONDITIONING IS ON. COOLANT LOSS OCCURS AT ABOUT 20 OZ PER 1000 MILES DRIVEN

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
182	11021809	FORD	FUSION	2013	1.6	SAN DIEGO	CA	3FAGP0HR6DR	9/6/2017	MY VIN WAS APART OF THE FORD RECALL FOR THE COOLANT SYSTEM TO FAIL AND CAUSE THE CAR TO OVERHEAT, AND IN SOME CASES CAUSE ENGINE FIRES. MY CAR DID OVERHEAR, I TOOK IT TO PERRY FORD IN NATIONAL CITY, AND THEY PUT IN THE RECALL PART. 2 WEEKS LATER THE CAR OVERHEATED AGAIN DUE TO SUBSEQUENT DAMAGE CAUSED BY THE INITIAL OVERHEATING. THIS TIME THEY SAID THEY WILL NOT NOT FIX ANYTHING AND SAID I WOULD HAVE TO PAY \$1100 TO REPLACE THE ISSUES. I SPOKE WITH THE FORD COMPANY AND THEY SAID THEY WILL NOT PAY FOR ANYTHING TO BE FIXED EITHER.
183	11024183	FORD	ESCAPE	2013	1.6	MASON	OH	1FMCU9GX0DU	9/19/2017	THE COOLANT LOW WARNING WAS TRIGGERED A FEW TIMES. I CHECKED AND THE COOLANT WAS REALLY LOW AND HAD TO ADD A LOT TO THE RIGHT LEVEL. IT MIGHT HAVE THE COOLANT LEAKING PROBLEMS THAT IS SIMILAR TO THE OTHER 2013 ESCAPES BEING RECALLED. BUT MINE WAS NOT INCLUDED IN THE RECALL.
184	11025208	FORD	ESCAPE	2014	1.6	CLEVELAND	OH	1FMCU0GXXEU	9/23/2017	WITH ABSOLUTELY NO NOTICE, CAR DASHBOARD WARNS ENGINE HAS HIGH TEMP AND TO PULL OVER SAFELY! I PULLED INTO THE NEAREST PARKING LOT AND POPPED THE HOOD TO FIND THE CAR WAS OVERHEATING! THE COOLANT RESERVOIR WAS EMPTY- AND I NOTICED A SLOW DRIP NEAR MY TIRE. THERE WAS A VERY MINIMAL AMOUNT OF SMOKE. I CALLED A FRIEND TO BRING COOLANT AND AFTER ALLOWING THE SYSTEM TO COOL DOWN, ADDED ENOUGH TO GET ME HOME. NOT EVEN THREE MILES AWAY, AND IT'S ALREADY EMPTY AGAIN. I CALLED FORD AND THEY SAID THERE IS A RECALL SPECIFIC TO THIS PROBLEM ON 2013'S BUT DOES NOT APPLY TO MY VEHICLE. THIS NEEDS TO BE EXPANDED ASAP BEFORE MORE FORDS OVERHEAT AND POTENTIALLY CATCH ON FIRE!! THERE ARE BARELY 35,000 MILES ON THE VEHICLE. I WAS DRIVING 35 AND UNDER ON CITY STREETS FOR NOT EVEN 15 MINUTES WHEN THIS HAPPENED.
185	11025260	FORD	FUSION	2013	1.6	VESTAVIA HILLS	AL	3FA6P0HR4DR	9/25/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. THE CONTACT STATED THAT THE STEERING WHEEL FAILED WHILE DRIVING 70 MPH. DURING THE FAILURE, THE POWER STEERING INDICATOR ILLUMINATED AND THE STEERING WHEEL BECAME DIFFICULT TO CONTROL. SHORTLY AFTER, THE CONTACT WAS INFORMED THAT THE UNDERCARRIAGE OF THE VEHICLE WAS ON FIRE. THE CONTACT WAS ABLE TO COAST THE VEHICLE ONTO THE ROAD SHOULDER. THE CONTACT NOTICED SMOKE UNDER THE HOOD. THE POLICE AND FIRE DEPARTMENTS WERE PRESENT AND A FIRE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN UNKNOWN LOCATION. THE CONTACT RECEIVED A RECALL NOTIFICATION FOR NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING) IN APRIL OF 2017. THE PARTS WERE UNAVAILABLE FOR THE REPAIR. THE MANUFACTURER WAS NOTIFIED. THE APPROXIMATE FAILURE MILEAGE WAS 80,000. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.
186	11029872	FORD	FUSION	2013	1.6	MARS	PA	3FA6P0HR3DR	9/26/2017	THE VEHICLE WAS STARTED AND WAS NO MORE THAN 10 MINUTES FROM OUR HOUSE WHEN IT STARTED SMOKING WHILE BEING DRIVEN TO WORK. WITHIN A MINUTE THE CHECK ENGINE LIGHT CAME ON, WITHIN ANOTHER MINUTE THE CAR LOST POWER. THE GAS PEDAL WOULDN'T WORK, ETC ETC. WE WERE ABLE TO COAST INTO A SIDE STREET AND EXIT THE VEHICLE. WITHIN A MINUTE OF THAT HAPPENING IT BURST INTO FLAMES AND WAS COMPLETELY ENGULFED AND DESTROYED.
187	11029897	FORD	FUSION	2013	2	GRANBURY	TX	3FA6P0H97DR	9/26/2017	TAKATA RECALL MY CAR CAUGHT FIRE AND BURNED. THE FIRE STARTED WHILE DRIVING BUT I WAS UNAWARE. I JUST KEPT SMELLING POPCORN SMELL. I THEN GOT TO MY DESTINATION , PARKED THE CAR 5 MIN. LATER THE FIRE DEPARTMENT CAME IN AND ASKED IF ANY WAS DRIVING A WHITE FORD FUSION. IT'S WAS BBOT QUIT 2 YEARS OLD AND HAD LESS THEN 50 K MILES.
188	11030673	FORD	ESCAPE	2013	1.6	MAULDIN	SC	1FMCU0GX9DU	9/30/2017	COOLANT LOSS, WITH NO TRACE OF WHERE THE COOLANT IS GOING. THE COOLANT LOSS WILL CAUSE THE LOW COOLANT ALARM TO APPEAR. THE LOW COOLANT ALARM WILL THEN CAUSE FALSE OVERHEATING ALARM, WHICH BY FORD DESIGN CAUSES THE ENGINE TO LOOSE POWER, WHICH CAUSES A SERIOUS SAFETY ISSUE.
189	11030743	FORD	FUSION	2013	1.6	KISSIMMEE	FL	3FA6P0HR0DR	10/1/2017	MY CAR WAS OVERHEATING AND LEAKING COOLANT. THE FORD DEALERSHIP TOOK MY CAR IN FOR RECALL REPAIRS. THEY HAD IT FOR ABOUT 1 WEEK. HOWEVER, MY ENGINE OVERHEATING LIGHT STILL COMES ON AND NOW MY ENGINE FAN SOUNDS LIKE A JET. IT IS SUPER LOUD AS IF THEY ALTERED IT TO KEEP MY CAR FROM OVERHEATING AND NEVER REPAIRED THE RECALL ISSUE. WHEN THE FAN COMES ON SO LOUD, YOU CAN HEAR A LOUD WHISTLE THROUGH MY AV VENTS.
190	11031542	FORD	ESCAPE	2013	1.6	PIEDMONT	SC	1FMCU0GX5DU	10/3/2017	2013 ESCAPE DEVELOPED COOLANT LEAK. I SAW ONLINE WHERE THIS PROBLEM WAS A RECALL. WHEN I TOOK IT IN TO THE DEALERSHIP THEY INFORMED ME THAT EVEN THOUGH MINE HAS THE SAME PROBLEM MY VIN# IS NOT INCLUDED IN THIS RECALL! IF FORD MOTOR COMPANY KNOWS THEY HAVE THIS PROBLEM WITH THIS VEHICLE WHY ARE THEY NOT ALL COVERED? HOW MANY HAVE TO CATCH FIRE? ALSO, THEY ALSO TELL ME I HAVE AN OIL LEAK IN THE TURBO. I HAVE NEVER SEEN ANY EVIDENCE OF AN OIL LEAK IN THIS VEHICLE.
191	11031611	FORD	ESCAPE	2013	1.6	CORPUS CHRISTI	TX	1FMCU0HX1DU	10/3/2017	ENGINE COOLANT LEAK AND ON FORD WEBSITE THERE IS A CALL BACK ON MY VEHICLE BUT DOES NOT SHOW ON MY VIN
192	11032047	FORD	FUSION	2013	N/A	HAYWARD	CA	N/A	10/6/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING APPROXIMATELY 30 MPH, THE VEHICLE OVERHEATED AND THE TEMPERATURE AND SERVICE ENGINE WARNING INDICATORS ILLUMINATED. THE VEHICLE WAS TOWED TO THE CONTACT'S RESIDENCE. THE CONTACT CALLED FORD STORE SAN LEANDRO (1111 MARINA BLVD, SAN LEANDRO, CA 94577) AND WAS ADVISED THAT THE PART TO DO THE REPAIR WOULD NOT BE AVAILABLE UNTIL NOVEMBER 2017. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PART TO DO THE REPAIR WAS UNAVAILABLE. THE MANUFACTURER WAS MADE AWARE OF THE FAILURE AND OPENED A CASE FOR THE CONTACT. THE VIN WAS UNKNOWN. THE APPROXIMATE FAILURE MILEAGE WAS 108,000.
193	11032145	FORD	ESCAPE	2015	1.6	CHICAGO	IL	1FMCU0JX5FU	10/7/2017	WE WERE TRAVELING IN THE CAR AT APPROXIMATELY 80 MPH. THE CAR ENGINE BEGAN TO RACE STRONGLY WITHOUT A CORRESPONDING INCREASE IN SPEED. THIS HAPPENED TWICE AND THEN A RED OIL INDICATOR LIGHT CAME ON. IT SOUNDED ALSO LIKE A HEAD GASKET BLEW ON THE 1.6 LITER ECO-BOOST ENGINE AS THERE WAS A RATTLING NOISE LIKE TUMBLING PEBBLES IN A CAN OR DRUM. WE LOST POWER. BLUE SMOKE STREAMED OUT THE TAIL PIPE OF THE CAR. WE COASTED OVER TO THE SHOULDER OF THE HIGHWAY AND CAME TO A STOP. BY THE TIME THE CAR CAME TO A STOP SMOKE WAS COMING FROM UNDER THE HOOD OF THE CAR. I GOT OUT OF THE CAR AND LOOKED TOWARD THE ENGINE COMPARTMENT FROM THE PASSENGER SIDE. FLAMES WERE COMING FROM BELOW THE CAR JUST INSIDE THE FRONT PASSENGER SIDE TIRE. WE QUICKLY GOT EVERYONE AND EVERYTHING OUT OF THE CAR. THE FLAMES SPREAD VERY QUICKLY. THE FRONT HALF OF THE CAR WAS ENGULFED IN FLAMES IN APPROXIMATELY 4 MINUTES AND THE WHOLE CAR WAS CONSUMED IN ABOUT 8 OR 9 MINUTES.
194	11032273	FORD	ESCAPE	2014	1.6	PHOENIX	AZ	1FMCU0GX7EU	10/8/2017	10/7/17 APPROX 6:30 PM WHILE ENTERING ON RAMP ONTO FRWAY AT APPROX 35 MPH, DRIVING DIST OF LESS THAN 1/2 TO 3/4 MILE FROM LAST PARKED STOP, INDICATOR DASH MEMO OF "ENGINE TEMP HIGH PULL OVER SAFELY", NO INDICATION ON ENGINE TEMPERATURE GAUGE AS IT REGISTERED BELOW MID MARK. PULLLED OVER ON FRWAY INTO CLOSED LANES, TURNED OFF ENGINE. TURNED ON AGAIN TO ADVANCE 10 FT OUT OF WAY OF ONRAMP VEHICLES, TEMP GAUGE INDICATED "H", TURNED OFF ENGINE. CALLED FOR TOW, TECH COULD NOT START ENG, BATTERY DEAD. TOWED HOME (LESS THAN 2-4 MILES), ENGINE OFF WITH TICKING SOUND THAT COULD BE HEARD ACROSS GRILL. TODAY, 10/8/17 THIS AM CHECKED COOLANT AND EMPTY. NO INDICATION OF ENG RUNNING "HOT" OR NO FLUID LOW INDICATOR LIGHT/WARNING. THERE WAS NEVER ANY WARNING LIGHTS, ETC TIME DRIVING FROM 9/27/17 THRU 10/7/17.. *ON 9/27/17 I HAD ROUTINE OIL CHANGE, FLUIDS CHECKS W/RECEIPT OF DEALER PERFORMING ALL WORK AND CHECKS PRIOR TO A TRIP OF APPROX 346 MI EA WAY, TRAVELED APPROX 20 ADDITIONAL MI FROM 10/3/17-10/7/17 AND THERE WAS NO INDICATION OVERHTING OF ENGINE AND I HAD TO EXPECT COOLANT WAS FULL, NOT LOW AS IT WAS SERVICED APPROX 9 DAYS PRIOR. *ON 9/27/17 I ALSO SPECIFICALLY ASKED SERVICE REP AND TECH IF FLUIDS WERE CHECKED BOTH STATED YES,OKAY, ALSO INDICATED ON SERVICE RECEIPT.THEY PERFORM A COMPLETE CHECK OF FLUIDS, HOSES, ETC. TO KNOW IF FORD ESCAPES, 2014 OR OTHERS, HAVE HAD COMPLAINTS REGARDING OVERHEATING W/O WARNINGS AND/OR IF THERE IS A POSSIBILITY OF THIS FORD ENGINE HAVING A RECORD OF THESE PROBLEMS AND COMPLAINTS W/DEALER WHO DOES ALL ROUTINE MAINT ON MY VEHICLE AND ANY COMPLAINTS R/T BELL FORD, PHX SERDEPT REGARDING SAME ISSUE? READ FORDESCAPE.ORG THERE HAS BEEN A RECALL FOR ENGINES CATCH FIRE DUE TO OVERHTING/COOLANT, #17S09 IS IT VALID? I WILL BE ARRANGING TOWING FROM MY HOME TO DEALERSHIP MY VEHICLE&PERFORMED LAST MAINT&OIL CHANGE ON 9 /27/17: BELL FORD, PHXAZ 85023

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
195	11032743	FORD	ESCAPE	2014	1.6	BELFAIR	WA	1FMCU9GXXEU	10/10/2017	DRIVING MY 2014 ESCAPE TO WORK I WAS ON A 35 MPH STREET, AN ALERT WARNING CAME ON TELLING ME THE ENGINE WAS HOT AND TO SAFELY STOP VEHICLE. MY TEMPERATURE GAUGE NEEDLE WAS AT THE HOT. I PULLED OVER AND IT SLOWLY WENT BACK DOWN ENOUGH WHERE I GOT TO MY DESTINATION A MILE AWAY. WHEN CHECKED, MY COOLANT OVERFLOW WAS COMPLETELY EMPTY. I HAD SOMEONE TAKE ME TO PURCHASE THE CORRECT COOLANT AND REPLACED IT BEFORE STARTING THE VEHICLE. WHEN I RETURNED HOME AND CHECKED THE LEVEL, THE COOLANT WAS AGAIN LOW. THE ENGINE WAS EXTREMELY HOT TO THE TOUCH, INCLUDING THE HANDLE TO LATCH OPEN THE HOOD. I REMEMBERED A RECALL ON MY VEHICLE, 17S09/ NHTSA RECALL 17V-209, AND WAS WAITING FOR THE SECOND RECALL LETTER WHEN THE PARTS WERE GOING TO BE AVAILABLE FOR REPAIRS. IT STATED IF THE VEHICLE LEAKED COOLANT OR BECAME HOT, IT COULD CAUSE POSSIBLE OIL LEAK AND CRACK IN THE CYLINDER HEAD, AND EVEN FIRE! I CALLED BRUCE TITUS FORD IN PORT ORCHARD WASHINGTON AND THE SERVICE GUY TOLD ME NOT TO DRIVE IT AND IT WAS TOWED TO THE SERVICE DEPARTMENT. THEY DID TESTS AND FOUND THAT THAT ALERT MESSAGE OF VEHICLE GETTING HOT, ETC SHOWED BUT THEY DID A PRESSURE TEST AND SO ON AND COULD NOT SEE WHERE THE COOLANT WAS GOING. THEY TOLD ME THERE WERE STILL NO PARTS AVAILABLE FOR THE, (ENHANCEMENT TO THE COOLANT PROBLEM), NOT THE FIX! APPARENTLY THE RECALL SAYS THE ENHANCEMENT PART IS A SENSOR WHICH TELLS ME THE COOLANT IS GETTING LOW. SO WITHOUT IT BEING FIXED, I WAS TOLD TO COME GET THE VEHICLE AND KEEP REFILLING AS NEEDED! I WAS TOLD THEY COULD REPLACE THE COOLANT OVERFLOW BOTTLE BUT IT WAS NOT ONLY ON BACK ORDER, BUT WOULD COST ME \$400! COOLANT IS LEAKING AT WORK AND IN DRIVEWAYS AND A HAZARD TO MINE AND OTHERS PETS! I'VE SPENT \$40 ON COOLANT SO FAR AND CANT KEEP DOING THIS! I SHOULD NOT HAVE TO. ONLY 52,000 MILES, MY ONLY TRANSPORTATION, AND I'M STILL PAYING OUT \$458 PAYMENTS AND INSURANCE!
196	11034173	FORD	FUSION	2013	N/A	PATTERSON	CA	N/A	10/17/2017	TL* THE CONTACT OWNED A 2013 FORD FUSION. WHILE DRIVING 60 MPH, THE CONTACT SMELLED A BURNING ODOR. THE CONTACT NOTICED SMOKE UNDER THE HOOD OF THE VEHICLE AND THE POWER STEERING DISABLED WARNING INDICATOR ILLUMINATED. SUDDENLY, THE ENGINE INADVERTENTLY CAUGHT FIRE. THE CONTACT STATED THAT THE FIRE DEPARTMENT EXTINGUISHED THE FIRE. A FIRE REPORT WAS NOT FILED AND THERE WERE NO INJURIES. THE VEHICLE WAS TOWED TO A TOW YARD. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE VEHICLE WAS DESTROYED. THE DEALER WAS NOT CONTACTED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND ADVISED THE CONTACT TO CALL NHTSA. THE APPROXIMATE FAILURE MILEAGE WAS 75,000. THE VIN WAS UNAVAILABLE.
197	11034510	FORD	ESCAPE	2013	1.6	SHREVEPORT	LA	1FMCU0GX4DU	10/19/2017	I WAS DRIVING DOWN I49, SHREVEPORT, LA. AT APPROXIMATELY 65 MPH, HIGH TEMPATURE WARNING CAME ON FOLLOWED BY ENGINE FAILURE WARNING, AS I WAS MAKING MY WAY TO THE ROADSIDE ENGINE SHUT DOWN. STEAM STARTED COMING FROM UNDER THE HOOD, WHEN THE VEHICAL CAME TO A STOP, I POPPED THE HOOD, AS I GOT OUT OF THE CAR I NOTICED A SMALL AMOUNT OF BLUE SMOKE, FOLLOWED BY BLACK SMOKE, I DID NOT OPEN HOOD, 30 SECONDS LATTER FLAMES WERE SHOOTING FROM UNDER THE HOOD, I CALLED 911 AS THE FLAMES ENGULFED THE FRONT OF THE CAR
198	11034679	FORD	ESCAPE	2014	1.6	HUTTO	TX	1FMCU0GX3EU	10/19/2017	MAR 27,2017 MANUFACTURER RECALL NUMBER: 17S09 NHTSA RECALL NUMBER: 17S09 RECALL STATUS: RECALL INCOMPLETE, REMEDY NOT YET AVAILABLE THIS CRITICAL SAFETY ISSUE SEEMS TO BE TAKING A LONG TIME TIME TO FIND AND IMPLEMENT A SOLUTION. I HAVE TO KEEP ADDING COOLANT AT LEAST ONCE A WEEK SINCE 08/26/2015. NO WATER IN THE OIL DURING RECOMMENDED OIL CHANGES. I WOULD LIKE TO BE DRIVING A SAFE VEHICLE NOT ONE THAT COULD POSSIBLY KILL ME. IS THIS SOMETHING THAT COULD BE COVERED UNDER THE LEMON LAW IN THE STATE OF TEXAS? I WOULD BE HAPPY TO SWAP IT FOR A DIFFERENT VEHICLE THAT DIDN'T HAVE THIS ISSUE. IF THE MANUFACTURER HAS FAILED OR IS UNABLE TO REMEDY THIS SAFETY RECALL FOR YOUR VEHICLE IN A TIMELY MANNER, PLEASE CONTACT THE NHTSA VEHICLE SAFETY HOTLINE AT: 1-888-327-4236 OR TTY: 1-800-424-9153 OR FILE AN ONLINE COMPLAINT WITH NHTSA. THIS IS WHY I AM FILING THIS COMPLAINT AS I FEEL FORD SHOULD HAVE A SOLUTION READY TO IMPLEMENT. BUT I HAVE AS YET NOT BEEN CONTACTED.
199	11039603	FORD	ESCAPE	2014	1.6	BEAVER DAM	WI	1FMCU0GX3EU	10/25/2017	WAS DRIVING ON HIGHWAY APPROXIMATELY 65 MPH WHEN THE ENGINE FAULT CAME ON AND LOST POWER. PULLED TO SIDE OF ROAD AND BEGAN TO SEE SMOKE FROM ENGINE. FIRST THOUGHT WAS OVERHEATING OR SIMILAR. WITHIN MINUTES NOTICED FLAMES FROM UNDER HOOD NEAR WINDSHIELD. GOT OUT OF CAR AND WITHIN LESS THAN 5 MINUTES CAR WAS FULLY ENGULFED IN FLAMES. THIS WAS AN OBVIOUS ENGINE ISSUE AND NOT A MAINTAINANCE ISSUE. THIS WAS A FLEET VEHICLE PROPERLY MAINTAINED UNTIL I PURCHASED IT FROM THAT EMPLOYER 1 YEAR PRIOR.
200	11040584	FORD	ESCAPE	2014	1.6	NASHVILLE	IN	1FMCU9GXXEU	10/27/2017	PLEASE SEE ATTACHED PDF. IT IS THE LETTER I SENT TO FORD MOTOR COMPANY. MY COMPLAINT FOCUSES ON THE ENGINE OVERHEATING AND THE CONSTANT LOSS OF ENGINE COOLANT.
201	11040980	FORD	ESCAPE	2013	N/A	PARKER	CO	1FMCU9H5DUB	10/29/2017	WHILE DRIVING DOWN THE HIGHWAY AT 65 MPH, AN ALERT APPEARED STATING "LOW COOLANT". IN THE PAST THE CAR HAD STATED THE SAME ALERT BEFORE ALARMING THAT THE CAR WAS OVERHEATING AND NEEDED TO BE PULLED OVER. AT THAT POINT THE CAR WOULD THEN GOING INTO LIMP MODE. DUE TO THIS HISTORY, WE KNEW WE HAD TO ATTEMPT TO GET TO THE SIDE OF THE HIGHWAY AS SOON AS POSSIBLE. WITHIN ONE MINUTE, THE CAR DID ALARM "OVERHEATING" AND WENT INTO LIMP MODE. WE WERE ONLY ABLE TO GET TO THE LEFT HAND SHOULDER OF AN ON-RAMP (MIDDLE OF THE HIGHWAY). AT THIS POINT WE GOT OUT OF THE CAR AND FOUND THAT THE COOLANT LEVEL WAS NORMAL. AFTER WAITING 20 MINUTES WE DROVE IN REVERSE UP THE ON-RAMP TO GET OFF THE HIGHWAY, BECAUSE WE WERE CONFIDENT WE COULD NOT SAFELY GET TO THE NEXT EXIT (SEVERAL MILES AWAY). WE THEN HAD THE CAR TOWED TO A LOCAL FORD DEALER (PHIL LONG FORD OF DENVER). THIS IS THE DEALERSHIP WHERE WE HAD PREVIOUSLY BROUGHT OUR VEHICLE TO REPAIR THIS SAME ISSUE. AT THAT TIME, THE DEALERSHIP REPLACED A BROKEN TEMPERATURE SENSOR, STATING THAT THIS WAS WHAT WAS CAUSING THE OVERHEATING ISSUES. OUR VEHICLE ALSO HAD MAINTENANCE COMPLETED ON IT AS PART OF THE 13S12 RECALL (RISK OF OVERHEATING) IN 2015. THE ISSUE CLEARLY HAS NOT BEEN RESOLVED AFTER MULTIPLE "FIXES" HAVE BEEN PERFORMED.
202	11042178	FORD	ESCAPE	2014	1.6	SKIDMORE	MO	1FMCU0JX5EU	11/1/2017	MY DAUGHTER WAS DRIVING THE CAR ON A 2 LANE HIGHWAY, GOING STRAIGHT, AT HIGHWAY SPEED (MY DAUGHTER GOTTEN ABOUT 3 MILES FROM HOME) AND ENGINE FAULT LIGHT CAME ON, CAR SPUTTERED, SERVICE NOW LIGHT CAME ON AND IMMEDIATELY SMOKE STARTED TO COME INTO THE CAR. SHE PULLED OVER IMMEDIATELY AND RAN FROM CAR AND CALLED 911 THE CAR CAUGHT ON FIRE UNDER HOOD. THE FIRE WAS VERY LARGE AND TOTALED CAR. TIME FROM ENGINE FAULT LIGHT TO FIRE WAS APPROXIMATELY 30 SECONDS TO 45 SECONDS. THAT PART IS AN ESTIMATE. NOTIFIED FORD MOTOR CORP AND THEY GAVE ME A CLAIM NUMBER. CURRENTLY INSURANCE COMPANY HAS THE CAR BUT WILL PROBABLY MAKE A CLAIM TO FORD. IT WAS IN A COUPLE OF WEEKS BEFORE BECAUSE IT HAD THE SAME KIND OF SPUTTER. THEY ALSO WORKED ON 4 RECALLS AT THIS TIME. WHEN TALKING TO FMC, THE LADY STATED THAT FOR SOME REASON ONE RECALL IS STILL OPEN ALTHOUGH IT SHOWED THAT THE DEALERSHIP HAD DONE IT. SHE WASN'T SURE WHY THEY DIDN'T CLOSE IT.
203	11042753	FORD	ESCAPE	2013	2	BRANDYWINE	MD	1FMCU0G94DU	11/2/2017	INITIALLY I HAD BEEN HAVING ISSUES WITH THE ENGINE LIGHT COMING ON AND OFF. INITIALLY WHEN I TOOK THE VEHICLE TO BE LOOKED AT, BY THE HUNT FORD IN LA PLATA, MD. THEY CHANGED THE OXYGEN SENSOR. SO THE LIGHT WENT OFF. THEN A FEW MONTHS LATER IN 2016 THE LIGHT CAME BACK ON. EVENTUALLY I STARTED DRIVING ON ROUTE 5 NORTH AND HEARD A 'POP' NOISE IN THE ENGINE AREA. THE VEHICLE STARTED TO LOSE ACCELERATION AND WOULD HESITATE. THEN EVENTUALLY MY CHECK ENGINE LIGHT CAME ON AND STARTED BLINKING. PRIOR TO THE ENGINE LIGHT BLINKING THE CAR BEGIN TO MISFIRE, HESITATE WHEN TRYING TO ACCELERATE, AND THE ENGINE WOULD OVERHEAT FROM TIME TO TIME PREMATURELY. THE CAR WOULD SOMETIMES STALL AND MISFIRE WHEN TRYING TO ACCELERATE OR WHEN SITTING IDLE. WHEN I LOOKED ONLINE IT SHOWS A RECALL FOR THESE SPECIFIC ISSUES FOR THE SAME MAKE, MODEL & YEAR, BUT NOT FOR MY SPECIFIC ENGINE LITER. FOR EXAMPLE, IT SHOWS THE ENGINE OVERHEATING, MISFIRES AND ENGINE WIRING SPLICES MAY CAUSE STALL FOR 2013 FORD ESCAPES BUT ONLY FOR 1.6L. MY CAR IS EXPERIENCING VERY SIMILAR ISSUES AS THOSE LISTED UNDER THE RECALL, BUT MY ENGINE IS A 2.0L. SO WHILE ON MY WAY HOME FRIDAY, 10/27/2017, I STARTED TO HAVE ISSUES WITH MY VEHICLE. I WAS TRAVELING ON PENNSYLVANIA AVE TOWARDS DC, WHEN I REACHED AN INTERSECTION (SOUTHERN AVE), AND THE CAR STARTED TO JERK AND THEN THE ENGINE LIGHT STARTED BLINKING. AT ONE POINT I BEGAN TO SEE WHITE SMOKE ONCE THE ENGINE LIGHT STARTED TO BLINK, AND SMELLED FUMES. NOT TOO LONG AFTER THAT BEGAN TO OCCUR, I MAKE A U-TURN AT THE LIGHT AND PULLED OVER IN FRONT OF THE FUNERAL HOME. BEFORE I WAS PULLED OVER ON THE SIDE OF THE ROAD (WHILE MAKING THE U-TURN) THE CAR STARTED TO MISFIRE AND STALL. SO I TURNED THE ENGINE OFF, AND CALLED AAA TO HAVE IT TOWED. A FEW DAYS LATER I HAD A MECHANIC COME AND RUN A DIAGNOSTIC ON THE VEHICLE AT THE HOME. I HAVE ATTACHED A COPY OF THEIR REPORT.
204	11042558	FORD	ESCAPE	2014	1.6	CORONA	CA	1FMCU0GX2EU	11/2/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. WHILE DRIVING VARIOUS SPEEDS, THE TEMPERATURE GAUGE INDICATED THAT THE VEHICLE OVERHEATED. THE CONTACT COASTED THE VEHICLE TO THE SIDE OF THE ROAD AND TURNED THE ENGINE OFF FOR A COUPLE OF HOURS. THE VEHICLE WAS TOWED TO HEMBROOKE FORD (1900 HAMNER AVE, NORCO, CA 92860, PHONE NUMBER: (877) 384-5006) WHERE IT WAS DIAGNOSED THAT THERE WAS NO LEAK IN THE COOLING LINE. THE VEHICLE WAS NOT REPAIRED AND THE FAILURE RECURRED. THE VEHICLE WAS TAKEN BACK TO THE HEMBROOKE DEALER, BUT WAS NOT DIAGNOSED OR REPAIRED BECAUSE THE DEALER WANTED TO CHARGE FOR A SECOND DIAGNOSTIC FEE. THE VIN WAS INCLUDED IN NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE MANUFACTURER WAS CONTACTED AND DID NOT OFFER ASSISTANCE. THE APPROXIMATE FAILURE MILEAGE WAS 59,000.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
205	11042978	FORD	ESCAPE	2014	1.6	WEEKI WACHEE	NY	1FMCU0GX1EU	11/3/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. WHILE DRIVING 60 MPH, SMOKE APPEARED UNDER THE HOOD. THE CONTACT PULLED OVER AND THE ENGINE COMPARTMENT BURST INTO FLAMES WITHOUT WARNING. THE FIRE DEPARTMENT EXTINGUISHED THE FIRE. A POLICE REPORT WAS NOT FILED. THERE WERE NO INJURIES. THE VEHICLE WAS TOWED TO A LOCAL DEALER (FLAMMER FORD, 3335 COMMERCIAL WAY, SPRING HILL, FL 34606). THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS 55,000. THE CONSUMER STATED THE MANUFACTURER OFFERED 11,000 FOR THE VEHICLE. THE CONSUMER DECLINED. THE CONSUMER REQUESTED TO BE PROVIDED A VEHICLE OF THE SAME MAKE, MODEL, AND YEAR. *JS *LN *CN
206	11042880	FORD	ESCAPE	2014	1.6	MONTVALE	VA	1FMCU0GX1EU	11/3/2017	IN 2016, I HAD THE COOLANT SYSTEM REPAIRED/REPLACED DUE TO A LEAK. THIS WAS PRIOR TO THE RECALL. AFTER RECALL NOTICE WAS SENT I ATTEMPTED TO HAVE IT ADDRESSED TWICE AND TOLD BOTH TIMES THE PARTS WERE NOT AVAILABLE. ON 10/26/17 I GOT A NOTICE THAT MY ENGINE WAS ABOUT TO OVERHEAT AND FOUND THAT THE COOLANT TANK WAS EMPTY. I MADE AN APPOINTMENT FOR 10/30/2017. ON 10/29/17 I FILLED THE COOLANT TANK BEFORE DRIVING TO CHURCH AND AFTER 15-20 MILES RECEIVED AN ENGINE FAIL NOTICE, SMOKE COMING OUT OF THE ENGINE AND CAR WOULD NOT RESTART. COOLANT TANK WAS ALREADY EMPTY. CAR WAS TOWED TO BERGLUND FORD IN BEDFORD, VIRGINIA. TODAY IS 11/3/2017, NO DIAGNOSIS MADE, NO IDEA WHAT THE CAUSE OF ENGINE FAILURE IS AND WE WERE TOLD BY THE SERVICE DEPARTMENT THAT THEY HAD NO KNOWLEDGE OF THE RECALL REPORTING THIS TYPE OF INCIDENT. MULTIPLE ATTEMPTS TO CONTACT FORD MOTOR HAS BEEN FRUITLESS BECAUSE THE DEALER IS NOT COMMUNICATING WITH THEM.
207	11043379	FORD	FUSION	2013	1.6	MABANK	TX	3FA6P0HRXR	11/5/2017	I WAS DRIVING MY CAR AN IT WASN'T HOT OR ANYTHING I WENT INTO THE STORE CAME OUT STARTED MY CAR DROVE FOR 5 SECS AN MY CAR SHUTS OFF SAYS COOLANT OVERHEATED AN DOESN'T START BACK UP NEVER HAD THAT PROBLEM BEFORE I LOOK IT UP AN THERE'S A RECALL FOR IT I CALL TRI COUNTY FORD IN MABANK AN THEY COME GET IT AN SAY IT'S JUST A HOSE LEAK. NEVER ONCE WAS MY CHECK ENGINE LIGHT ON BUT AFTER I GOT IT BACK A WEEK LATER IT COMES ON AN I FIND OUT IT'S A COOLANT BYPASS VALVE AN A LITTLE WRENCH TOOL POPS UP AN NO ONE KNOWS WHAT THAT MEANS AN THE FORD PLACE SAYS IT'S NOT UNDER RECALL ANYMORE AN ILL HAVE TO PAY TO FIX IT. O ALSO MY THING WHERE YOU PUT WATER WAS JUST WHERE IT NEEDED TO BE ALSO BUT THERE WAS COOLANT ON MY ENGINE FORD NEVER TOLD ME WHY SO IM GUESSING FROM THE HOSE LEAK
208	11044943	FORD	ESCAPE	2013	1.6	ALTOONA	IA	1FMCU9GX1DU	11/9/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT THE SERVICE ENGINE WARNING INDICATOR FLASHED. IN ADDITION, THERE WAS A COOLANT AND AN OIL LEAK. AN INDEPENDENT MECHANIC DIAGNOSED THAT THERE WAS AN OVERBOOST MALFUNCTION, WHICH NEEDED TO BE REPLACED. THE VEHICLE WAS NOT DIAGNOSED BY A DEALER. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE AND INDICATED THAT THERE WAS NO WARRANTY OR RECALL; THEREFORE, THEY PROVIDED NO REMEDY. THE APPROXIMATE FAILURE MILEAGE WAS 92,000.
209	11045217	FORD	ESCAPE	2014	1.6	CAMILLUS	NY	1FMCU9GX9EU	11/10/2017	I WAS DRIVING ON THE HIGHWAY 1 1/2 MILES FROM MY HOME WHEN THE ENGINE CUT OUT. I WAS ABLE TO DRIFT TO THE SIDE OF THE HIGHWAY AND COME TO A STOP. I REMAINED IN THE CAR AND SMELLED BURNING. THERE WAS SMOKE COMING FROM THE ENGINE COMPARTMENT. AFTER A FEW MINUTES THE SMOKE STOPPED. THERE WERE NO TROUBLE/WARNING LIGHTS PRIOR TO THE ENGINE FAILURE. I ARRANGED TO BE TOWED TO OUR REGULAR MECHANIC. HE INFORMED ME THAT HE THOUGHT I SHOULD GET THE VEHICLE TO A FORD DEALERSHIP, AS THERE HAD BEEN A FIRE IN THE ENGINE COMPARTMENT AND THERE WAS A HIGH PROBABILITY THAT IT WAS RELATED TO A FORD RECALL 17S09. THE VEHICLE WAS TOWED TO A NEARBY FORD DEALERSHIP AND A DIAGNOSTIC WAS PERFORMED. THE SERVICE MANAGER ALSO SUSPECTED THAT IT WAS PART OF THE ISSUE ASSOCIATED WITH THE RECALL. HE OPENED A FORD "HOTLINE" CASE. A DAY OR SO LATER THE SERVICE MANAGER CALLED AND SAID THAT THEY DETERMINED THAT IT WAS NOT PART OF THE RECALL BECAUSE THE COOLANT SYSTEM HAD PASSED THEIR PRESSURE TEST AND THERE HAD NOT BEEN A COOLANT LEAK. HE ALSO DETERMINED THAT THERE WAS A CRACKED HEAD AND CRACKED MANIFOLD, AND THAT THE VEHICLE HAD LOST OIL THROUGH THE CRACKED HEAD. WHEN I INQUIRED AS TO WHY THE HEAD WOULD CRACK WHEN THE VEHICLE HAS REGULAR OIL CHANGES (THE MOST RECENT JUST 20 DAYS PRIOR) AND THE COOLANT SYSTEM WAS FULL HE DIDN'T HAVE AN ANSWER. AT THAT TIME HE SAID THE ENGINE WOULD COST CLOSE TO \$5,000 TO REPAIR, BUT THAT HE COULDN'T GUARANTEE THAT IT WOULDN'T HAVE "OTHER ISSUES" RELATED TO THE DAMAGES IDENTIFIED. BECAUSE OF LIMITED SPACE HERE, I HAVE ATTACHED A FULL DESCRIPTION AS A PDF.
210	11045506	FORD	ESCAPE	2017	1.5	RIVERSIDE	CA	1FMCU0JD3HU	11/12/2017	I WAS DRIVING MY 2017 FORD ESCAPE TITANIUM AND STOPPED AT A STOP SIGN ONE BLOCK FROM MY HOUSE. I WAS ON A RESIDENTIAL STREET. AS I STARTED TO GO, MY CAR STALLED. I PUT IT IN PARK AND TRIED STARTING IT AGAIN. IMMEDIATELY I NOTICED SMOKE COMING FROM THE HOOD. I JUMPED OUT OF THE CAR AND IMMEDIATELY CALLED 911. A PASSER BY BROUGHT A FIRE EXTINGUISHER AND I CALLED MY HUSBAND AND HE SHOWED UP. THEY BOTH TRIED TO PUT FIRE OUT. THEY COULD NOT GET THE HOOD LATCH OPEN AND COULDN'T GET THROUGH THE SIDE WALLS TO PUT THE FIRE OUT. THE FIRE DEPARTMENT SHOWED UP AND THE CAR WAS ENGULFED IN FLAMES. I HAVE NO IDEA WHAT CAUSED THIS TO HAPPEN.
211	11046053	FORD	ESCAPE	2013	N/A	NEW SHARON	ME	N/A	11/14/2017	MY ANTIFREEZE HAS BEEN LEAKING AND IT'S WORSE WHEN IT'S COLD OUT. MY MECHANIC DIDNT SEE ANYTHING WRONG WHEN HE TOOK ALL QUICK LOOK.. AND THE PLAN IS TO HAVE A MUCH BETTER LOOK HERE IN 7 DAYS. I HAVE NOTICED THAT EVER SINCE THE WEATHER HAS GOTTEN COLDER... IT LEAKS FASTER... LIKE I HAVE TO REFILL IT EVERY 24 HOURS. WHEN I WAS GETTING MY OIL CHANGED ..THE SERVICE WORKER SAID HIS WIFE HAD THE SAME PROBLEM AND THERE WAS A RECALL ON 2013 FOR ANTIFREEZE SENSOR MALFUNCTION... BUT WHEN I ENTER MY BIN NUMBER IT IS NOT INCLUDED IN THE RECALL. I NOTICED THIS AT THE END OF THE WINTER LAST WINTER... AND IT WASN'T TOO BAD UNTIL ABOUT 30 DAYS AGO THE TEMPERATURE GOT SIGNIFICANTLY COLDER AND IT REAL BAD NOW AND COSTS SLOT TO KEEP UP ON ANTIFREEZE. PLEASE GET IN TOUCH WITH ME IF YOU NEED MY VIN NUMBER. THANKS.
212	11045870	FORD	FUSION	2013	N/A	MOORHEAD	MN	N/A	11/14/2017	JUST HAD THE WATER PUMP REPLACED ON THE VEHICLE FOR THE 3RD OR 4TH TIME NOW. VEHICLE HAS ALWAYS BEEN LOOSING COOLANT SINCE I BOUGHT IT. THEY HAVE REPLACED THE BLOCK HEATER JUST ABOUT AS MANY TIMES ALSO. THEY NEVER REALLY SEEM TO BE ABLE TO FIGURE OUT WHERE ITS COMING FROM AND I'M QUITE CONCERNED THAT NO ONE SEEMS TO ACTUALLY HAVE IT FIGURED OUT. FIRST PROBLEM WAS AT 20,000 MILES, 50,000 MILES, 80,000 MILES AND 131,000 MILES. THERE IS A RECALL FOR COOLANT LEAKING ONTO THE EXHAUST AND STARTING A FIRE BUT I'M STILL BEING TOLD THAT THERE IS NO FIX FOR THAT ISSUE YET. I WAS NOTIFIED BACK IN MARCH OF 2017 ABOUT THAT ISSUE.
213	11047018	FORD	FUSION	2013	1.6	MEMPHIS	TN	3FA6P0HR2DR	11/17/2017	TL* TAKATA RECALL. THE CONTACT OWNS A 2013 FORD FUSION. THE CONTACT STATED THAT THE SERVICE ENGINE INDICATOR ILLUMINATED SEVERAL TIMES. THE CONTACT STATED THAT THE VEHICLE KEPT OVERHEATING AND WAS SLOW TO ACCELERATE. THE VEHICLE WAS TAKEN TO AN INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT THE COMPUTER NEEDED TO BE REPLACED AND RECOMMENDED THAT THE VEHICLE BE TOWED TO THE DEALER. THE DEALER (COUNTRY FORD, 95 GOODMAN RD E, SOUTHAVEN, MS 38671, (662) 349-4300) MADE NO MENTION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE CONTACT WAS NOT INFORMED THAT THE RECALL NEEDED TO BE COMPLETED. THE DEALER REPLACED THE COMPUTER AND DID NOT MENTION ANYTHING ABOUT NHTSA CAMPAIGN NUMBERS: 14V597000 (AIR BAGS AND SEAT BELTS), 15V246000 (LATCHES/LOCKS/LINKAGES), AND 16V875000 (SEAT BELTS). IN ADDITION, THE DEALER MADE NO MENTION OF THE MANUFACTURER SERVICE CAMPAIGN (15R01) FOR THE EPS MOTOR BOLTS - REGIONAL AND (14N02) FOR THE EXTENDED WARRANTY COVERAGE FOR PCM RE-PROGRAMMING. WITHIN THREE WEEKS OF THE DEALER'S REPAIR, THE CONTACT TURNED ON THE HEAT AND NOTICED A STRONG ODOR COMING FROM THE VENTS. THE VEHICLE STARTED SMOKING UNDER THE HOOD AND CAUGHT ON FIRE. THE FIRE DEPARTMENT EXTINGUISHED THE FLAMES AND THE VEHICLE WAS TOWED TO THE CONTACT'S RESIDENCE BY THE INSURANCE COMPANY WHO WAS TO INVESTIGATE THE CAUSE OF THE FIRE. THE MANUFACTURER WAS NOTIFIED OF THE FAILURES. THE FAILURE MILEAGE WAS NOT AVAILABLE. VIN TOOL CONFIRMS PARTS NOT AVAILABLE. PARTS DISTRIBUTION DISCONNECT.
214	11048593	FORD	ESCAPE	2014	1.6	FORT COLLINS	CO	1FMCU9GX4EU	11/27/2017	MY SON WAS DRIVING MY 2014 FORD ESCAPE ON THE STREET TO I-25 WHEN HE THOUGHT HE SMELLED SMOKE, THEN THE ENGINE FAILURE FLASHED ON THE SCREEN AND THE ENGINE TURNED ITSELF OFF. HE WAS ABLE TO MOVE THE VEHICLE TO A SAFE LOCATION THEN HE POPPED THE HOOD AND SAW FLAMES SO HE SHUT THE HOOD AND CALLED THE FIRE DEPARTMENT
215	11051107	FORD	ESCAPE	2013	1.6	LEXINGTON	KY	1FMCU0HX0DU	11/28/2017	THIS VEHICLE HAS PRESENTED NUMEROUS ISSUES & MOST RECENTLY A CONTINUOUS COOLANT LEAK OR LOSS INTO THE ENGINE. DESPITE A WATER PUMP REPLACEMENT (COVERED) AND THAT IS THE SUPPOSED ISSUE BUT THEN, ENGINE LIGHT, SORRY A COOLANT BYPASS VALVE (NOT COVERED BUT SHOULD BE!) ON A 2013 FORD ESCAPE 1.6; HOW IS THIS NOT PART OF THE 2013 RECALL?! I'M RESEARCHING OUR STATE LEMON LAWS SO THAT THIS CAN BE RESOLVED SINCE WE'VE HAD MORE LOST WAGES ON GETTING THIS INTO A DEALERSHIP THAN ANY VALUABLE TIME DRIVING THE VEHICLE. I BLAME THE MANUFACTURER PRIMARILY BUT THE TECHS AREN'T OUTSTANDING CONSIDERING THEY CAN'T PUT WIRES BACK INTO A SEMBLANCE OF ORDER. ALSO, HOW TOUGH IS IT TO CHANGE THE TIMING BELT WHEN REPLACING A WATER PUMP? I WOULD HAVE ASKED THEM TO, IF OFFERED, & IT'S COVERED BUT SINCE THE RESPONSE LATER WAS 'ITS ONLY A LITTLE WORN' (WHAT DOES THAT MEAN?!) THEY DECIDED A \$30 PART IS WORTH RISKING THE JOB THEY JUST FINISHED HALFWAY OF COURSE. GUESS WHAT, IT STILL SMELLS LIKE COOLANT. FORD HAS HAD A DOZEN OR MORE RECALLS & WE LITERALLY CAN'T KEEP THIS VEHICLE OUT OF OUR SAVINGS OR ON THE ROAD. I'LL NEVER OWN A FORD AS LONG AS I CAN CHOOSE TO HAVE SOMETHING SAFE FOR MY FAMILY. FORD NAMED IT 'ESCAPE' FOR A REASON. TAKE MY ADVICE & GET OUT OF THESE PILES OF GARBAGE ASAP.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
216	11051024	FORD	FUSION	2013	1.6	LOS ANGELES	CA	3FA6P0HR4DR	11/28/2017	TL* THE CONTACT OWNED A 2013 FORD FUSION. WHILE TRAVELING HIGHWAY SPEEDS, THE PASSENGER NOTICED AN ABNORMAL BURNING ODOR. THE CONTACT TURNED ON THE AIR CONDITIONER AND SMOKE EMITTED INTO THE CABIN OF THE VEHICLE. THE VEHICLE LOST POWER AND THE CONTACT WAS ABLE TO SEE FLAMES FROM THE SIDE MIRROR. THE PASSENGER WAS ABLE TO EXIT THE VEHICLE. WHEN THE CONTACT ATTEMPTED TO EXIT THE VEHICLE, THE DOOR JAMMED. THE CONTACT HAD TO APPLY EXCESSIVE FORCE IN ORDER TO EXIT THE VEHICLE. UPON LEAVING THE VEHICLE, IT BECAME ENGULFED IN FLAMES. THE FIRE DEPARTMENT WAS CONTACTED AND EXTINGUISHED THE FLAMES. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO A SALVAGE YARD WHERE IT WAS DEEMED DESTROYED. PRIOR TO THE FAILURE, THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBERS: 14V597000 (AIR BAGS, SEAT BELTS), 15V246000 (LATCHES/LOCKS/LINKAGES), 16V875000 (SEAT BELTS), AND 17V209000 (ENGINE AND ENGINE COOLING). SANTA MONICA FORD LINCOLN IN SANTA MONICA, CA PERFORMED THE REPAIR. THE MANUFACTURER WAS NOT CONTACTED. THE FAILURE MILEAGE WAS APPROXIMATELY 68,000.
217	11051773	FORD	ESCAPE	2013	1.6	LOMBARD	IL	1FMCU9GX5DU	12/1/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. WHILE ATTEMPTING TO ACCELERATE FROM A TRAFFIC LIGHT, THE ACCELERATOR PEDAL WAS DEPRESSED AND THE VEHICLE STALLED. THE CONTACT WAS UNABLE TO RESTART THE VEHICLE. THE CONTACT STATED THAT THERE WAS AN ABNORMAL SMOKE ODOR COMING FROM THE VEHICLE. THE VEHICLE WAS TOWED TO PACKEY WEBB FORD (1815 W OGDEN AVENUE, DOWNERS GROVE, IL 60515, (866) 496-6602) WHERE IT WAS DIAGNOSED THAT THE ENGINE SEIZED DUE TO A DEFECTIVE WATER PUMP, WHICH CAUSED A MAJOR COOLANT LEAK. THE COOLANT LEAK CAUSED IRREPARABLE DAMAGE TO THE ENGINE. THE CONTACT WAS INFORMED THAT THE ENGINE NEEDED TO BE REPLACED. THE ENGINE WAS REPLACED, BUT THE FAILURE RECURRED EVERY TWO TO THREE MONTHS. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 13,014.
218	11052848	FORD	ESCAPE	2013	N/A	CONVERSE	TX	N/A	12/6/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT WHILE THE VEHICLE WAS PARKED, THE HEATING SYSTEM FAILED TO TURN ON. THE CONTACT STATED THAT COOLANT WAS APPLIED TO THE VEHICLE, HOWEVER WAS EMPTY WEEKS LATER. THE VEHICLE WAS TAKEN TO A LOCAL DEALER, JORDAN FORD, LTD 13010 I-35, SAN ANTONIO TX 78233 WHERE THE FAILURE COULD NOT BE DETERMINED. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 42,000. THE VIN WAS NOT AVAILABLE.
219	11054039	FORD	ESCAPE	2014	1.6	OZARK	MO	1FMCU0GX4EU	12/11/2017	I BROKE DOWN ON THE HIGHWAY WITH SMOKE COMING OUT OF THE ENGINE COMPARTMENT. I HAD IT TOWED TO GO AUTOMOTIVE TO ENSURE IT WAS NOT BECAUSE OF A FAULTY OIL CHANGE (I HAD HAD AN OIL CHANGE 3 DAYS EARLIER). IT WAS DETERMINED THAT IT WAS NOT DUE TO ANY PART OF THE OIL CHANGE, BUT THAT IT WAS DUE TO A RECALL FORD RELEASED IN APRIL 2017. PARTS HAVE STILL NOT BEEN RECEIVED AT MY LOCAL DEALERSHIP FOR REPAIRS. THE AUTOMOTIVE SHOP DROVE THE CAR UP AND DOWN THE ROAD SEVERAL TIMES AND THOUGHT IT WAS SAFE TO DRIVE TO FORD (ABOUT 3 MILES AWAY) TO DISCUSS THE RECALL. MY MOM WAS TAKING THE CAR WHILE MY DAD FOLLOWED BEHIND HER. SHE ONLY DROVE CITY ROADS, NO HIGHWAYS. LESS THAN A QUARTER MILE FROM THE FORD LOT, THE CAR STARTED TO SMOKE LITTLE, LIGHT COLORED WISPS. WHEN MY MOM ARRIVED AT FORD AND PARKED IT BECAME HEAVIER (BUT STILL LIGHT COLORED) SMOKE, AND WHEN SHE WENT IN TO GET AN ASSOCIATE THEY GOT OUTSIDE AND IT WAS ON FIRE. IT TOOK THE FIRE DEPARTMENT TO PUT THE FLAMES OUT.
220	11054479	FORD	ESCAPE	2013	1.6	SAUGUS	MA	1FMCU9HX2DU	12/13/2017	MY CAR CAUGHT ON FIRE NOVEMBER 12TH 2017. ONE DAY AFTER YORK FORD REPAIRED CAR THAT I PICKED UP ON NOVEMBER 11TH 2017.YORK FORD SAID IT WAS ON WARRANTY ,NEVER MENTIONED A RECALL, CAR KEPT STALLING, YORK HAD IT TWICE FOR REPAIRS, IT CAUGHT ON FIRE WHEN I WAS DRIVING THE VERY NEXT DAY. LATER FOUND OUT FORD HAD 139,000 RECALLS ON 2013 ESCAPES FOR FUEL LINES AND POTENTIAL ENGINE FIRES. I DO HAVE PHOTOS AND A VIDEO BECAUSE AFTER I CALLED 911 I HAD MY PHONE OUT. MASS STATE POLICE AND REVERE FIRE DEPT. RESPONDED MAPFRE INSURANCE CO. DECLARED IT A TOTAL LOSS.. DONNA FROM YORK FORD TOLD ME TO FILL THE TANK UP BECAUSE THEY PUT A CLEANER IN THE FUEL.??? PLEASE EMAIL ME SO I CAN SEND YOU THE PHOTOS AND PROVIDE ANY OTHER DOCUMENTATION.
221	11054649	FORD	ESCAPE	2013	1.6	DIXON	IL	1FMCU9HX1DU	12/14/2017	MY 2013 FORD ESCAPE SEL HAS THE 1.6L V6 ENGINE AND IS SAYING THAT IT IS OVER HEATING AND GIVING ME A P1299 CODE. I HAVE REPLACED THE THERMOSTAT IT STILL GIVES ME THIS CODE. I CAN LET THE CAR SIT FOR SEVERAL DAYS AND TURN IT ON AND IT WILL IMMEDIATELY SAY THAT IT IS OVERHEATING. I CAN CLEAR THE CODE OUT OF THE SYSTEM AND DRIVE THE CAR FOR SEVERAL DAYS TO A WEEK WITH NO PROBLEMS. THIS ISSUE HAPPEN WITH APPROXIMATELY 98,000 MILES ON THE VEHICLE. I HAVE RESEARCHED ONLINE AND THE 2013 FORD ESCAPE 1.6L ENGINE HAS A RECALL ON THIS ISSUE BUT ACCORDING TO MY VIN NUMBER MY VEHICLE DOES NOT HAVE THIS RECALL. ENGINE AND ENGINE COOLING RECALL NUMBER 12V551000. I ALSO HAVE AN ISSUE WITH MY VEHICLE HESITATING. I WILL BE DRIVING AND THE RPMS WILL BOUNCE UP AND DOWN THEN IT WILL TELL ME THERE IS A "TRANSMISSION FAILURE". AFTER IT SENDS THAT WARNING MESSAGE THE VEHICLE WILL RUN FINE. I HAVE HAD THIS ISSUE SINCE I HAVE PURCHASED THE VEHICLE WITH APPROXIMATELY 40,000 MILES ON IT AT THAT TIME. THE DEALERSHIP TOLD ME THERE IS NOTHING THEY CAN DO ABOUT IT THAT FORD RECALL IT BUT THERE IS NO WAY TO FIX IT. AGAIN I HAVE RESEARCHED AND THEY HAVE A RECALL ON THIS WITH THE 2013 FORD ESCAPES BUT ACCORDING TO MY VIN MY VEHICLE DOES NOT HAVE THIS RECALL. ELECTRICAL SYSTEM:WIRING RECALL NUMBER 15V813000
222	11054642	FORD	FUSION	2013	1.6	FAIRFIELD	IA	3FA6P0HR9DR	12/14/2017	THE MOTOR OVERHEATED JUST AS IN THE DESCRIPTION OF RECALL 17S09. FESLERS AUTOMOTIVE IN FAIRFIELD, IA TRIED TO BLAME IT ON SOMETHING ELSE EVEN AFTER THEY LOOKED AT IT AND SAID IT OVERHEATED AND CRACKED A CYLINDER HEAD. I BELIEVE THEY HAVE BEEN NEGLIGENT TOWARDS THE ACTUAL ISSUE AND THAT ISSUE WAS THE RECALL. THERE WAS A COOLANT LEAK INTO ONE OF THE CYLINDER HEADS THAT FROZE A SPARK PLUG AND CRACKED THE CYLINDER HEAD. I ENDED UP HAVING TO BUY A NEW MOTOR BECAUSE THERE WAS NO FIX FOR THE RECALL.
223	11054969	FORD	ESCAPE	2014	1.6	TOLLAND	CT	1FMCU9JX5EU	12/15/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PART TO DO THE REPAIR WAS UNAVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE DEALER (COLUMBIA FORD IN COLUMBIA, CT, 860-228-2886 CONFIRMED THAT THE PARTS WERE NOT AVAILABLE FOR THE RECALL REMEDY. THE MANUFACTURER WAS MADE AWARE OF THE ISSUE AND WAS NOT ABLE TO CONFIRM WHEN THE PARTS WERE TO BECOME AVAILABLE. THE CONTACT STATED THAT AN UNKNOWN WARNING INDICATOR ILLUMINATED, BUT CLEARED UP WHEN ENGINE COOLANT WAS ADDED. THE FAILURE MILEAGE WAS APPROXIMATELY 29,000. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.
224	11055588	FORD	ESCAPE	2014	N/A	STANDWOOD	WA	N/A	12/19/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. THE CONTACT STATED THAT THE VEHICLE LEAKED COOLANT. THE "EXTREME TEMPERATURE, ENGINE CATCH ON FIRE" WARNING MESSAGE ILLUMINATED AND THE ENGINE SHUT OFF. THE VEHICLE WAS TOWED TO THE DEALER (MARYSVILLE FORD IN MARYSVILLE, WASHINGTON, PHONE NUMBER: 360-386-1245) WHERE IT WAS DIAGNOSED THAT THE COOLANT LINE FROM THE RESERVOIR TO THE INTAKE MANIFOLD CRACKED. THE MANUFACTURER WAS CALLED, BUT THERE WAS NO RESPONSE. THE FAILURE WAS NOT REPAIRED. ADDITIONALLY, THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING); HOWEVER, THE PART TO DO THE REPAIR WAS UNAVAILABLE. THE VIN WAS NOT PROVIDED. THE FAILURE MILEAGE WAS APPROXIMATELY 79,000.
225	11055634	FORD	ESCAPE	2013	1.6	WHARTON	TX	1FMCU0GX3DU	12/20/2017	VEHICLE LEAKING COOLANT ON TO EXHAUST SYSTEM AND TURBOCHARGER MALFUNCTION CAUSING A OVER BOOST.
226	11055780	FORD	FUSION	2013	1.6	WARSAW	NC	3FA6P0HR4DR	12/20/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING 35 MPH, THE VEHICLE BEGAN TO OVERHEAT. THE VEHICLE WAS TOWED TO SHEEHY FORD LINCOLN (901 N3 FREDERICK AVENUE, GAITHERSBURG, MD 20879) WHERE IT WAS DIAGNOSED THAT THE ENGINE HOSE FRACTURED AND NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED, BUT THE FAILURE RECURRED TWICE. THE VIN WAS INCLUDED IN NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE DEALER REFUSED TO REPAIR THE FAILURE DUE TO THE WATER PUMP FAILING. THE CONTACT FILED A COMPLAINT WITH THE MANUFACTURER. THE FAILURE MILEAGE WAS APPROXIMATELY 114,000.
227	11055873	FORD	ESCAPE	2013	1.6	COOPERSBURG	PA	1FMCU9GX4DU	12/21/2017	COOLANT IS LEAKING INTO THE 3RD CYLINDER. THE SERVICE TECHNICIAN AT THE DEALERSHIP BELIEVES IT TO BE A BAD ENGINE. THEY WANT TO INSTALL A NEW ENGINE. THIS CAR IS ONLY 4 YEARS OLD WITH JUST OVER 71,000 MILES ON IT. I'VE CONTACTED FORD FOR ASSISTANCE, THEY WILL GIVE NONE. THIS IS NOT THE FIRST TIME THERE HAS BEEN A COOLANT LEAK. ABOUT A YEAR AGO, I HAD MY PERSONAL MECHANIC CHECK THE CAR BECAUSE OF A COOLANT LEAK, AND FOUND FAULTY HEATER HOSES.
228	11056039	FORD	ESCAPE	2014	1.6	MARIUON	VA	1FMCU9GX7EU	12/22/2017	3 YR/36,000 MILE WARRANTY RAN OUT 2/21/17, RECALL LETTER DATED 4/2017 RECALL NOTICE 17S09 -NHTSA RECALL 17V-209. VEHICLE CAN'T MAINTAIN COOLANT LEVEL, HAD VEHICLE TO DEALERSHIP TWICE, CAN'T GET PROBLEM RESOLVED. CAN'T DRIVE VEHICLE OUT OF TOWN FOR FEAR OF FIRE. CONVENIENTLY WARRANTY HAS RUN OUT AND NOW THIS.

Count	NHTSA ID Number	Make	Model	Year	Engine Liters	City	State	VIN (Partial)	Complaint Date	Complaint Summary
229	11056970	FORD	ESCAPE	2013	1.6	PERRY HALL	MD	1FMCU9GX8DU	12/27/2017	I HAVE A 2013 FORD ESCAPE, VIN IS [XXX], I HAVE APPROXIMATELY 40,000 MILES ON MY CAR. IN EARLY NOVEMBER I HAD AN INCIDENT THAT SAID MY CAR WAS OVERHEATING AND TO "PULL OVER NOW" I THOUGHT THAT WAS STRANGE AS I HAD ONLY STARTED DRIVING A MINUTE BEFORE THE OCCURRENCE. I PULLED OVER AND STOPPED MY CAR, ABOUT 10 MINUTES LATER IT STARTED BACK UP WITHOUT A PROBLEM, I TOOK IT TO A PLACE TO HAVE IT CHECKED OUT BUT THEY NEVER FOUND A PROBLEM. HOWEVER ON NOVEMBER 20TH I HAD THE SAME EXACT ISSUE HAPPEN AFTER ONLY DRIVING FOR ABOUT 30 SECONDS. I CALLED FORD AND THEY SAID THERE WAS NO RECALLS AND NOTHING THEY COULD DO IF THEY DIDN'T SEE THE ISSUE THEMSELVES. I AGAIN TOOK IT TO MY CAR MECHANIC AND THE WIRING HARNESS WAS CHANGED AS PER A RECOMMENDATION FROM A FRIEND HE HAD THAT WORKS FOR FORD. I JUST GOT MY CAR BACK A FEW DAYS AGO AND TODAY I HAD THE SAME EXACT ISSUE. I DID TAKE IT TO A FORD DEALERSHIP TODAY HOWEVER I AM COMPLETELY APPALLED THAT I WILL HAVE TO PAY FOR THIS ISSUE. MY CAR IS NOT EVEN 5 YEARS OLD AND HAS HAD OVER 14 RECALLS.. ALL OF WHICH I HAVE GOTTEN FIXED. THIS IS A VERY DANGEROUS PROBLEM AND I HAVE READ SEVERAL COMPLAINTS FROM OTHER PEOPLE WITH 2013 FORD ESCAPES THAT HAVE HAD THE SAME PROBLEM. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6). *TR
230	11057102	FORD	FUSION	2013	1.6	CHOWCHILLA	CA	3FA6P0HR9DR	12/28/2017	TL* THE CONTACT OWNS A 2013 FORD FUSION. WHILE DRIVING VARIOUS SPEEDS, THE TEMPERATURE GAUGE INCREASED AND THE VEHICLE OVERHEATED. THE VEHICLE WAS TAKEN TO SANTOS FORD (617 W PACHECO BLVD, LOS BANOS, CA 93635), BUT THE PART WAS NOT AVAILABLE FOR THE REPAIR. THE VEHICLE WAS NOT REPAIRED. THE CONTACT RECEIVED NOTIFICATION OF NHTSA CAMPAIGN NUMBER: 17V209000 (ENGINE AND ENGINE COOLING). THE PART NEEDED FOR THE REPAIR WAS NOT AVAILABLE. THE CONTACT STATED THAT THE MANUFACTURER EXCEEDED A REASONABLE AMOUNT OF TIME FOR THE RECALL REPAIR. THE MANUFACTURER WAS CONTACTED AND STATED THAT THE PART WAS NOT AVAILABLE FOR THE REPAIR. THE APPROXIMATE FAILURE MILEAGE WAS 205,000. VIN TOOL CONFIRMS PARTS NOT AVAILABLE.
231	11057073	FORD	ESCAPE	2014	1.6	PARK HILL	MO	1FMCU9GX0EU	12/28/2017	TL* THE CONTACT OWNS A 2014 FORD ESCAPE. ON OCTOBER 18, 2017, THE VEHICLE WAS TAKEN TO A LOCAL DEALER (SAM SCISM FORD, 5019 FLAT RIVER RD, FARMINGTON, MO 63640) WHERE IT WAS DIAGNOSED THAT THE SENSORS FOR THE COOLANT LEVELS NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED. WHILE DRIVING 20 MPH, SMOKE APPEARED THROUGH THE AIR VENTS AND THE VEHICLE CAUGHT FIRE. THERE WERE NO INJURIES. THE AIR BAGS DID NOT DEPLOY. A POLICE REPORT WAS FILED. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC. THE LOCAL DEALER WAS NOT CONTACTED. THE VEHICLE WAS NOT DIAGNOSED OR REPAIRED. THE MANUFACTURER WAS NOT NOTIFIED. THE FAILURE MILEAGE WAS APPROXIMATELY 91,000.
232	11057305	FORD	ESCAPE	2013	1.6	GOODLETTSVILLE	TN	1FMCU0GX9DU	12/29/2017	TL* THE CONTACT OWNS A 2013 FORD ESCAPE. THE CONTACT STATED THAT THE VEHICLE EXPERIENCED A LOSS OF ENGINE POWER AND THE "VEHICLE OVERHEATING" WARNING INDICATOR ILLUMINATED, WHILE DRIVING AT 40 MPH. THE VEHICLE WAS TOWED TO AN INDEPENDENT MECHANIC WHERE IT WAS DIAGNOSED THAT THE COOLANT LEAKED OUT, WHICH RESULTED IN THE FAILURE. THE VEHICLE WAS TAKEN TO TOWN AND COUNTRY FORD NASHVILLE DEALER LOCATED AT 101 ANDERSON LN, MADISON, TN, BUT THE FAILURE COULD NOT BE REPLICATED. THE MANUFACTURER WAS NOTIFIED AND TRANSFERRED THE CONTACT TO NHTSA. THE FAILURE MILEAGE WAS APPROXIMATELY 128,000.