UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

PAUL WEIDMAN; JOYCE BONASERA; THOMAS LEANDRO; ROY NAASZ; JEAN LOUIS THUOTTE SR.; ANDRES SANCHEZ; SETH GINSBERG; JASON BUSH; ERICA GOMEZ; STEVE MITCHELL; RAUL VALENTIN; PERRY BURTON; MARTY COBB; PATRICK HUFF; ANTHONY TAURIAINEN; CARSON ADAMS; THOMAS GROCE; RICHARD EPPERSON; AMANDA GOLLOTT; TERESA PERRY; and ROY WILLIAM WILLBURN, individually and on behalf of all others similarly situated;

Plaintiff,

v.

FORD MOTOR COMPANY;

Defendant.

Case No.: 2:18-cv-12719

Honorable Gershwin A. Drain

Magistrate Elizabeth A. Stafford

JURY TRIAL DEMANDED

FIRST AMENDED CONSOLIDATED CLASS ACTION COMPLAINT

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Plaintiffs Paul Weidman, Raul Valentin, Erica Gomez, Perry Burton, Teresa Perry, Roy Naasz, Joyce Bonasera, Thomas Leandro, Andres Sanchez, Amanda Gollott, Richard Epperson, Thomas Groce, Carson Adams, Anthony Tauriainen, Seth Ginsberg, Jean Louis Thuotte Sr., Patrick Huff, Steve Mitchell, Roy Willburn, Marty Cobb, and Jason Bush (collectively, "Plaintiffs"), individually and on behalf of the other members of the below-defined nationwide and statewide classes they respectively seek to represent (collectively, the "Class"), hereby allege against Ford Motor Company ("Defendant" or "Ford"), upon personal knowledge as to themselves and their own acts, and as to all other matters upon information and belief, based upon investigation, as follows:

I. NATURE OF THE CASE

1. Plaintiffs bring this case, seeking damages and equitable relief, individually and on behalf of the other Class members, each of whom purchased or leased one or more model year 2013-2018 Ford F-150 trucks (the "Class Vehicles").

2. Each of the Class Vehicles contains a defective front brake master cylinder ("Master Cylinder") that places it at risk of suddenly and unexpectedly losing braking ability.

3. A brake master cylinder is an essential part of hydraulic brake systems (the "Brake System") that controls the amount of brake fluid pushed to brake

calipers located on each wheel. When properly functioning, the master cylinder ensures that enough hydraulic pressure from the brake fluid is supplied to the calipers so that they can clamp shut on the wheel rotors in response to the driver's application of the brake pedal, causing the vehicle to slow or stop.

4. The Brake System in the Class Vehicles is defective, upon information and belief, because the master cylinder contains a defective sealing mechanism that is inadequate to prevent brake fluid—which is necessary for operation of the brake—from leaking out of the master cylinder and into the brake booster, even during normal and expected use and conditions (the "Brake System Defect").

5. When this happens, the Brake System cannot generate enough hydraulic pressure to effectively apply the brakes. The results of this failure can include the brake pedal depressing to the floor of the vehicle, the brake warning light activating due to the low level of fluid, and the driver experiencing a total or reduced loss of ability to brake the vehicle.

6. The Brake System Defect is present in the Class Vehicles from the time they are first produced and is thus covered by Ford's 36,000 mile "Bumper to Bumper" warranty.

7. Owners and lessees of Class Vehicles, including Plaintiffs Paul Weidman, Teresa Perry, Joyce Bonasera, Thomas Leandro, Andres Sanchez,

Amanda Gollott, Richard Epperson, Thomas Groce, Carson Adams, Anthony Tauriainen, Seth Ginsberg, Jean Louis Thuotte Sr., Patrick Huff, Steve Mitchell, Roy Willburn, Marty Cobb, and Jason Bush have experienced sudden loss of braking force in life-threatening situations, such as while driving on highways or in congested traffic, and have recounted rolling through stop signs and red lights, as well as suffering vehicle runaway on inclines and open roads due to brake failure caused by the Brake System Defect.

8. On information and belief, prior to sale or lease of the Vehicles at issue, Ford knew of the Brake System Defect through sources such as pre-release evaluation and testing; repair data; replacement part sales data; early consumer complaints made directly to Ford, collected by the National Highway Traffic Safety Administration's ("NHTSA") Office of Defect Investigation ("ODI"), and/or posted on public online vehicle owner forums; testing done in response to those complaints; aggregate data from Ford dealers; and other internal sources. Yet despite this knowledge, Ford failed to disclose and in fact actively concealed the Brake System Defect from Class members and the public, and continued to market and advertise the Class Vehicles.

9. Scores of complaints documenting the effects of the Brake System Defect have been submitted to NHTSA, as well as other websites and Ford owner

forums. On information and belief, these complaints represent only a small fraction of the number of actual incidents experienced by consumers.

10. Beginning with model year 2013 F-150s, there was a dramatic spike in online complaints and warranty claims for loss of braking power due to the Brake System Defect. Despite this, Ford has continued installing the same Master Cylinder in its F-150s through the present day.

11. The rash of complaints concerning the loss of braking power, including in potentially deadly circumstances, has continued unabated in the Class Vehicles. Purchasers who complain to Ford about the effects of the Brake System Defect are frequently told by Ford service professionals that failure events are commonplace among the Class Vehicles.

12. In February 2016, NHTSA ODI opened a preliminary evaluation into reports of brake fluid leaking from the Master Cylinder in 2013-2014 Ford F-150s with 3.5L Engines. In response, in May 2016, Ford Motor Company issued safety recall 16S24 (the "Safety Recall") to address loss of the front brake circuit function in a subset of model year 2013 and 2014 Ford F-150—specifically, those F-150s with 3.5L Ecoboost engines that were built between August 1, 2013 and August 31, 2014.

13. In the Safety Recall, Ford *admitted* the existence of the Brake System Defect. Ford cited risk of a "compromised" primary cup seal and the corresponding

loss of brake fluid "into the brake booster." The recall also notified dealers that "the driver may experience a change in brake pedal travel and feel, and reduced brake function in the front wheels. . . ." Ford warned, "[r]educed brake function in the front wheels can extend stopping distance, increasing the risk of a crash."

14. Ford announced the Brake Master Cylinder Recall through its website on May 25, 2016. In the release, Ford stated, "[t]he brake fluid leak affects brakes to the front wheels only and does not affect rear wheel braking."[1] Separately, Ford notified its dealers on September 29, 2016 that the Brake Master Cylinder Recall defect affected only the front brakes and that rear brake function was undisturbed.[2] Both statements are false. Specifically, complaints of total brake loss in Class Vehicles far exceed complaints of partial brake loss. Class Representatives consistently reported total loss of braking function rather than Ford's claim of partial loss.

15. The Safety Recall was grossly inadequate. Not only did the recall not even address all affected model year 2013-2014 F-150s, it did not address any model year 2015-18 vehicles, even though all model year 2013-2018 F-150s

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[1] See Ex. C, *Ford Motor Company Issues One Safety Recall and One Safety Compliance Recall in North America* (May 25, 2019) https://media.ford.com/content/fordmedia/fna/us/en/news/2016/05/25/ford-motor-company-issues-one-safety-recall-and-one-safety-compl.html (last visited August 13, 2019).

[2] See Ex. D, *Safety Recall 16S24 Letter to Authorized Dealerships* (September 29, 2016), https://static.nhtsa.gov/odi/rcl/2016/RCMN-16V345-1450.pdf (last visited August 13, 2019).

vehicles share the same Master Cylinder as the recalled vehicles, and all model year 2013-2018 F-150s have the Brake System Defect. Further, the recall provides an ineffective remedy even for the vehicles that it does address. It merely calls for the replacement of the Master Cylinder with a new Master Cylinder of the same design. In other words, the recall simply calls for the replacement of one defective part with another.

16. Consumers who experience brake failure outside of the warranty period and in vehicles not subject to the Safety Recall are forced to pay out-of-pocket to have the defective parts replaced. Replacing the defective parts can cost thousands of dollars.

17. The Brake System Defect inhibits Plaintiffs' and Class members' expected, comfortable, and safe use of their Vehicles, and exposes them to the risk of serious injury resulting from sudden brake failure. The Defect also requires Class members to pay for equally defective replacement parts that are themselves substantially likely to fail.

18. Upon information and belief, Ford has known about the Brake System Defect since no later than 2011.

19. The smattering of internal documents that Ford produced to NHTSA further reveal Ford's knowledge of the Brake System Defect. For example, in June 2015, Jessica Ruiz, an engineer at Ford's Dearborn Truck Plant, sent an email

entitled: "Hitachi Master Cylinders – F150 ECBs and Concerns," marked "High" importance. She stated: "Master Cylinder leaks are getting a lot of attention at Ford."

20. Despite its awareness of the Brake System Defect, Ford sold millions of Class Vehicles. Ford did so despite knowing that the dangerously unreliable Master Cylinders fail suddenly and unexpectedly, posing a safety hazard to Plaintiffs, the other Class members, and others sharing the road with Class Vehicles.

21. As a result of Ford's unfair, deceptive, and fraudulent business practices, Plaintiffs and the other Class members were damaged in that they purchased Class Vehicles that they would not have purchased, or at least paid more for their Class Vehicles than they would have paid, had they known about the Brake System Defect. Furthermore, Plaintiff and Class members have incurred, and will continue to incur, out-of-pocket unreimbursed costs and expenses relating to the Brake System Defect.

II. JURISDICTION AND VENUE

22. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332(a) and (d) because Plaintiffs are citizens of a different state than Defendant, there are more than 100 Class members nationwide, and the amount in controversy for the Class exceeds $5,000,000 exclusive of costs and interest.

23. This Court also has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because Plaintiffs assert claims under the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301, *et seq.*

24. This Court has personal jurisdiction over Ford because Ford has its principal place of business in the State of Michigan and in this district. Moreover, Ford is authorized to do business in this District and conducts substantial business in this District.

25. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Ford resides in this district. Additionally, Ford has marketed, advertised, sold, and leased Class Vehicles within this district.

26. Plaintiff Roy Naasz's venue declaration pursuant to Cal. Civ. Code § 1780(d) is attached hereto as Exhibit A.

III. PARTIES

A. Plaintiffs

1. Alabama

27. Plaintiff Paul Weidman is a citizen of Alabama and a resident of Pelham, Alabama. Mr. Weidman owns a 2017 Ford F-150, which he purchased new from Stivers Ford in Montgomery, Alabama in 2017.

28. Before purchasing his F-150, Mr. Weidman reviewed Ford's promotional materials regarding the vehicle and interacted with at least one sales representative at an authorized Ford dealership. Also prior to purchase,

Mr. Weidman discussed the vehicle's features with sales representatives at Stivers Ford and two other Alabama authorized Ford dealerships, Long Lewis Ford and Ernest McCarty Ford.

29. Ford failed to disclose the Brake System Defect to Mr. Weidman before he purchased his F-150, despite Ford's knowledge of the defect, and Mr. Weidman, therefore, purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Weidman known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

30. Within five months of purchasing his vehicle, the brakes on Mr. Weidman's F-150 suddenly failed. After pulling off the road to assess his vehicle's condition, Mr. Weidman cautiously proceeded to Ernest McCarty Ford for diagnosis and repair, using only the rear brakes to stop. Technicians at Ernest McCarty diagnosed a failed master cylinder. He had less than 6,000 miles on his vehicle at the time of Master Cylinder failure.

2. <u>California</u>

31. Plaintiff Joyce Bonasera is a citizen of California and a resident of San Ramon, California. Ms. Bonasera owns a 2014 Ford F-150, which she purchased new from The Ford Store Morgan Hill in Morgan Hill, California.

32. Before purchasing her F-150, Ms. Bonasera reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

33. Ford failed to disclose the Brake System Defect to Ms. Bonasera before she purchased her F-150, despite Ford's knowledge of the defect. Consequently, Ms. Bonasera purchased her F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Ms. Bonasera known about the Brake System Defect, she would not have purchased her F-150, or certainly would not have paid as much for it as she did.

34. On July 12, 2019, Ms. Bonasera's brakes, without warning, suddenly failed shortly after startup. Ms. Bonasera depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor.

35. Ms. Bonasera's F-150 exhibited total failure of both front and rear brakes, putting her and others in harm's way. Technicians at an independent repair shop diagnosed master cylinder failure and brake booster fluid fouling. The shop replaced both the master cylinder and brake booster for approximately $800.00.

36. Ms. Bonasera's F-150 had approximately 48,000 miles on it at the time of the Master Cylinder failure

37. Plaintiff Thomas Leandro is a citizen of California and a resident of Apple Valley, California. Mr. Leandro owns a 2016 Ford F-150 EcoBoost, which he purchased new from Sunland Ford in Victorville, California in 2016.

38. Before purchasing his F-150, Mr. Leandro reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

39. Ford failed to disclose the Brake System Defect to Mr. Leandro before he purchased his F-150, despite Ford's knowledge of the defect. As a consequence, Mr. Leandro purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Leandro known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

40. On July 7, 2019, Mr. Leandro's brakes, without warning, suddenly failed while pulling a trailer with his wife and children. Mr. Leandro depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. To avoid crashing, Mr. Leandro applied his trailer's brakes to bring the vehicle to a stop. Mr. Leandro's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way.

41. Technicians at an independent repair shop in California diagnosed master cylinder failure and brake booster fluid fouling. The shop replaced the master cylinder and brake booster for approximately $1,000.00

42. Mr. Leandro's F-150 had approximately 41,000 miles on it at the time of the Master Cylinder failure.

43. Plaintiff Roy Naasz is a citizen of California and resident of West Covina, California. Mr. Naasz owns a 2015 Ford F-150, which he purchased from the Chino Hills Ford dealership in Chino, California, after leasing it as a new vehicle for a two-year period beginning in approximately June 2015.

44. Before purchasing his F-150, Mr. Naasz reviewed Ford's promotional materials regarding the vehicle and interacted with at least one sales representative at an authorized Ford dealership.

45. Ford failed to disclose the Brake System Defect to Mr. Naasz before he purchased his F-150, despite Ford's knowledge of the defect, and Mr. Naasz, therefore, purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Naasz known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

46. In or around September 2018, Mr. Naasz's Vehicle's Brake System failed. At the time, the Vehicle had approximately 56,860 miles on it. While

Mr. Naasz was driving the Vehicle, he attempted to apply the brakes to slow for a freeway off-ramp, but the brake pedal went down to the floor, the brake light came on, and the vehicle had no braking power. Luckily, Mr. Naasz was able to avoid an accident by using the emergency brake to stop the truck.

47. Mr. Naasz took his Vehicle to Ford of West Covina after he experienced the Brake System failure. The dealership determined there were no leaks on the brake lines or brake calipers and discovered that the brake booster was filled with brake fluid. Accordingly, the dealership removed and replaced the brake master cylinder and the brake booster.

48. Because according to the Ford dealership, his truck was "out of warranty," Mr. Naasz had to pay out-of-pocket for the repairs. After a good-customer discount from his dealership, Mr. Naasz paid $1,025.58 out-of-pocket for the repairs.

49. On information and belief, the replacement brake master cylinder suffers from the same Brake System Defect and will continue to expose Mr. Naasz to a future risk of brake failure.

50. Plaintiff Jean Louis Thuotte Sr. is a citizen of California and a resident of Galt, California. Mr. Thuotte owned a 2016 Ford F-150 which he purchased new from Elk Grove Ford in Elk Grove, California in February 2016.

51. Before purchasing his F-150, Mr. Thuotte reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

52. Ford failed to disclose the Brake System Defect to Mr. Thuotte before he purchased his F-150. Consequently, Mr. Thuotte purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Thuotte known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

53. On November 15, 2016, Mr. Thuotte's brakes, without warning, suddenly failed. Mr. Thuotte depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Mr. Thuotte's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at Elk Grove Ford diagnosed Brake System failure and replaced the master cylinder and brake booster.

54. Mr. Thuotte's F-150 had approximately 9,883 miles on it at the time of the Master Cylinder failure.

55. When Mr. Thuotte continued to experience problems with the brakes in his 2016 Ford F-150 following the master cylinder replacement, he twice returned to Elk Grove Ford for repairs (at 14,158 miles on May 2, 2017 and at 29,911 miles on August 3, 2018).

56. Ultimately unhappy with the 2016 Ford F-150, Mr. Thuotte traded-in the 2016 Ford F-150 towards the lease of a 2018 Ford F-150 on September 21, 2018.

57. Mr. Thuotte was not aware, and Ford failed to disclose, that the 2018 Ford F-150 had the same Brake System Defect as the 2016 Ford F-150. Consequently, Mr. Thuotte leased his 2018 F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Thuotte known about the Brake System Defect, he would not have leased his 2018 F-150, or certainly would not have paid as much for it as he did.

3. <u>Colorado</u>

58. Plaintiff Andres Sanchez is a citizen of Colorado and a resident of Commerce City, Colorado. Mr. Sanchez owns a 2015 Ford F-150 which he purchased used from Interstate Ford in Dacono, Colorado in 2018. At purchase, the F-150 had approximately 48,000 miles on it.

59. Before purchasing his F-150, Mr. Sanchez reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

60. Ford failed to disclose the Brake System Defect to Mr. Sanchez before he purchased his F-150. Consequently, Mr. Sanchez purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had

Mr. Sanchez known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

61. On June 22, 2019, just as his wife returned home, Mr. Sanchez's brakes, without warning, suddenly failed. Mr. Sanchez depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Mr. Sanchez's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at Sill-Terhar Ford diagnosed master cylinder failure and brake booster fluid fouling. The dealership replaced the master cylinder and brake booster for approximately $977.00.

62. 61. Mr. Sanchez's F-150 had approximately 59,000 on it at the time of the Master Cylinder failure.

4. <u>Connecticut</u>

63. Plaintiff Seth Ginsberg is a citizen of Massachusetts and a resident of Alford, Massachusetts. Mr. Ginsberg owns a 2015 F-150 which he purchased new from Lombard Ford in Winsted, Connecticut in 2015.

64. Before purchasing his F-150, Mr. Ginsberg reviewed Ford's website and information regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

65. Ford failed to disclose the Brake System Defect to Mr. Ginsberg before he purchased his F-150, despite Ford's knowledge of the defect.

Consequently, Mr. Ginsberg purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Ginsberg known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid so much for it as he did.

66. On April 21, 2017, Mr. Ginsberg's brakes, without warning, failed while he was on his way home from the airport. Mr. Ginsberg depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Mr. Ginsberg's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at Apex Automotive in Great Barrington, Massachusetts diagnosed Brake System failure and replaced the master cylinder and brake booster for approximately $1,000.00.

67. Mr. Ginsberg's F-150 had approximately 39,622 miles on it at the time of the Master Cylinder Failure.

5. <u>Florida</u>

68. Plaintiff Jason Bush is a citizen of Florida and a resident of Lutz, Florida. Mr. Bush owns a 2014 Ford F-150 which he purchased used from Auto Nation Ford in Brooksville, Florida in 2015. At purchase, Mr. Bush's F-150 had approximately 24,000 miles on it.

69. Before purchasing his F-150, Mr. Bush reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

70. Ford failed to disclose the Brake System Defect to Mr. Bush before he purchased his F-150, despite Ford's knowledge of the defect. Consequently, Mr. Bush purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Bush known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

71. On August 10, 2019, Mr. Bush was driving his F-150 when the brakes, without warning, suddenly failed. Mr. Bush depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Fortunately, Mr. Bush was able to safely stop the vehicle before a collision. Technicians at John Erb's Service Center in Tampa, Florida diagnosed Brake System failure and replaced the master cylinder.

72. Mr. Bush's F-150 had approximately 46,000 miles on it at the time of the Master Cylinder failure.

73. Plaintiff Steve Mitchell is a citizen of Florida and a resident of Cocoa, Florida. Mr. Mitchell owns a 2016 Ford F-150 EcoBoost, which he purchased new from Ron North Ford, in Titusville, Florida in 2017.

74. Before purchasing his F-150, Mr. Mitchell reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealer.

75. Ford failed to disclose the Brake System Defect to Mr. Mitchell before he purchased his F-150, despite Ford's knowledge of the defect. Consequently, Mr. Mitchell purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Mitchell known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for as he did.

76. On June 24, 2019, Mr. Mitchell's brakes, without warning, suddenly failed while approaching a stop sign. Mr. Mitchell depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Technicians at Paradise Ford in Cocoa, Florida diagnosed master cylinder failure and brake booster fluid fouling. The dealership replaced the master cylinder, brake booster and vacuum hose for approximately $1,300.00.

77. Mr. Mitchell's F-150 had approximately 70,000 miles on it at the time of the Master Cylinder failure

78. Plaintiff Raul Valentin is a citizen of Florida and a resident of Davenport, Florida. Mr. Valentin owns a 2017 Ford F-150, which he purchased new from Sun State Ford in Orlando, Florida in 2017.

79. Before purchasing his F-150, Mr. Valentin reviewed Ford's promotional materials regarding the vehicle and interacted with at least one sales representative at an authorized Ford dealership.

80. Ford failed to disclose the Brake System Defect to Mr. Valentin before he purchased his F-150, despite Ford's knowledge of the defect, and Mr. Valentin, therefore, purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Valentin known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

81. Plaintiff Erica Gomez is a citizen of Florida and a resident of Belle Glade, Florida. Ms. Gomez owns a 2016 Ford F-150, which she purchased new from Al Packer Ford Lincoln in West Palm Beach, Florida in 2016.

82. Before purchasing her F-150, Ms. Gomez reviewed Ford's promotional materials regarding the vehicle and interacted with at least one sales representative at an authorized Ford dealership.

83. Ford failed to disclose the Brake System Defect to Ms. Gomez before she purchased her F-150, despite Ford's knowledge of the defect, and Ms. Gomez, therefore, purchased her F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Ms. Gomez known about the Brake System Defect,

she would not have purchased her F-150, or certainly would not have paid as much for it as she did.

6. Georgia

84. Plaintiff Perry Burton is a citizen of Georgia and resident of St. Mary's, Georgia. Mr. Burton owns a 2016 Ford F-150, which he purchased new from Murray Ford in Kingsland, Georgia in 2016.

85. Before purchasing his F-150, Mr. Burton reviewed Ford's promotional materials regarding the vehicle and interacted with at least one sales representative at an authorized Ford dealership.

86. Ford failed to disclose the Brake System Defect to Mr. Burton before he purchased his F-150, despite Ford's knowledge of the defect, and Mr. Burton, therefore, purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Burton known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

87. Plaintiff Marty Cobb is a citizen of Georgia and a resident of Villa Rica, Georgia. Mr. Cobb owns a 2014 Ford F-150, which he purchased new from Hardy Family Ford in Dallas, Georgia.

88. Before purchasing his F-150, Mr. Cobb reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

89. Ford failed to disclose the Brake System Defect to Mr. Cobb before he purchased his F-150, despite Ford's knowledge of the defect. Consequently, Mr. Cobb purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Cobb known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

90. On July 23, 2019, Mr. Cobb's brakes, without warning, suddenly failed while driving on the highway. Mr. Cobb depressed the brake pedal, which instead of activating the hydraulic brake system, travelled directly to the floor. To avoid a collision Mr. Cobb downshifted his truck and used his emergency brake to stop his vehicle. Mr. Cobb's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at Don Rich Ford in Villa Rica, Georgia diagnosed master cylinder failure.

91. Mr. Cobb's F-150 had approximately 85,000 miles on it at the time of the Master Cylinder failure.

92. Plaintiff Patrick Huff is a citizen of Georgia and a resident of a Hamilton, Georgia. Mr. Huff owns a 2016 Ford F-150 which he purchased new from Mike Patton Ford in LaGrange, Georgia in 2017.

93. Before purchasing his F-150, Mr. Huff reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

94. Ford failed to disclose the Brake System Defect to Mr. Huff before he purchased his F-150, despite Ford's knowledge of the defect. Consequently, Mr. Huff purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Cobb known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

95. On August 2, 2019, Mr. Huff's brakes, without warning, suddenly failed while on his way home from Florida. Mr. Huff depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Mr. Huff was able to safely top his vehicle by using his emergency brake. Mr. Huff's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Mr. Huff had his F-150 towed to Bondy Ford in Dothan, Alabama for $640, where technicians diagnosed Brake System failure and replaced the master cylinder and brake booster for approximately $850.00.

96. Mr. Huff's F-150 had approximately 68,000 miles on it at the time of the Master Cylinder failure.

7. <u>Michigan</u>

97. Plaintiff Anthony Tauriainen is a citizen of Michigan and a resident of Gaylord, Michigan. Mr. Tauriainen owns a 2015 Ford F-150 EcoBoost, which he purchased new from Dean Arbor Ford in Alpena, Michigan in 2015.

98. Before purchasing his F-150, Mr. Tauriainen reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

99. Ford failed disclose the Brake System Defect to Mr. Tauriainen before he purchased his F-150, despite Ford's knowledge of the defect. Consequently, Mr. Tauriainen purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Tauriainen known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid so much for it as he did.

100. While visiting family in Alaska in July 2019, Mr. Tauriainen's brakes, without warning, suddenly failed. Mr. Tauriainen depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Mr. Tauriainen's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at Murphy's Auto Care Center in

Wasilla, Alaska diagnosed Brake System failure and replaced the master cylinder and brake booster for approximately $960.80.

101. Mr. Tauriainen's F-150 had approximately 50,669 on it at the time of the Master Cylinder failure.

8. New York

102. Plaintiff Carson Adams is a citizen of New York and a resident of Clifton Park, New York. Mr. Adams owns a 2016 F-150 which he purchased used from Deplaula Ford in Albany, New York in 2018. At purchase, the F-150 had approximately 48,635 miles on it.

103. Before purchasing his F-150, Mr. Adams reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

104. Ford failed disclose the Brake System Defect to Mr. Adams before he purchased his F-150, despite Ford's knowledge of the defect. Consequently, Mr. Adams purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Adams known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid so much for it as he did.

105. On July 30, 2019, Mr. Adam's brakes, without warning, suddenly failed as he yielded to oncoming traffic. Mr. Adams depressed the brake pedal,

which instead of activating the hydraulic brake system, traveled directly to the floor. Fortunately, the oncoming traffic was able to stop before a collision. Mr. Adams's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at Deplaula Ford in Albany, New York diagnosed Brake System failure and replaced the master cylinder and brake booster for approximately $1,100.00.

106. Mr. Adam's F-150 had approximately 74,403 miles on it at the time of the Master Cylinder failure.

9. <u>South Carolina</u>

107. Plaintiff Thomas Groce is a citizen of South Carolina and a resident of Anderson, South Carolina. Mr. Groce owns a 2016 Ford F-150, which he purchased new from Lake Keowee Ford in Seneca, South Carolina in 2016.

108. Before purchasing his F-150, Mr. Groce reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

109. Ford failed to disclose the Brake System Defect to Mr. Groce before he purchased his F-150, despite Ford's knowledge of the defect. Consequently, Mr. Groce purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Groce known about the Brake System Defect, he

would not have purchased his F-150, or certainly would not have paid as much for it as he did.

110. On July 22, 2019, Mr. Groce's brake, without warning, suddenly failed while backing out of his driveway. Mr. Groce depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. As a consequence, Mr. Groce collided with his boat and trailer. Mr. Groce's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at Anderson Ford in Anderson, SC, diagnosed master cylinder failure and brake booster oil fouling. The dealership replaced the master cylinder and brake booster for approximately $945.

111. Mr. Groce's F-150 had about 65,000 miles on it at the time of the Master Cylinder failure.

10. <u>Texas</u>

112. Plaintiff Richard Epperson is a citizen of Texas and a resident of League City, Texas. Mr. Epperson owns a 2016 F-150, which he purchased used from D & M Leasing in Houston, Texas. At purchase, his F-150 had approximately 3,900 miles on it.

113. Before purchasing his F-150, Mr. Epperson reviewed Ford's written materials regarding the vehicle's safety features.

114. Despite Ford's knowledge of the Brake System Defect, it failed to disclose this information to Mr. Epperson. Consequently, Mr. Epperson purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Epperson known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid as much for it as he did.

115. On June 10, 2019, Mr. Epperson's brakes, without warning, suddenly failed while driving. Mr. Epperson depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Mr. Epperson's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at an independent repair shop diagnosed master cylinder failure and repaired the vehicle for approximately $1,023.00.

116. Mr. Epperson's F-150 had approximately 46,000 miles on it at the time of the Master Cylinder failure.

117. Plaintiff Amanda Gollott is a citizen of Texas and a resident of Houston, Texas. Ms. Gollott purchased two different F-150s affected by the Brake System Defect. First, Ms. Gollott owned a 2015 Ford F-150, which she purchased new on December 12, 2015, from Tomball Ford in Tomball, Texas. Second, Ms. Gollott owns a 2018 Ford F-150, which she purchased new on September 8, 2018 from Planet Ford in Humble, Texas.

118. Before purchasing both the 2015 and 2018 F-150s, Ms. Gollott reviewed Ford's written materials regarding the vehicles' safety features and interacted with at least one sales representative at an authorized Ford dealership.

119. For both the 2015 and 2018 F-150s, Ford failed to disclose the Brake System Defect to Ms. Gollott before she purchased either F-150, despite Ford's knowledge of the defect. Consequently, Ms. Gollott purchased both F-150s with the incorrect understanding that it would be a safe and reliable vehicle. Had Ms. Gollott known about the Brake System Defect, she would not have purchased either F-150, or certainly would not have paid as much for either as she did.

120. On June 11, 2018, Ms. Gollott's 2015 F-150's brakes, without warning, suddenly failed while driving to work. Ms. Gollott pulled the truck over and checked the brake fluid, which was empty. Ms. Gollott reentered the vehicle, depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Ms. Gollott's F-150 exhibited total failure of both front and rear brakes, putting her and others in harm's way. Technicians at an independent repair shop diagnosed master cylinder failure and brake booster fluid fouling. The independent repair shop replaced the 2015 F-150's master cylinder and brake booster for approximately $880.00.

121. Ms. Gollott's 2015 F-150 had about 48,000 miles on it at the time of the Master Cylinder failure.

122. Following her incident, Ms. Gollott sold her 2015 F-150 and purchased her 2018 F-150. She purchased the 2018 F-150 under the faulty assumption the Brake System Defect was not present with that model. However, to her surprise, the 2018 F-150 contains the same Brake System Defect as her 2015 F-150. Though no Brake System Defect failure has occurred to date, Ms. Gollott drives her 2018 F-150 with the daily fear of a failure.

123. Plaintiff Teresa Perry is a citizen of Texas and resident of Palacios, Texas. Ms. Perry owns a 2017 Ford F-150, which she purchased new from Port LaVaca Ford in Port LaVaca, Texas in 2017.

124. Before purchasing her F-150, Ms. Perry reviewed Ford's promotional materials regarding the vehicle and interacted with at least one sales representative at an authorized Ford dealership.

125. Ford failed to disclose the Brake System Defect to Ms. Perry before she purchased her F-150, despite Ford's knowledge of the defect, and Ms. Perry, therefore, purchased her F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Ms. Perry known about the Brake System Defect, she would not have purchased her F-150, or certainly would not have paid as much for it as she did.

126. On October 1, 2017, Ms. Perry was on the highway, driving from Texas to Idaho for work, pulling a trailer and travelling alone. The brakes on her F-

150 suddenly failed. She pumped her brakes and the vehicle did not stop. After a moment of intense fear, she was able to use the trailer brake controller to stop her vehicle. A dealership, Roswell Ford, informed her that her master cylinder had failed. She was stranded in Roswell, New Mexico for two days, stuck in her trailer, with little funds and fear for her safety. She had less than 20,000 miles on her vehicle at the time of Master Cylinder failure.

11. West Virginia

127. Plaintiff Roy William Willburn is a citizen of West Virginia and a resident of Tornado, West Virginia. Mr. Willburn purchased his F-150 new from Moses Ford in St. Albans, West Virginia in 2016.

128. Before purchasing his F-150, Mr. Willburn reviewed Ford's written materials regarding the vehicle's safety features and interacted with at least one sales representative at an authorized Ford dealership.

129. Ford failed to disclose the Brake System Defect to Mr. Willburn before he purchased his F-150, despite Ford's knowledge of the defect. Consequently, Mr. Willburn purchased his F-150 with the incorrect understanding that it would be a safe and reliable vehicle. Had Mr. Willburn known about the Brake System Defect, he would not have purchased his F-150, or certainly would not have paid so much for it as he did.

130. On the week of July 15, 2019, Mr. Willburn's wife was driving his F-150 when the brakes, without warning, suddenly failed. She depressed the brake pedal, which instead of activating the hydraulic brake system, traveled directly to the floor. Mr. Willburn's F-150 exhibited total failure of both front and rear brakes, putting him and others in harm's way. Technicians at Moses Ford in St. Albans, West Virginia diagnosed Brake System failure and replaced the master cylinder and brake booster for approximately $1,900.00.

131. Mr. Willburn's F-150 had approximately 73,000 miles on it at the time of the Master Cylinder failure.

B. Defendant

132. Defendant Ford Motor Company is a Delaware corporation with its principal place of business at One American Road in Dearborn, Michigan. Ford is a citizen of the States of Delaware and Michigan.

133. At all times relevant herein, Defendant Ford engaged in the business of designing, manufacturing, marketing, warranting, distributing, selling, and leasing automobiles, including the Class Vehicles, throughout the United States.

IV. FACTUAL ALLEGATIONS

134. Plaintiffs are informed and believe that, because of the Brake System Defect, the Brake Systems in the Class Vehicles are predisposed to leak brake fluid from the Master Cylinder to the brake booster, resulting in a loss of hydraulic

pressure and sudden brake failure under normal-use conditions that would not cause non-defective Brake Systems to fail, compromising the comfort, safety, and enjoyment of Vehicle occupants, including Class members, and requiring them to pay out-of-pocket to replace broken Brake System parts with equally defective replacement parts, leaving their Brake Systems substantially likely to incur repeated failures.

135. Upon information and belief, model year 2013-2018 F-150s all have internally identical Master Cylinders. Thus, the Brake System Defect is a uniform defect that exists throughout the Class Vehicles. This is also evident from the uniformity of the complaints, and diagnoses, which show brake failure and Master Cylinder leakage including at extraordinarily low mileages.

A. <u>The Brake System Defect</u>

136. A master cylinder is the part in vehicle braking systems that controls the amount of brake fluid sent to the brake calipers in response to the driver's compression or release of the brake pedal.

137. As the driver depresses the brake pedal, pistons within the master cylinder slide forward within their bore. As the pistons slide, they force brake fluid toward the calipers, causing an increase in hydraulic pressure.

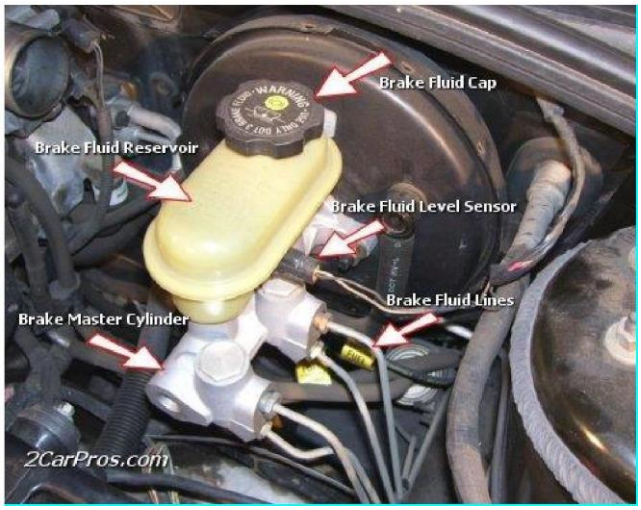
138. The hydraulic pressure activates larger pistons connected to the brake calipers, causing them to clamp down on the wheel rotors, stopping wheel rotation.

Upon release of the brake pedal, brake fluid pressure decreases as the fluid travels back toward the master cylinder and its reservoir via the brake lines.

139. A master cylinder comprises a metal housing divided into two chambers, which each house a single piston that controls the flow of brake fluid through the brake lines, to and from the brake calipers. A plastic reservoir sits atop the housing and stores brake fluid required to drive the hydraulic braking system.

140. All Class Vehicles use Master Cylinders of the same design from an engineering standpoint.

141. The image below depicts a typical Master Cylinder and its associated elements:



142. Master cylinders must handle brake fluid pressures of up to 1,500 pounds per square inch (PSI). A loss of brake fluid will result in a loss of hydraulic pressure, and thus a loss in braking force.

143. The pistons within a master cylinder are fitted with piston cup seals, which are responsible for keeping the brake fluid within the master cylinder's bore and preventing the fluid from escaping upstream toward the brake booster (a mechanism connected to the master cylinder that provides a pneumatic boost to the braking force applied by the driver) and the pedal linkage. Properly fitted piston cup seals are required to maintain hydraulic pressure within each (front and rear) brake circuit.

144. On information and belief, the Master Cylinder Ford uses in the Class Vehicles is not adequately designed as to prevent brake fluid from escaping. As a result, brake fluid is able to escape from the Master Cylinder and leak into other components, including the brake booster.

145. When this happens, the Brake System cannot generate enough hydraulic pressure effectively to apply the front and rear brakes. The results of this failure can include the brake pedal depressing to the floor of the vehicle, brake warning light activation due to low level of fluid, and the driver experiencing a total or reduced loss of ability to brake the vehicle.

146. Ford knew or should have known that having a defectively designed Brake System, including an insufficiently sealed Master Cylinder, could lead to leaking of brake fluid and subsequent Brake System failure under normal use and conditions.

147. The Master Cylinder Failure frequently occurs at low mileages, within the warranty period.

148. Plaintiffs and putative Class members purchased or leased their Class Vehicles for the purpose of providing transportation, i.e., to safely operate those vehicles on roadways.

149. Brakes, along with a safe and effective braking system, are fundamental and essential core component of any vehicle. A vehicle without a functioning braking system cannot be safely operated on the road.

150. A vehicle that lacks an effective braking system puts its driver and passengers at an ever-present risk of suffering serious bodily injury, including death, and/or causing others to suffer serious bodily injury, including death. Brake failure can also result in property damage, including to other nearby vehicles.

151. Thus, a vehicle without a safe, reliable, and effective braking system is unfit for the purpose of providing transportation.

152. The presence of the Brake System Defect means that the brake system in the Class Vehicles is unsafe, unreliable, and ineffective because at any time it could fail and cause an unexpected loss in braking ability.

153. Because Ford manufactured the Class Vehicles without a safe, reliable, and effective braking system, the Brake System Defect renders the Class Vehicles unfit for their ordinary purpose of providing transportation.

154. As a result of the Brake System Defect, owners or lessors of Class Vehicles must either cease driving their trucks (the purpose for which they purchased them), or else risk a complete failure of their vehicle's braking system—and potentially causing or incurring serious bodily injury or property damage—every time they get behind the wheel.

155. Not only does the Brake System Defect render the Class Vehicles unmerchantable and unfit for the purpose of providing transportation because they violate consumer expectations and expose them to these harms—the Class Vehicles are also unfit and unmerchantable because an operational braking system is required by law. *See, e.g.*, 49 C.F.R. § 571.135.

156. The Brake System Defect substantially impairs the use, value, and safety of the Class Vehicles and renders the Class Vehicles substantially less drivable, less safe, and less useful.

157. All Class Vehicles are unmerchantable, unfit for the purpose of providing transportation, and are substantially less drivable, less safe, and less useful as a result of the Brake System Defect—even if the Brake System Defect does not manifest itself in a particular vehicle.

158. Moreover, Ford's replacement of faulty Brake System parts with equally defective replacement parts leaves the Brake System substantially likely to experience repeated failure and thus does not remedy the Brake System Defect.

159. When Ford refuses to cover the cost to repair the Brake System, consumers are forced to pay thousands of dollars out of pocket, yet the repair is done with the same defective Ford parts, thus consumers still are subjected to future risk of failure.

B. The Brake System Defect Causes Front and Rear Braking Loss Creating A Serious Safety Risk to Vehicle Drivers and Occupants.

160. The Brake System Defect poses a safety risk to Vehicle occupants because a Vehicle with an improperly- or non-functioning Brake System subjects occupants to the risk that the Brake System will not stop or slow the Vehicle when the driver depresses the brake pedal. An improperly functioning, inoperative, or defective Brake System poses a serious risk of injury or death to the occupants of the Vehicle or others.

161. The Brake System Defect causes total or significant loss in brake function. This loss can occur suddenly and without warning due to rapid loss of brake fluid in the event of a master cylinder failure. Due to the universal nature of the Brake System Defect, any Vehicle is at risk of losing braking power with no notice. In short, the Brake System Defect creates a serious risk to the safety of Class Vehicle occupants and others on the road.

162. Drivers of Class Vehicles report losing all braking ability in the Class Vehicles with no warning. The following represent a few examples:

> Brake fluid level sensor came on while driving on interstate at highway speeds. No brakes after that point. . . . This is not a slow leak, this is a full on seal failure with draining of the reservoir inside 6 minutes with the truck parked. When that light comes on, you are done with brakes. I just wanted you to know this is a sudden and total loss of fluid and not just a "leak". ***And there are no rear brakes, you don't just loose the front brakes, you have zero brakes.***

NHTSA ODI #11124502 (2013 Ford F-150).[3]

> Brakes failed while 2013 eccoboost 3.5l f-150 was parked. Stepped on brake pedal to shift out of park and pedal went to the floor. No prior indication of a problem. Looked at master cylinder fluid level and completely empty. ***No brakes at all, front or back.***

NHTSA ODI #10886011 (2013 Ford F-150).

163. According to another complaint filed with NHTSA ODI, one consumer experienced sudden brake failure, and as a result "crossed the street, went up the curb, and struck my neighbor's landscape wall, damaging it severely." A Ford dealer later identified the problem as a defective master cylinder. NHTSA ODI #10809601 (incident date May 1, 2015).

164. Another consumer reported colliding with an eighteen-wheeler truck after experiencing sudden brake failure. NHTSA ODI #10855278 (incident date January 13, 2015).

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[3] For this and other customer complaints quoted in this Complaint, quotes are left as written, except that those originally in all-caps have been changed to sentence case. Due to the sheer number of typographical and grammatical errors, [sic] notation has not been used. Any emphasis has been added, unless otherwise noted.

165. As partially detailed below, numerous other reports have been made to NHTSA and reported in the media regarding Brake System failures in Class Vehicles.

B. Ford Knew of the Brake System Defect Prior to Sale or Lease of the Class Vehicles.

166. On information and belief, Ford learned of the Brake System Defect at least as early as 2011, and certainly well before Plaintiffs and Class members purchased or leased their Class Vehicles, through sources such as pre-release evaluation and testing; repair data; replacement part sales data; early consumer complaints made directly to Ford, collected by NHTSA ODI, and/or posted on public online vehicle owner forums; testing done in response to those complaints; aggregate data from Ford dealers; as well as through other internal sources unavailable to Plaintiffs prior to discovery.

167. Internal documents provided by Ford to NHTSA confirm Ford's knowledge of the Brake System Defect.

168. On June 16, 2015, Jessica Ruiz, an engineer at Ford's Dearborn Truck Plant, sent an email entitled: "Hitachi Master Cylinders – F150 ECBs and Concerns," marked "High" importance. She stated: "Master Cylinder leaks are getting a lot of attention at Ford."

169. On July 21, 2015, Ms. Ruiz sent an email entitled: "Hitachi – Master Cylinder On Line Leaks at DTP." She stated: "Hitachi (Farmington Hills) found

the root cause of the master cylinder leakers we have been finding at DTP. More parts failed on the line this morning and they completed their investigation with those samples."

170. In September 2015, Alejandro Rojas with Hitachi sent an email to his Hitachi colleagues stating: "[W]e have a big brake issue at [Ford's Dearborn Truck Plant]. The issue is a leak in the master cylinder. There are between 20-25 vehicles that have failed."

171. In July 2016, Martin Kapanowski, a Ford engineer, sent an email to his colleagues stating: "[I]t has been stated that [master cylinder] repairs are increasing. We are having Hitachi in to discuss."

172. In September 2016, Dan Williams, an engineer at Ford's Kansas City Assembly Plant, sent an email entitled: "Master Cylinder reservoir seal partially not seated." He stated: "Are you already aware of what looks like rolled seals on master cylinder assemblies that [Dearborn Truck Plant] found? If that is indeed the defect, this is something we have seen in the past."

173. In October 2016, Saif Siddiqui, an engineer at Ford's Dearborn Truck Plant, sent an email to Hitachi regarding a Hitachi master cylinder failure in a 2016 F-150. He stated: "I think we should start sending the [Master Cylinder] claims in package form instead of sending separately. This is the fourth one from [Dearborn Truck Plant] alone."

174. Also in October 2016, Mr. Siddiqui emailed his colleague, Jonathan Harris, regarding Hitachi mastery cylinder warranty claims, asking: "Are all these [master cylinder] claims from today or are you catching up some old ones?" Mr. Harris responded: "No believe it or not they are all from today. I'm about ready to scream I can't believe all of these hit at one time." Mr. Siddiqui responded: "Amazing. Something definitely got messed up at Hitachi." Mr. Harris responded: "I've asked for someone from the plant to come down for the PIC this is going to be bloody."

1. Ford's Knowledge of the Brake System Defect Gained from Pre-Release Design, Manufacture, Engineering, and Testing Data.

175. 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 Class Vehicle's Brake Systems, particularly the basic engineering principles behind the construction and function of the systems and the expected conditions and uses the systems would encounter in ordinary use.

176. An adequate pre-release analysis of the design, engineering, and manufacture of the Brake Systems in the Class Vehicles would have revealed to Ford that the brake master cylinders were defective and susceptible to leaking brake fluid and failing to provide adequate braking ability for the Vehicles.

2. Ford's Knowledge of the Brake System Defect from Repair Data.

177. Ford also knew or should have known about the Brake System Defect because of the large number of claims for Brake System repairs and part replacements made during the Class Vehicles' warranty periods.

178. Consumers complain that the Brake System Defect often causes Brake System failures at low mileages, within the warranty period.

179. Upon information and belief, Ford collects, reviews, and analyzes detailed information about repairs made on vehicles still under warranty at its dealerships and service centers, including the type and frequency of such repairs. Complete data on such repairs is exclusively within Ford's control and unavailable to Plaintiffs without discovery.

3. Ford's Knowledge of the Brake System Defect Gathered from the Large Number of Replacement Brake System Parts Ordered from Ford.

180. Upon information and belief, Ford also knew or should have known about the Brake System Defect because of the higher than expected number of replacement Brake System parts ordered from Ford, which should have alerted Ford that this was a defect affecting a wide range of its Vehicles.

181. Upon information and belief, Ford service centers use Ford replacement parts that they order directly from Ford. Independent repair shops and consumers doing repairs themselves also purchase replacement parts directly from

Ford. Therefore, Ford would have detailed and accurate data regarding the number and frequency of replacement part orders. The ongoing high sales of replacement Brake System parts was certainly known to Ford, and should have alerted Ford that its master cylinder parts were defective and causing Class Vehicles' Brake Systems to fail.

4. Ford's Knowledge of the Brake System Defect from Class Member Complaints Collected by NHTSA's Office of Defect Investigations.

182. Beginning with model year 2013 F-150s, online resources reveal an exceptionally high number of consumer complaints regarding the Brake System Defect.

183. For example, a search of the term "master cylinder" in NHTSA's complaint database reveals eighty-four complaints indicative of the Brake System Defect in model 2013 F-150s, eighty-three complaints indicative of the Brake System Defect in 2014 F-150s, ninety complaints indicative of the Brake System Defect in 2015 F-150s, seventy-eight complaints indicative of the Brake System Defect in 2016 F-150s, five complaints indicative of the Brake System Defect in 2017 F-150s, and two complaints indicative of the Brake System Defect in 2018 F-150s.

184. These are only complaints recorded in a single database, but the significance of this volume of complaints is evident from a comparison with the

number of master-cylinder-related complaints for earlier versions of the Ford F-150 and competing pickup trucks.

185. For example, while a search for the term "master cylinder" in NHTSA's complaint database reveals 342 complaints indicative of the Brake System Defect in model years 2013-2018 F-150s, that same search yields only fifteen results for 2009-2012 F-150s. This is a 2,180% increase.

186. A search for the term "master cylinder" in NHTSA's complaint database reveals only twelve complaints for model years 2013-2018 Chevrolet Silverado 1500s.[4] The NHTSA database thus reveals 2,750% more master cylinder complaints for model year 2013-2018 F-150s than for Chevrolet Silverado 1500s of the same years.[5]

187. A search for the term "master cylinder" in NHTSA's complaint database reveals only two complaints for model years 2013-2016 Dodge Ram 1500s. The NHTSA database thus reveals 11,850% more master cylinder

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[4] All complaints point to replacement of the master cylinder due to failure of the brake booster vacuum pump assembly. Beasley Allen is Counsel in the pending GM Full Sized Pick-up and SUV Vacuum Pump Defect Class Action. *See* https://www-odi.nhtsa.dot.gov/owners/SearchResults (last visited August 14, 2019), attached as Ex. E.

[5] All twelve Chevrolet "master cylinder" hits reflect failure of the Vacuum Pump and not the Master Cylinder. *See* https://www-odi.nhtsa.dot.gov/owners/SearchResults (last visited August 14, 2019), attached as Ex. E.

complaints for model year 2013-2016 F-150s than for Dodge Ram 1500s of the same years.

188. A search for the term "master cylinder" in NHTSA's complaint database reveals zero complaints for model years 2013-2019 Toyota Tundras.

189. A search for the term "master cylinder" in NHTSA's complaint database reveals one complaint for model years 2013-2019 Nissan Titans.[6]

190. Federal law requires automakers like Ford to be in close contact with NHTSA regarding potential auto defects, including imposing a legal requirement, backed by criminal penalties for violation, of confidential disclosure of defects by automakers to NHTSA, including field reports, customer complaints, and warranty data. *See* TREAD Act, Pub. L. No. 106-414, 114 Stat. 1800 (2000).

191. Thus, automakers should (and do) monitor NHTSA databases for consumer complaints regarding their automobiles as part of the automakers' ongoing obligation to identify potential defects in their vehicles, such as failures of Brake Systems to apply the brakes as intended.

192. From its monitoring of the NHTSA databases, Ford knew or should have known of the many complaints about Brake System Defect logged by

[6] The complaint cites master cylinder malfunction resulting in brake lock-up, not loss of brakes. *See* https://www-odi.nhtsa.dot.gov/owners/SearchResults (last visited August 14, 2019), attached as Ex. E.

NHTSA ODI, and the content, consistency, and large number of those complaints alerted, or should have alerted, Ford to the Brake System Defect.

193. A sampling of the publicly available complaints lodged with NHTSA ODI includes the following:

> "I was driving on the freeway at 65 miles per hour when I had a sudden warming light flash saying brake fluid problem. I tested the brakes and they went to the floor. Total brake failure with no warning. The truck has 29,000 miles and was serviced within last 2 months. This could have very bad and had tragic consequences. I fortunately was able to down shift using the manual shift feature and slow down and stop safely. This is a serious issue. My family and I could have been in a serious accident and hurt ourselves or others. Ford needs to get this figured out asap. Call me with any questions." NHTSA ODI #11003801 (incident date July 7, 2017)

> "I drove the vehicle to the store this morning and there was no problem with the brakes. When I left the store and started the vehicle I got a message that said brake fluid is low and when I pressed the brake it went straight to the floor with no resistance. I had to pump the brakes several times to stop the vehicle from moving as I was attempting to back out of a parking space. I got it to stop however when I pressed the brake again it went straight to the floor again. I then turned the vehicle off and called for roadside assistance. The vehicle was towed to the dealership (it only has 11000 miles on it) and they advised me that the master cylinder was defective and was leaking fluid into the brake booster." NHTSA ODI #10881311 (incident date June 28, 2016)

> "Complete brake failure. Brake fluid low level light illuminated while driving a very busy road and within 2 minutes the master cylinder had depleted all fluid and brake pedal was going all the way to floor board. Luckily

the wife was able to get the truck into a parking lot unscathed. Truck has been at dealer for a week due to master cylinder being on backorder. Apparently the issue affecting 2013-2014 f-150s is also affecting 2015s as well. Truck has approx. 15k miles." NHTSA ODI #10881590 (incident date June 22, 2016)

"While driving on the interstate a warning for low brake fluid appeared on the dash. Shortly after I lost pressure in the brake pedal when trying to brake for slower traffic. I was able to pump the brakes to slow down enough and was able to get to a near by gas station. Their was no brake fluid left in the reservoir and after adding more brake fluid the reservoir drained within 5 minutes with no visible leak. The vehicle was towed to the dealership. The brake master cylinder had failed and drained all the brake fluid into the vacuum booster. I was lucky that I enough room to pump my brakes to gain control, otherwise this could have resulted in a major accident. This part should not fail in this manner nor at 18000 mile of vehicle life. The mechanic at the dealership claimed he has seen this issues on other f150s too." NHTSA ODI #10725476 (incident date June 6, 2015)

"On 5/1/15, while backing out of my driveway, as I attempted to brake, the brake pedal went completely to the floor, and there was no stopping power. While attempting to pump the brake and use the parking brake, my vehicle crossed the street, went up the curb, and struck my neighbor's landscape wall, damaging it severely. Total distance travelled was approximately 2.5 truck lengths before impacting the neighbor's wall. Upon inspection by myself and later my insurance investigator, the brake fluid reservoir was empty, but there were no obvious signs of leakage. No puddles or visible brake fluid. Truck was towed to local dealer who diagnosed the problem as 'brake failure due to leak faulty brake master cylinder'. Within a few days, the brakes again did not feel right with a strange pedal feel. Gradually, the worsening pedal feel was accompanied by a metallic scraping or

> grinding noise. A second trip to a dealer revealed a failed brake booster due to brake fluid ingestion, which also explained why there was no visible evidence of a leak after the crash. The brake booster operates at a vacuum, so as the master cylinder leaked catastrophically, the booster sucked in the fluid, causing it to ultimately fail as well. Both the brake master cylinder and the brake booster were replaced under warranty. I am surprised that there as been no action on this issue yet - the complete failure of the most important safety system of a 2.5+ ton vehicle - as there are numerous nearly identical failure modes with this model and year. I truly hope nobody is killed by this; it was truly terrifying to be without brakes while moving in reverse in a massive vehicle." NHTSA ODI #10809601 (incident date May 1, 2015)

194. As the above sampling of complaints makes clear, consumers have been vocal in complaining to NHTSA ODI about the Brake System Defect and Ford was, or should have been, aware of and monitoring those complaints, and should have known about the Brake System Defect.

195. Also within NHTSA's official complaint registry is evidence of the frequency at which the Brake System Defect manifests soon after Class Vehicles enter service. For example:

> "TL* The contact owns a 2013 ford f-150. While driving approximately 5 mph, the vehicle hesitated to stop when the brake pedal was depressed and the brake fluid warning indicator illuminated. The vehicle was towed to a dealer for diagnostic testing where it was diagnosed that the master cylinder and brake booster pump needed to be replaced. The manufacturer was not notified of the failure. The approximate failure mileage was 8,000." NHTSA ODI #10632103 (2013 Ford F-150, 8,000 miles)

> "Truck was parked several hours in son-in-laws driveway. Wife got in truck, after cranking and placing in reverse, no brakes! Backed into son-in laws vehicle damaging it and damaging f 150. F 150 still under warranty, taken to mullinax ford mobile al. Found mastercylinder defect , failed gasket caused brake booster to fail. Master cylinder replaced by mullinax ford, mobile al. *TR" NHTSA ODI #10692723, (2013 Ford F-150, 13,781 miles)
>
> "Vehicle had been parked for less than one hour. Returned and started vehicle. Depressed brake pedal to shift and pedal went to the floor and the low fluid light illuminated. No braking action. Stopped vehicle and checked brake fluid level. Reservoir had less than one quarter inch of fluid. Checked under and around vehicle and found no evidence of fluid leak. Added 24 oz. Of fluid to reservoir. Brakes still very mushy with very little braking action. Drove 11 miles very slowly and parked vehicle in driveway. Resevoir again almost empty with no visible leaks. Vehicle towed to dealership. Dealership said they had not heard of this problem before. Appears the master cylinder and booster are both bad. Truck had just rolled over 13,000 mi. When problem occurred. I have read at least 15 similar reports on this problem going back as far as 2011 f-150 vehicles. This is a potentially deadly problem." NHTSA ODI #10788369 (2013 Ford F-150, 13,000 miles)
>
> "On 6/5/2016 the low brake fluid warning light came on and the brake fluid reservoir was empty. We were near harold ford in sacramento, ca, so we dropped the truck off for repair. On 6/6/2016, the master cylinder and brake booster were replaced." NHTSA ODI #10873078 (2013 Ford F-150, 9,712 miles)

196. In sum, as early as 2011, and certainly well before Plaintiff and Class members purchased or leased their Class Vehicles, Ford was aware of the Brake System Defect, should have been aware of the Brake System Defect through the

exercise of reasonable care, and/or was negligent in failing to be aware of the Brake System Defect, based on, among others, the following sources:

a. Pre-release design, manufacturing, engineering, and testing data;

b. Detailed data gathered by Ford about large number of Brake System Defect repairs;

c. Knowledge Ford had of the large number of replacement Brake System parts ordered from Ford;

d. Numerous and consistent consumer complaints made directly to Ford about the Brake System Defect;

e. Numerous and consistent consumer complaints collected by NHTSA ODI about the Brake System Defect;

f. Ford service center employees' familiarity with and knowledge of the Brake System Defect.

197. Moreover, the large number and consistency of Class member complaints describing the Brake System's propensity to leak brake fluid, lose hydraulic pressure, and experience brake failure underscores the fact that Class members considered the Brake System Defect to be a material safety issue to the reasonable consumer.

C. Ford Received Pre-Suit Notice Multiple Times and Ways.

198. In addition to other forms of notice, including those detailed in this Complaint, Ford was put on notice of Plaintiff Roy Naasz's claims in September 2018 when Mr. Naasz took his Vehicle to his dealership, Ford of West Covina, California, to report his Vehicle's Brake System failure.

199. Ford also received pre-suit notice of its violations alleged in this Complaint via a letter sent to Ford and its registered service agent on September 28, 2018, on behalf of Plaintiff Roy Naasz and all others similarly situated who purchased or leased Class Vehicles in the State of California.

200. Plaintiff Weidman, individually and on behalf of the other Class members, notified Ford of the Brake System Defect in the Class Vehicles, and its deceptive practices, through a notice letter delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel dated June 7, 2018.

201. Plaintiffs Huff, Thuotte, Willburn, Cobb, Mitchell, Adams, and Groce had authorized dealerships replace their Failed Master Cylinders as well, dating as far back as November 15, 2016.

D. Ford Admits the Brake System Defect, But Issues an Inadequate Recall.

202. On May 23, 2016, Ford instituted a safety recall, recall number 16S24, for certain F-150s because of a loss of brake fluid from the Master Cylinder reservoir leaking into the brake booster.

203. In connection with the recall, Ford identified a rolling of the primary piston cup seal in the Master Cylinder as the cause of the leakage.

204. Ford stated, in connection with the recall, that it was aware of nine accident allegations relating to the defect. Ford admitted that the defect can lead to "extended stopping distance, increasing the risk of a crash."

205. Ford, however, limited the recall to a subset of model year 2013-2014 F-150s. Specifically, it limited the recall to model year 2013-2014 F-150s equipped with 3.5L Ecoboost engines that were manufactured between August 1, 2013 and August 31, 2014. Ford's 16S24 recall excluded all other F-150 trucks equipped with 3.7L TI-VCT, 5.0L TI-VCT and 6.2L 2-Valve engines, yet were manufactured during the same window.

206. The recall was inadequate. 2013-2014 F-150s that were not recalled have the same Master Cylinder as the recalled vehicles and are equally plagued by the Brake System Defect. This is evident from numerous complaints regarding the Brake System Defect in 2013-2014 F-150s that were excluded from the recall. For example:

"I was driving about 35 mph and coming to a red light. I pressed the brake peddle and it went all the way to the floor. There was a warning chime and the dash illuminated a brake service warning and a low brake fluid level warning. There were virtually no brakes and I had to down shift the transmission and use the emergency brake to come to a stop. Just in time before going through the intersection under a red light. We had the truck towed to a ford dealership and they stated that all of the fluid in the master cylinder had leaked into the brake booster. They said that our truck did not meet the proper date to be taken care of under the known recall . . .for the exact same problem. That recall ended on trucks built up to 8/14 and our truck was built on 12/14." NHTSA ODI #1120934 (2014 F-1503.5L GTDI Ecoboost manufactured after August 31, 2014)

"Brake master cylinder failed resulting in total loss of braking. The vehicle has a 5.0l v8 engine. I was approaching a left turn and applied pressure to my brake pedal and lost braking at that point. Very low mileage on the vehicle when it failed, 14,813." NHTSA ODI # 10839847 (2013 F-150 5.0L 4V)

"On January 13, 2015 I was involved in a head collision with a 18 wheeler. The scenario was a two lane highway (Hwy 67, Lakeside , CA), there is minimal room for error and upon impact. I remember my brakes depressing completely to the floor board, yet as though there was no air lines. It has been a long recovery, which is why certain things are returning slowly. Yet, I remember that my brakes felt off or un-responsive before impact." NHTSA ODI #10855278 (2013 F-150 5.0L 4V)

"There was a sudden loose of braking ie the pedal suddenly went to the floor and a check of the master cylinder showed all fluid was gone, this happen after I parked the truck ... Added a pint and continued to my appointment (2 miles) after parking ... I had no brakes again ... Called tow truck and had truck taken to a Ford dealer for repair, under warrenty ... Only 11,771 miles on

> the truck ... Luckly this did not happen on the highway or might have had an accident." NHTSA ODI #10991703 (2014 F-150 5.0L 4V)

207. Further, the recall provides for the replacement of the Master Cylinder with a new Master Cylinder that is identical to that which failed. ***In other words, the recall simply calls for the replacement of one defective part with another defective part***.

208. Further still, the recall provides no relief to owners and lessees of model year 2015-2018 F-150s, which share the exact same Master Cylinder as the recalled vehicles. The omission of these later model vehicles is unconscionable, as there has been no decrease in reported complaints of the Brake System Defect for model year 2015-2016 F-150s, and it is clear that the Brake System Defect which formed the basis for safety recall 16S24 still exists in all of the Class Vehicles.

209. Notably, owners of post-2014 model year F-150s have reported long delays for repair when their Master Cylinders fail because the recall has created a significant backorder for Master Cylinders:

> Truck has been at dealer for a week due to master cylinder being on backorder. Apparently the issue affecting 2013-2014 f-150s is also affecting 2015s as well. Truck has approx. 15k miles. NHTSA ODI # 10881590 (2015 F-150)
>
> Brake pedal dropped to floor and significantly lost ability to stop. Mechanic says needs to replace master cylinder and brake booster. Parts are on backorder which indicates there is a problem — parts department said there are 700

> on backorder and it will take over a month to get them.
> NHTSA ODI #10894844 (2015 F-150)

210. This reported backlog indicates that all Class Vehicles are receiving the same defective Master Cylinder provided by the recall when presented for warranty repair. In short, Ford is essentially refusing to provide an adequate warranty repair for the Class Vehicles.

211. The scope of the recall was inadequate because the Brake System Defect affects far more Vehicles than those included in the Safety Recall.

212. In fact, in October 2016, NHTSA contacted Ford to explain that it had received dozens of reports alleging the Brake System Defect in model year 2015 and 2016 Vehicles, including several reports in which brake failure resulted in a vehicle crash.

213. Despite this inquiry, Ford refused to expand the scope of the Safety Recall or issue a new recall.

214. Nothing in the terms of the Safety Recall indicate that Ford intends to reimburse Plaintiff and Class members for the past costs incurred for the replacement of defective Brake Systems or for replacement of defective Brake Systems in Class Vehicles not included in the limited recall. For example, Plaintiff Roy Naasz's Vehicle, a 2015 Ford F-150, was not covered by the Safety Recall despite suffering from the same Brake System Defect as the Vehicles included in the recall.

215. Moreover, upon information and belief, the replacement Master Cylinder installed in recalled Vehicles is substantially identical to the original part, contains the same Brake System Defect, and subjects consumers to the same risk of future Brake System failure and subsequent costs and repairs.

216. In short, as the Safety Recall notice makes clear, Ford's recall fails to fix the underlying problem and falls far short of fully compensating Plaintiffs and Class members for the harm caused by the defective Class Vehicles.

E. The Brake System Defect Persists in Warranty Replacement Master Cylinders.

217. Ford's Limited Warranty requires it to "repair, replace, or adjust all parts . . . that malfunction or fail . . . due to a manufacturing defect . . . or factory workmanship."

218. Each time Ford removed a failed Master Cylinder under warranty and it replaced it with a new but equally defective Master Cylinder thereby breaching its express warranty to repair defective parts in the Class Vehicles. Notably, proof that the Brake System Defect persists through present day lies in the NHSTA submissions of owners who complain of second and third Master Cylinder failures. For example:

> "I have had 3 issues with the vehicles brake master cylinder failing. All in a 4 month period. The brake master cylinder fails and I am left with little or no brakes. The dealership tells me I have some kind of contamination in the fluid. They have replaced the master

cylinder twice and ford will not do anything about the problem, so I am advised to replace all brake components to the tune of 2500. Dollars. This is a serious issue that ford motor company should address and wont help me at all. The brakes don't give you any warning when they are going to fail. Every time they fail I have been driving, luckily no one has been killed or injured yet. Nobody can guaranty me if I fix the braking system that it will work like it is supposed to." NHTSA ODI #11165885 (2013 Ford F-150).

"Brake master cylinder fail. I have had 2 brake master cylinder fails and will be taking the vehicle in for the 3rd time to replace another brake master cylinder. This has happened since august 2018. 3 master cylinders within the last 5 months." NHTSA ODI #11156478 (2013 Ford F-150).

"The contact owns a 2013 ford f-150. While driving approximately 70 mph, all the warning indicators on the instrument panel illuminated and the brake pedal became very stiff. The contact started pumping the brake pedal until the vehicle stopped. The vehicle was driven to kalispell ford in kalispell, montana where it was diagnosed that the engine vacuum pump failed and needed replacement. The vehicle was repaired. The manufacturer was notified of the failure. The approximate failure mileage was 64,000.

Right after repair contact drove home and brakes went out again. Vehicle was turned off and started again in which brakes came back into full use. Dealership was notified and kept vehicle for a week in which the failure was reproduced. Ford does not want to pay for repairs." NHTSA ODI #11080734 (2013 Ford F-150).
"1st occurrence i was driving in town, moderate traffic and i depressed the brake pedal and it was rock solid and i could barely slow the vehicle with both feet pressing as hard as i could and the brake warning lights came on. I turned the vehicle off then when i restarted several

minutes later, the issue went away. A couple of days later, i received the brake booster recall notice and took the vehicle in for repair at the local dealer. A couple of weeks after the booster recall repair i had the same issue on a rural road nearly causing an accident. I took the truck to the dealer immediately with all of the warning light illuminated and issue still occurring. The ford dealer said it needed the vacuum pump replaced so i told them to go ahead, they charged approximately $360 for the repair. Yesterday, after turning off of a rural road to a more developed shopping area, i lost braking function with the same symptoms as previously described at a traffic light and had to use the parking brake to decelerate. I again parked the vehicle, turned off the ignition and after about 30 minutes, the brakes were working again.i have made an appointment with the dealer to have this diagnosed again in 2 days. Thank goodness my this hasn't occurred while towing my boat. The issue has occurred in both city and highway driving and always while the vehicle is in motion. Only once did the brake warning lights come on before loss of braking. The issue did not occur while turning." NHTSA ODI 10945490 (2013 Ford F-150).

"On morning of 5/25/19, i was traveling in kentucky about 180 miles from home, when i received a low brake fluid message. The brake fluid tank was about 1/2 full. I was in town and went ahead and picked up a bottle of recommended fluid and added a bit more, and error light went out. Brake pressure seemed good at that time. A few miles down the road i lost all brake pressure. The pedal went to the floor, no brake at all. I was on a two lane road and let the truck coast until i could pull it off the side of highway. I checked the brake fluid level again and tank was totally empty. I called a tow truck and had it towed to closest ford dealership. I had to catch a ride to pick up a rental to drive home.

Dealership found master cylinder leaking into brake booster. They replaced both brake master cylinder and

booster. They checked for recalls on this issue but this year and model truck is not included in any recalls.

We picked up the repaired truck on 5/31.

We were about two miles down the road after picking up, and the check engine light came on. We turned around and took truck back to dealership. They checked error code and turned off message. We were about 80 miles down road when check engine light came on again. We drove about 100 miles to home and called our local ford dealership. They found take fluid was clogging the vac supply and the manifold intake. They had to remove the manifold intake to clean all the brake fluid out of the vaccine hoses. Final repair was on june 7. Both repairs totaled $1337.15, and a car rental and an extra night?s hotel stay. All the financial charges seem minor compared to the scare we had on a narrow two lane highway with no brakes. We feel blessed we were able to safely pull car off the road. This model truck should be included in fords brake recall before someone has a major accident." NHTSA ODI # 11220413 (2015 Ford F-150).

"The brakes went completely out. They replaced the master cylinder, upon getting it back the brakes failed to stop adequately, and it was returned at that moment. They "bled the brakes" again and returned it. There was only 1 work order for this. The truck sat for a week and not the brakes are soft and inconsistent. I returned it to ford and they stated it was working as expected; however in a panic stop the brakes failed to do more than 50% stop effort and on another occasion i pressed the pedal to the floor, and had hardly any brake. I took it back to the ford dealer and they said there was nothing wrong. Since they did not take it in for service there is no record of this third attempt to get the brakes fixed. I then called the ford customer service line and their answer is just to take it somewhere else. This vehicle is dangerous and it falls outside the recall notice for a replacement master

> cylinder. However that is the initial failure. I suspect additional issues; but ford is failing to address them." NHTSA ODI # 11015427 (2017 Ford F-150).

219. Ford's repair is essentially no repair at all, because it simply installs another defective cylinder that has not yet manifested the defect. Replacing one defective Master Cylinder with another means that it is only a matter of time before owners or lessors of Class Vehicles experience repeat failure. The replacement Master Cylinder is substantially certain to fail.

220. Consequently, Ford breached its express warranty by failing to "repair, replace, or adjust all parts . . . that malfunction or fail . . . due to a manufacturing defect . . . or factory workmanship," because the replacement Master Cylinder contains the same Brake System Defect as the original part, and subjects consumers to the same risk of future Brake System failure and subsequent costs and repairs.

221. A vehicle with the Brake System Defect is unmerchantable; indeed, the Federal Motor Vehicle Safety Standards require all vehicles on the road to have fully functioning, non-defective brake systems. *See, e.g.*, 49 C.F.R. § 571.135.

222. Further, Ford's inability to cure the Brake System Defect substantially impairs the use, value, and safety of the Class Vehicles and renders the Class Vehicles substantially less drivable, less safe, and less useful.

223. Accordingly, all Class Vehicles are unmerchantable, unfit for the purpose of providing transportation, and are substantially less drivable, less safe, and less useful as a result of the ongoing and unresolved Brake System Defect—even if the Brake System Defect does not manifest itself in a particular vehicle.

II. APPLICABLE WARRANTIES

224. 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.

225. 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 the Vehicle is properly operated and maintained and taken to a Ford dealership for repair within the warranty period.

226. For certified pre-owned ("CPO") Vehicles, Ford offers a limited warranty covering CPO Vehicles for 12 months or 12,000 miles, whichever comes first.

227. 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 brake

master cylinder and other Brake System parts are included in Ford's list of "covered components."

228. Ford provides these warranties to buyers and lessees after the purchase/lease of the Class Vehicle is completed; buyers and lessees have no pre-sale/lease knowledge or ability to bargain as to the terms of the warranties.

229. Ford also sells replacement parts, including Brake System components, through its Motorcraft parts brand.

230. Ford provides an express written warranty with all new Ford and Motorcraft replacement parts. That warranty provides that for parts sold on or after October 1, 2013, parts found to be defective in factory-supplied material or workmanship will be repaired, replaced, or exchanged within 24 months of part purchase, regardless of the number of miles driven.

III. FORD'S MARKETING AND CONCEALMENT

231. Upon information and belief, Ford knowingly marketed and sold/leased the Class Vehicles with the Brake System Defect, while willfully concealing the true inferior quality and substandard performance of the Class Vehicles' Brake Systems.

232. Ford directly markets the Class Vehicles to consumers via extensive nationwide, multimedia advertising campaigns on television, the Internet, billboards, print publications, mailings, and through other mass media.

233. Ford's marketing material describes the Class Vehicles as "tough" and meeting "rigorous Ford standards for quality, durability and dependability."

234. In practice, the Class Vehicles are not as tough, durable, and dependable as Ford's marketing suggests. Ford concealed the fact that the Class Vehicles are equipped with defective Brake Systems that leak brake fluid, lose hydraulic pressure, and experience sudden and unexpected brake failure.

235. Plaintiffs and Class members were exposed to Ford's long-term, national, multimedia marketing campaign touting the supposed quality, safety, and comfort of the Class Vehicles, and Class Members justifiably made their decisions to purchase or lease their Class Vehicles based on Ford's misleading marketing that concealed the true, defective nature of the Class Vehicles.

236. Further, Ford knowingly misled Class members about the true, defective nature of the Class Vehicles. As detailed above, upon information and belief, Ford has been aware of the Brake System Defect since at least 2011, and certainly well before Plaintiffs and Class members purchased or leased their Class Vehicles, through pre-release evaluation and testing; the high number of Brake System repairs and replacement part sales; and the numerous and consistent complaints about the Brake System Defect collected by NHTSA.

237. In sum, Ford has actively concealed the existence and nature of the Brake System Defect from Class members since at least 2011 despite its

knowledge of the existence and pervasiveness of the Brake System Defect. Specifically, Ford has:

a. Failed to disclose, at and after the time of purchase, lease, and/or service, any and all known material defects of the Class Vehicles, including the Brake System Defect;

b. Failed to disclose, at and after the time of purchase, lease, and/or service, that the Class Vehicles' Brake Systems were defective and not fit for their intended purposes;

c. Failed to disclose, and actively concealed, the fact that the Class Vehicles' Brake Systems were defective, despite that Ford learned of the Brake System Defect as early as 2011, and certainly well before Plaintiffs and Class members purchased or leased their Class Vehicles;

d. Failed to disclose, and actively concealed, the existence and pervasiveness of the Brake System Defect even when directly asked about it by Class members during communications with Ford, Ford dealerships, and Ford service centers;

e. Actively concealed the Brake System Defect by forcing Class members to bear the cost of temporary "fixes" that merely replaced the defective brake master cylinder with another defective part.

238. By engaging in the conduct described above, Ford has concealed, and continues to conceal, the Brake System 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.

IV. FRAUDULENT CONCEALMENT ALLEGATIONS

239. 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 information. Plaintiffs' claims arise out of Ford's fraudulent concealment of the Brake System Defect, and its representations about the quality, safety, and comfort of the Class Vehicles. Plaintiff's claims of fraudulent concealment arise from, *inter alia*, Ford's May 25, 2016 Press Release[7] and September 29, 2016 Recall Letter.[8]

240. Plaintiffs allege that at all relevant times, including specifically at the time they and other members of the proposed Classes and Subclasses purchased or leased their Class Vehicles, Ford knew, or was reckless in not knowing, of the Brake System Defect; Ford was under a duty to disclose the Brake System Defect based upon its exclusive knowledge of it, and its concealment of it; and Ford never

[7] *See* Ex. A.
[8] *See* Ex. B.

disclosed the Brake System Defect to Plaintiffs or the public at any time or place or in any manner other than a halfhearted, inadequate recall of a small subset of the Class Vehicles.

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

a. ***Who***: Ford actively concealed the Brake System Defect from Plaintiffs and Class members while simultaneously touting the safety, comfort, and quality of the Class Vehicles, as alleged in paragraphs 131–38, above. Plaintiffs are unaware of, and therefore unable to identify, the true names and identities of those specific individuals at Ford responsible for such decisions.

b. ***What***: Ford knew, or was reckless or negligent in not knowing, that the Class Vehicles contain the Brake System Defect, as alleged above in paragraphs 74–108. Ford concealed the Brake System Defect and made representations about the safety, comfort, world-class quality, and other attributes of the Class Vehicles, as specified above in paragraphs 131–38.

c. ***When***: Ford concealed material information regarding the Defect at all times and made representations about the quality, safety, and comfort of the Class Vehicles, starting no later than 2011, or at the subsequent introduction of certain models of Class Vehicles to the market, continuing through the time of

sale/lease, and on an ongoing basis, and continuing to this day, as alleged above in paragraphs 131–38. Ford still has not disclosed the truth about the full scope of the Brake System Defect in the Class Vehicles to anyone outside of Ford. Ford has never taken any action to inform consumers about the true nature of the Brake SystemDefect in Class Vehicles. And when consumers brought their vehicles to Ford complaining of the Brake System failures, Ford denied any knowledge of or responsibility for the Brake System Defect.

d. ***Where***: Ford concealed material information regarding the true nature of the Defect in every communication it had with Plaintiffs and Class members and made representations about the quality, safety, and comfort of the Class Vehicles. Plaintiffs are aware of no document, communication, or other place or thing, in which Ford disclosed the truth about the full scope of the Brake System Defect in the Class Vehicles to anyone outside of Ford. Such information is not adequately disclosed in any sales documents, displays, advertisements, warranties, owner's manuals, or on Ford's website.

e. ***How***: Ford concealed the Brake System Defect from Plaintiffs and Class members and made representations about the quality, safety, and comfort of the Class Vehicles. Ford actively concealed the truth about the existence, scope, and nature of the Brake System Defect from Plaintiffs and Class members at all times, even though it knew about the Brake System Defect and knew that

information about the Brake System Defect would be important to a reasonable consumer, and Ford promised in its marketing materials that Class Vehicles have qualities that they do not have.

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

V. TOLLING OF THE STATUTE OF LIMITATIONS

A. Discovery Rule Tolling

242. The causes of action alleged herein did not accrue until Plaintiffs and Class members discovered that their Class Vehicles contained the Brake System Defect.

243. Neither Plaintiffs nor the members of the proposed Classes and Subclasses could have discovered through reasonable diligence that their Class Vehicles were defective within the time period of any applicable statutes of limitation.

244. Among other things, neither Plaintiffs nor the members of the proposed Classes and Subclasses knew or could have known that the Class Vehicles are equipped with defective Master Cylinders.

B. <u>Fraudulent Concealment Tolling</u>

245. Throughout the time period relevant to this action, Ford concealed from and failed to disclose to Plaintiffs and the members of the proposed Classes and Subclasses vital information about the potentially deadly Brake System Defect described herein.

246. Ford kept Plaintiffs and the members of the proposed Classes and Subclasses ignorant of vital information essential to the pursuit of their claims, and as a result, neither Plaintiffs nor the members of the proposed Classes and Subclasses could have discovered the Brake System Defect.

247. Specifically, throughout the relevant time period, Ford has known that the Master Cylinders it installed in the Class Vehicles lose hydraulic pressure and fail.

248. Despite its knowledge of the Brake System Defect, Ford failed to disclose, concealed, and continues to conceal, this critical information from Plaintiffs and the other members of the Class even though, at any point in time, it could have done so through individual correspondence, media release, or any other means.

249. Instead of disclosing the Brake System Defect to Plaintiffs and the members of the proposed Classes and Subclasses, Ford instituted an inadequate recall, as described above, that deterred further investigation and any adequate remedial action.

250. Plaintiffs and the members of the proposed Classes and Subclasses justifiably relied on Ford to disclose these material defects in the Ford vehicles that they purchased or leased, as such defects were hidden and not discoverable through reasonable efforts by Plaintiffs and the members of the proposed Classes and Subclasses.

251. Thus, the running of all applicable statutes of limitation have been tolled and suspended with respect to any claims that the Plaintiffs and the members of the proposed Classes and Subclasses have sustained as a result of the Brake System Defect by virtue of the fraudulent concealment doctrine.

C. <u>Estoppel</u>

252. Ford was under a continuous duty to disclose to Plaintiffs and the members of the proposed Classes and Subclasses the true character, quality, and nature of the Class Vehicles.

253. Ford knowingly failed to disclose or concealed the true nature, quality, and character of the Class Vehicles for consumers.

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

VI. CLASS ACTION ALLEGATIONS

255. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2) and/or (c)(4), and 23(b)(3) of the Federal Rules of Civil Procedure on behalf of themselves and all others similarly situated.

256. Plaintiffs seek to represent a class ("the Nationwide Class") defined as:

> All persons who purchased or leased a Class Vehicle in the United States. A "Class Vehicle" is any Ford F-150 from model years 2013-2018.

257. Plaintiffs also respectively seek to represent the following statewide classes ("the Statewide Classes") defined as follows:

> All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Alabama ("the Alabama Class").
>
> All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of California ("the California Class").
>
> All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Colorado ("the Colorado Class").
>
> All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Florida ("the Florida Class").

> All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Georgia ("the Georgia Class").
>
> All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Michigan ("the Michigan Class").
>
> All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of South Carolina ("the South Carolina Class").
>
> All current and former owners or lessees of a Class Vehicle (as defined herein) that was purchased or leased in the State of Texas ("the Texas Class").

258. Plaintiffs will also seek certification of a "Damages Subclass" under 23(b)(3) for all Class members who have experienced Brake System failures, and an "Owner Subclass" under Rule 23(b)(2) for purposes of declaratory relief as to future Brake System failures.

259. Excluded from both the Nationwide and Statewide Classes are Defendants Ford Motor Company and any of its affiliates, parents, subsidiaries, officers, directors, employees, successors, or assigns; governmental entities; and the Court staff assigned to this case and their immediate family members. Plaintiffs reserve the right to modify or amend these Nationwide and Statewide Class definitions as appropriate during the course of this litigation.

260. The Classes expressly disclaim any recovery in this action for personal injury resulting from the Brake System Defect, without waiving or dismissing any such claims.

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

262. **Numerosity — Federal Rule of Civil Procedure 23(a)(1)**. The members of the Nationwide and Statewide Classes are so numerous and geographically dispersed that individual joinder of all class members is impracticable. While Plaintiffs are informed and believe that there are not less than 1.5 million members of the Nationwide and Statewide Classes, the precise number of Nationwide and Statewide Classes is unknown to Plaintiffs, but may be ascertained from Ford's books and records, as well as records from state Departments of Motor Vehicles. Nationwide and Statewide Class members may be notified of the pendency of this action by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice.

263. **Commonality and Predominance — Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3)**. This action involves common questions of law

and fact, which predominate over any questions affecting individual Nationwide and Statewide Class members, including, without limitation:

a. whether the Brake System in the Class Vehicles is defective;

b. whether Ford knew or should have known about the Brake System Defect, and, if yes, how long Ford has known of the Defect;

c. whether the defective nature of the Class Vehicles constitutes a material fact reasonable consumers would have considered in deciding whether to purchase or lease a Class Vehicle;

d. whether Ford had a duty to disclose the defective nature of the Class Vehicles to Plaintiffs and Class members;

e. whether Ford omitted and failed to disclose material facts about the Class Vehicles;

f. whether Ford's concealment of the true defective nature of the Class Vehicles induced Plaintiffs and Class members to act to their detriment by purchasing or leasing Class Vehicles;

g. whether Ford's representations and omissions about the true defective nature of the Class Vehicles were likely to mislead or deceive, and therefore fraudulent, within the meaning of California's Unfair Competition Law ("UCL") (for purposes of the California Class);

h. whether Ford's representations and omissions about the true defective nature of the Class Vehicles were and are unfair within the meaning of the UCL;

i. whether Ford represented, through its words and conduct, that the Class Vehicles had characteristics, uses, or benefits that they did not actually have;

j. whether Ford represented, through its words and conduct, that the Class Vehicles were of a particular standard, quality, or grade when they were of another;

k. whether Ford advertised the Class Vehicles with the intent not to sell/lease them as advertised;

l. whether Ford's representations and omissions about the true defective nature of the Class Vehicles were likely to create confusion or misunderstanding;

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 members of the proposed Classes and Subclasses are entitled to a declaratory judgment stating that the Brake Systems in Class Vehicles are defective and/or not merchantable;

p. whether Plaintiffs and the members of the proposed Classes and Subclasses 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 Brake System Defect in the Class Vehicles; and

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 Brake Systems.

264. **Typicality — Federal Rule of Civil Procedure 23(a)(3)**. Plaintiffs' claims are typical of the other Nationwide and Statewide Class members' claims because Plaintiffs and the Nationwide and Statewide Class members purchased or leased Class Vehicles that suffer from the Brake System Defect. Neither Plaintiffs nor the other Nationwide and Statewide Class members would have purchased the Class Vehicles, or, alternatively, would have paid less for the Class Vehicles, had they known of the Brake System Defect. Plaintiffs and the other Nationwide and

Statewide Class members suffered damages as a direct proximate result of the same wrongful practices in which Ford engaged. Plaintiffs' claims arise from the same practices and course of conduct that give rise to the claims of the other Nationwide and Statewide Class members.

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

266. **Declaratory and Injunctive Relief — Federal Rule of Civil Procedure 23(b)(2)**. Ford has acted or refused to act on grounds generally applicable to Plaintiffs and the other Nationwide and Statewide Class members, thereby making appropriate final injunctive relief and declaratory relief, as described below, with respect to the Nationwide and Statewide Class members as a whole.

267. **Superiority — Federal Rule of Civil Procedure 23(b)(3)**. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be

encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Nationwide and Statewide Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Ford, so it would be impracticable for the Nationwide and Statewide Class members to individually seek redress for Ford's wrongful conduct. Even if the Nationwide and Statewide Class members could afford litigation the court system could not. 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. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Class treatment of common questions of law and fact would 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.

VII. CLAIMS FOR RELIEF[9]

A. Claims Brought on Behalf of the Nationwide Class

COUNT 1
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT
15 U.S.C. §§ 2301, ET SEQ.

268. Plaintiffs incorporate by reference each allegation set forth in paragraphs 1-167.

269. Plaintiffs bring this Count individually and on behalf of the other members of the Nationwide Class (the "Class," for purposes of this Count).

270. This Court has jurisdiction to decide claims brought under 15 U.S.C. § 2301 by virtue of 28 U.S.C. §§ 1332(a) and (d).

271. Plaintiffs are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

272. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

273. The Class Vehicles are "consumer products" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

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[9] In light of this Court's ruling on Ford's Motion to Dismiss Consolidated Class Action Complaint regarding Plaintiffs' unjust enrichment claims (Dkt. No. 48), Plaintiffs include certain claims in this First Amended Consolidated Class Action Complaint solely to preserve them for purposes of appeal. These claims include Counts 6, 19, 23, 28, and 34.

Plaintiffs submit that the allegations of this First Amended Consolidated Class Action Complaint are sufficient to plead their breach of express and implied warranty claims and include these claims herein for all purposes.

274. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with a written warranty.

275. In its Limited Warranty, Ford expressly warranted that it would repair or replace defects in material or workmanship free of charge if those defects became apparent during the warranty period. Ford provides the following language in its F-150 Owner's Manual, which upon information and belief, is substantially identical for all models:

> Your Bumper to Bumper Coverage lasts for three years-unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles .... Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights ....Under your New Vehicle Limited Warranty if: your Ford vehicle is properly operated and maintained, and was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers 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.

276. Ford's Limited Warranty is a written warranty within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6). The Class Vehicles' implied warranty of merchantability is covered by 15 U.S.C. § 2301(7).

277. With respect to Class members' purchases or leases of the Class Vehicles, the terms of Ford's written warranty and implied warranty became part

of the basis of the bargain between Ford, on the one hand, and Plaintiffs and each of the members of the proposed Classes and Subclasses, on the other.

278. Ford breached the implied warranty of merchantability. Without limitation, the Class Vehicles have brakes that lose hydraulic pressure and fail, as described above, and which thus render the Class Vehicles unmerchantable.

279. Ford breached its express Limited Warranty by refusing to repair the defective Master Cylinder in the Class Vehicles. Plaintiffs Weidman, Perry, and Naasz presented their vehicle for repair after the Master Cylinders in their truck failed, and instead of providing a non-defective replacement master cylinder, Ford, upon information and belief, installed the same defective Master Cylinder that is causing the Brake System Defect in all Class Vehicles.

280. Plaintiff Weidman, individually and on behalf of the members of the proposed Classes and Subclasses, notified Ford of the Brake System Defect in the Class Vehicles, and its corresponding breach of warranty, through a notice letter delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel dated June 7, 2018. Ford was also provided notice of the Brake System Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge. Ford has not remedied its breach.

281. Further, Ford has refused to provide an adequate warranty repair for the Brake System Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

282. At the time of sale or lease of each Class Vehicle, Ford knew, should have known, or was reckless in not knowing of the Class Vehicles' inability to perform as warranted, but nonetheless failed to rectify the situation and/or disclose the Brake System Defect. Under the circumstances, the remedies available under any informal settlement procedure would be inadequate, and any requirement that Plaintiffs and the members of the proposed Classes and Subclasses resort to an informal dispute resolution procedure and/or afford Ford a reasonable opportunity to cure its breach of warranties is excused and thus deemed satisfied.

283. The amount in controversy of Plaintiffs' individual claims meet or exceed the sum of $25. The amount in controversy in this action exceeds the sum of $50,000, exclusive of interest and costs, computed on the basis of all claims to be determined in this lawsuit.

284. As a direct and proximate result of Ford's breaches of its Limited Warranty and the implied warranty of merchantability, Plaintiffs and the members

of the proposed Classes and Subclasses have sustained damages in an amount to be determined at trial.

285. Plaintiffs, individually and on behalf of all the members of the proposed Classes and Subclasses, seeks all damages permitted by law, including the diminution in value of their vehicles, in an amount to be proven at trial.

B. <u>Claims Brought on Behalf of the Alabama Class</u>

COUNT 2
VIOLATIONS OF ALABAMA'S DECEPTIVE TRADE PRACTICES ACT
ALA. CODE. §§ 8-19-1, *ET SEQ.*

286. Plaintiff Weidman ("Plaintiff," for purposes of the Alabama Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

287. Plaintiff brings this claim individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).

288. The Alabama Deceptive Trade Practices Act, Ala. Code. § 8-19-5, prohibits "[e]ngaging in . . . unconscionable, false, or deceptive act[s] or practice[s] in business, commerce, or trade."

289. By the conduct described in detail above and incorporated herein, Ford engaged in deceptive trade practices.

290. Plaintiff Weidman, individually and on behalf of the other Class members, notified Ford of the Brake System Defect in the Class Vehicles, and its violation of the Alabama Deceptive Trade Practices Act, through a notice letter

delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel dated June 7, 2018. Ford was also provided notice of the Brake System Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

291. Ford's omissions regarding the Brake System Defect, described above, which causes the brakes to lose hydraulic pressure and fail, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

292. Ford intended for Plaintiff and the other Class members to rely on Ford's omissions regarding the Brake System Defect.

293. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Ford's omissions of fact concerning the above-described Brake System Defect, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

294. Had Ford disclosed all material information regarding the Brake System Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

295. Ford's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

296. As a direct and proximate result of Ford's deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Brake System Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Ala. Code. §§ 8-19-1, *et seq.*

COUNT 3
BREACH OF EXPRESS WARRANTY
ALA. CODE §§ 7-2-313 AND 7-2A-210

297. Plaintiff Weidman ("Plaintiff," for purposes of the Alabama Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

298. Plaintiff brings this claim individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).

299. Ford is and was at all relevant times a merchant with respect to the Class Vehicles.

300. In its Limited Warranty, Ford expressly warranted that it would repair or replace defective parts free of charge if the defects became apparent during the warranty period. Ford provides the following language in its F-150 Owner's Manual, which upon information and belief, is substantially identical for all models:

> Your Bumper to Bumper Coverage lasts for three years-unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles .... Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights.... Under your New Vehicle Limited Warranty if: your Ford vehicle is properly operated and maintained, and was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers 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.

301. Ford's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles.

302. Ford breached its express warranty to repair defective parts in the Class Vehicles. Ford has not repaired the Class Vehicles' Brake System Defect. Plaintiff Weidman presented his vehicle for repair after the Master Cylinder in his truck failed, and instead of providing a non-defective replacement master cylinder,

Ford installed the same defective Master Cylinder that is causing the Brake System Defect in all Class Vehicles.

303. Plaintiff Weidman, individually and on behalf of the other Class members, notified Ford of the Brake System Defect in the Class Vehicles, and its corresponding breach of warranty, through a notice letter delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel dated June 7, 2018. Ford was also provided notice of the Brake System Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge. Ford has not remedied its breach.

304. Further, Ford has refused to provide an adequate warranty repair for the Brake System Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

305. The Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

306. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

307. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the Ford Vehicles under false pretenses.

308. As a direct and proximate result of Ford's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 4
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
ALA. CODE §§ 7-2-314 AND 7-2A-212

309. Plaintiff Weidman ("Plaintiff," for purposes of the Alabama Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

310. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).

311. Ford is and was at all relevant times a merchant with respect to motor vehicles under Ala. Code § § 7-2-104 and 7-2A-103.

312. Pursuant to Ala. Code §§ 7-2-314 and 7-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

313. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Brake System Defect which causes the Class Vehicles' brakes to lose hydraulic pressure and fail.

314. Plaintiff Weidman, individually and on behalf of the other Class members, notified Ford of the Brake System Defect in the Class Vehicles, and its corresponding breach of warranty, through a notice letter delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel dated June 7, 2018. Ford was also provided notice of the Brake System Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge. Ford has not remedied its breach.

315. Further, Ford has refused to provide an adequate warranty repair for the Brake System Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty

repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

316. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of the warranty of merchantability.

317. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 5
FRAUDULENT OMISSION

318. Plaintiff Weidman ("Plaintiff," for purposes of the Alabama Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

319. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).

320. Ford was aware of the Brake System Defect within the Class Vehicles when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

321. Having been aware of the Brake System Defect within the Class Vehicles, and having known that Plaintiff and the other members of the Class could not have reasonably been expected to know of the Brake System Defect,

Ford had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

322. Ford did not disclose the Brake System Defect to Plaintiff and the other members of the Class in connection with the sale of the Class Vehicles.

323. For the reasons set forth above, the Brake System Defect within the Class Vehicles comprises material information with respect to the sale or lease of the Class Vehicles.

324. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles.

325. Had Plaintiff and the other members of the Class known of the Brake System Defect within the Class Vehicles, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

326. Through its omissions regarding the Brake System Defect within the Class Vehicles, Ford intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

327. As a direct and proximate result of Ford's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not

have purchased the Class Vehicles at all if the Brake System Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 6
UNJUST ENRICHMENT

328. Plaintiff Weidman ("Plaintiff," for purposes of the Alabama Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

329. Plaintiff brings this Count individually and on behalf of the other members of the Alabama Class (the "Class," for purposes of this Count).

330. Ford has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiff and the other members of the Class have overpaid for these vehicles.

331. Ford has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

332. It is inequitable and unconscionable for Ford to retain these benefits.

333. Because Ford concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

334. Ford knowingly accepted the unjust benefits of its wrongful conduct.

335. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other members of the Class in an amount to be proven at trial.

C. Claims Brought on Behalf of the Colorado Class

COUNT 7
VIOLATIONS OF THE COLORADO CONSUMER PROTECTION ACT
C.R.S.A. §§ 6-1-101, *ET SEQ.*

336. Plaintiff Sanchez ("Plaintiff," for purposes of the Colorado Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

337. Plaintiff brings this count individually and on behalf of the other members of the Colorado Class (the "Class" for purposes of this Count).

338. The Colorado Consumer Protection Act, C.R.S.A. §6-1-105, prohibits "engag[ing] in a deceptive trade practice . . . in the course of the person's business."

339. By the conduct described in detail above and incorporated herein, Ford engaged in deceptive trade practices.

340. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all

putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships.

341. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

342. Ford's omissions regarding the Brake System Defect, described above, which causes the brakes to lose hydraulic pressure and fail, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or pay the same price for) the Class Vehicles.

343. Ford intended for Plaintiff and the other Class members to rely on Ford's omissions regarding the Brake System Defect.

344. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Ford's omissions of fact concerning the above-described Brake System Defect, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

345. Had Ford disclosed all material information regarding the Brake System Defect to Plaintiff and the other Class members, Plaintiff and the other

Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

346. Ford's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

347. As a direct and proximate result of Ford's deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Brake System Defect been disclosed. Plaintiff and other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover the actual damages, attorneys' fees and costs, and all other relief allowed under C.R.S.A. §§ 6-1-101, *et seq.*

COUNT 8
BREACH OF EXPRESS WARRANTY
C.R.S.A. §§ 4-2-213 AND 4-2.5-210

348. Plaintiff Sanchez ("Plaintiff," for purposes of the Colorado Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

349. Plaintiff brings this count individually and on behalf of the other members of the Colorado Class (the "Class" for purposes of this Count).

350. Ford is and was at all relevant times a merchant with respect to the Class Vehicles.

351. In its Limited Warranty, Ford expressly warranted that it would repair or replace defective parts free of charge if the defect became apparent during the warranty period. Ford provides the flowing language in its F-150 Owner's manual, which upon information and belief, is substantially identical for all models:

> Your Bumper to Bumper Coverage lasts for three years—unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,00 miles . . . . Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. . . . Under your New Vehicle Limited Warranty if: your Ford vehicle is properly operated and maintained, and was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers 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 factor workmanship.

352. Ford's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles.

353. Ford breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. Ford has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

354. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

355. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

356. The Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

357. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

358. Also, as alleged in more detail herein, at the time Ford warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the For Vehicles under false pretenses.

359. As a direct and proximate result of Ford's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 9
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
C.R.S.A. §§ 4-2-314 AND 4-2.5-212

360. Plaintiff Sanchez ("Plaintiff," for purposes of the Colorado Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

361. Plaintiff brings this count individually and on behalf of the other members of the Colorado Class (the "Class" for purposes of this Count).

362. Ford is and was at all relevant times a merchant with respect to motor vehicles under C.R.S.A. §§ 4-2-104 and 4-2.5-103.

363. Pursuant to C.R.S.A. §§ 4-2-314 and 4-2.5-212, a warranty that the Class Vehicles were in a merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

364. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of the sale and at all times thereafter, they were defective and no in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which the vehicles were used. Specifically, the Class Vehicles suffer from the Brake System Defect which causes the Class Vehicles' brakes to lose hydraulic pressure and fail.

365. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships.

366. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

367. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of the warranty of merchantability.

368. As a direct and proximate result of Ford's breach of warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 10
FRAUDULENT OMISSION

369. Plaintiff Sanchez ("Plaintiff," for purposes of the Colorado Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

370. Plaintiff brings this count individually and on behalf of the other members of the Colorado Class (the "Class" for purposes of this Count).

371. Ford was aware of the Brake System Defect within Class Vehicles when it marketed and sold the Class Vehicles to Plaintiff and the other Class members.

372. Having been aware of the Brake System Defect within the Class Vehicles, and having known that Plaintiff and the Class members could not have reasonably been expected to know of the Brake System Defect, Ford had a duty to disclose the defect to Plaintiff and the other Class members in connection with the sale or lease of the Class Vehicles.

373. Ford did not disclose the Brake System Defect to Plaintiff and the other Class members in connection with the sale of the Class Vehicles.

374. For the reasons set forth above, the Brake System Defect within the Class Vehicles comprises material information with respect to the sale of lease of the Class Vehicles.

375. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles.

376. Had Plaintiff and the other Class members known of the Brake System Defect within the Class Vehicles, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

377. Through its omissions regarding the Brake System Defect within the Class Vehicles, Ford intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

378. As a direct and proximate result of Ford's omissions, Plaintiff and the Class members either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Break System Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 11
UNJUST ENRICHMENT

379. Plaintiff Sanchez ("Plaintiff," for purposes of the Colorado Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

380. Plaintiff brings this count individually and on behalf of the other members of the Colorado Class (the "Class" for purposes of this Count).

381. Ford has benefited from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiff and the other Class members have overpaid for these vehicles.

382. Ford has received and retained unjust benefits from Plaintiff and the other Class members, and inequity has resulted.

383. It is inequitable and unconscionable for Ford to retain these benefits.

384. Because Ford concealed its fraud and deception, Plaintiff and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

385. Ford knowingly accepted the unjust benefits of its wrongful conduct.

386. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other Class members in an amount to be proven at trial.

D. Claims Brought on Behalf of the Connecticut Class

COUNT 12
VIOLATIONS OF CONNECTICUT'S UNFAIR TRADE PRACTICES ACT
CONN. GEN. STAT. §§ 42-110A *ET SEQ.*

387. Plaintiff Ginsberg ("Plaintiff," for purposes of the Connecticut Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

388. Plaintiff brings this count individually and on behalf of the other members of the Connecticut Class (the "Class" for purposes of this Count).

389. The Connecticut Unfair Trade Practices Act, Conn. Gen. Stat. §§ 42-110a, *et seq.*, prohibits "engag[ing] in unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce."

390. By the conduct described in detail above and incorporated herein, Ford engaged in deceptive trade practices.

391. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

392. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

393. Ford's omissions regarding the Brake System Defect, described above, which causes the brakes to lose hydraulic pressure and fail, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or pay the same price for) the Class Vehicles.

394. Ford intended for Plaintiff and the other Class members to rely on Ford's omissions regarding the Brake System Defect.

395. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Ford's omissions of fact concerning the above-described Brake System Defect, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

396. Had Ford disclosed all material information regarding the Brake System Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

397. Ford's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

398. As a direct and proximate result of Ford's deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Brake System Defect been disclosed. Plaintiff and other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover the actual damages, attorneys' fees and costs, and all other relief allowed under Conn. Gen. Stat. §§ 42-110a, *et seq.*

COUNT 13
BREACH OF EXPRESS WARRANTY
C.G.S.A. §§ 42A-2-313 AND 42A-2A-503

399. Plaintiff Ginsberg ("Plaintiff," for purposes of the Connecticut Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

400. Plaintiff brings this count individually and on behalf of the other members of the Connecticut Class (the "Class" for purposes of this Count).

401. Ford is and was at all relevant times a merchant with respect to the Class Vehicles.

402. In its Limited Warranty, Ford expressly warranted that it would repair or replace defective parts free of charge if the defect became apparent during the warranty period. Ford provides the flowing language in its F-150 Owner's manual, which upon information and belief, is substantially identical for all models:

> Your Bumper to Bumper Coverage lasts for three years—unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,00 miles . . . . Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. . . . Under your New Vehicle Limited Warranty if: your Ford vehicle is properly operated and maintained, and was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers 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 factor workmanship.

403. Ford's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles.

404. Ford breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. Ford has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

405. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on

September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

406. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

407. The Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

408. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

409. Also, as alleged in more detail herein, at the time Ford warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material

facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the For Vehicles under false pretenses.

410. As a direct and proximate result of Ford's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 14
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
C.G.S.A. §§ 42A-2-314 AND 42A-2A-504

411. Plaintiff Ginsberg ("Plaintiff," for purposes of the Connecticut Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

412. Plaintiff brings this count individually and on behalf of the other members of the Connecticut Class (the "Class" for purposes of this Count).

413. Ford is and was at all relevant times a merchant with respect to motor vehicles under C.G.S.A. §§ 42a-2-104 and 42a-2a-501.

414. Pursuant to C.G.S.A. §§ 42a-2-314 and 42a-2a-504, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

415. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and no in merchantable condition, would not pass without objection in

the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Brake System Defect which causes the Class Vehicles' brakes to lose hydraulic pressure and fail.

416. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

417. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

418. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of warranty of merchantability.

419. As a direct and proximate result of Ford's breach of warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 15
FRAUDULENT OMISSION

420. Plaintiff Ginsberg ("Plaintiff," for purposes of the Connecticut Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

421. Plaintiff brings this count individually and on behalf of the other members of the Connecticut Class (the "Class" for purposes of this Count).

422. Ford was aware of the Brake System Defect within the Class Vehicles when it marketed and sold the Class Vehicles to Plaintiff and the other members of the Class.

423. Having been aware of the Brake System Defect within the Class Vehicles, and having known the Plaintiff and the other members of the Class could not have reasonably been expected to know of the Brake System Defect, Ford had a duty to disclose the defect to Plaintiff and the other members of the Class in connection with the sale or lease of the Class Vehicles.

424. Ford did not disclose the Brake System Defect to Plaintiff and the other Class members in connection with the sale of the Class Vehicles.

425. For the reasons set forth above, the Brake System Defect within the Class Vehicles comprises material information with respect to the sale or lease of the Class Vehicles.

426. In purchasing the Class Vehicles, Plaintiff and the other members of the Class reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles.

427. Had Plaintiff and the other Class members known of the Brake System Defect within the Class Vehicles, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

428. Through its omissions regarding the Brake System Defect within the Class Vehicles, Ford intended to induce, and did induce, Plaintiff and the other Class members to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

429. As a direct and proximate result of Ford's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Brake System Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 16
UNJUST ENRICHMENT

430. Plaintiff Ginsberg ("Plaintiff," for purposes of the Connecticut Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

431. Plaintiff brings this count individually and on behalf of the other members of the Connecticut Class (the "Class" for purposes of this Count).

432. Ford has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiff and the other Class members have overpaid for these vehicles.

433. Ford has received and retained unjust benefits from Plaintiff and the other Class members, and inequity resulted.

434. It is inequitable and unconscionable for Ford to retain these benefits.

435. Because Ford concealed its fraud and deception, Plaintiff and the other class members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

436. Ford knowingly accepted the unjust benefits of its wrongful conduct.

437. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other Class members in an amount to be proven at trial.

E. Claims Brought on Behalf of the Florida Class

COUNT 17
VIOLATIONS OF THE FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT FLA. STAT. §§ 502.201, *ET SEQ.*

438. Plaintiffs Bush, Gomez, Mitchell and Valentin ("Plaintiffs," for purposes of the Florida Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

439. Plaintiffs bring this claim individually and on behalf of the other members of the Florida Class (the "Class," for purposes of this Count).

440. The Florida Deceptive and Unfair Trade Practices Act, F.S.A. §§ 501.201, *et seq.*, states that, "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

441. By the conduct described in detail above and incorporated herein, Ford engaged in unfair or deceptive acts in violation of F.S.A. § 501.204.

442. Ford's omissions regarding the Brake System Defect, described above, which causes the brakes to lose hydraulic pressure and fail, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

443. Ford intended for Plaintiffs and the other Class members to rely on Ford's omissions regarding the Brake System Defect.

444. Plaintiffs and the other Class members justifiably acted or relied to their detriment upon Ford's omissions of fact concerning the above-described Brake System Defect, as evidenced by Plaintiffs and the other Class members' purchases of Class Vehicles.

445. Had Ford disclosed all material information regarding the Brake System Defect to Plaintiffs and the other Class members, Plaintiffs and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

446. Ford's omissions have deceived Plaintiffs, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

447. As a direct and proximate result of Ford's unfair and deceptive trade practices, Plaintiffs and the other Class members have suffered ascertainable loss and actual damages. Plaintiffs and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Brake System Defect been disclosed. Plaintiffs and the other Class members also suffered diminished value of their vehicles. Plaintiffs and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under F.S.A. §§ 501.201, *et seq.*

COUNT 18
FRAUDULENT OMISSION

448. Plaintiffs Bush, Gomez, Mitchell and Valentin ("Plaintiffs," for purposes of the Florida Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

449. Plaintiffs bring this Count individually and on behalf of the other members of the Florida Class (the "Class," for purposes of this Count).

450. Ford was aware of the Brake System Defect within the Class Vehicles when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the Class.

451. Having been aware of the Brake System Defect within the Class Vehicles, and having known that Plaintiffs and the other members of the Class could not have reasonably been expected to know of the Brake System Defect, Ford had a duty to disclose the defect to Plaintiffs and the other members of the Class in connection with the sale or lease of the Class Vehicles.

452. Ford did not disclose the Brake System Defect to Plaintiffs and the other members of the Class in connection with the sale of the Class Vehicles.

453. For the reasons set forth above, the Brake System Defect within the Class Vehicles comprises material information with respect to the sale or lease of the Class Vehicles.

454. In purchasing the Class Vehicles, Plaintiffs and the other members of the Class reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles.

455. Had Plaintiffs and the other members of the Class known of the Brake System Defect within the Class Vehicles, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

456. Through its omissions regarding the Brake System Defect within the Class Vehicles, Ford intended to induce, and did induce, Plaintiffs and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

457. As a direct and proximate result of Ford's omissions, Plaintiffs and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Brake System Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 19
UNJUST ENRICHMENT

458. Plaintiffs Bush, Gomez, Mitchell and Valentin ("Plaintiffs," for purposes of the Florida Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

459. Plaintiffs bring this Count individually and on behalf of the other members of the Florida Class (the "Class," for purposes of this Count).

460. Ford has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.

461. Ford has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.

462. It is inequitable and unconscionable for Ford to retain these benefits.

463. Because Ford concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

464. Ford knowingly accepted the unjust benefits of its wrongful conduct.

465. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

D. Claims Brought on Behalf of the Georgia Class

COUNT 20
VIOLATIONS OF GEORGIA'S FAIR BUSINESS PRACTICES ACT
GA. STAT. ANN. §§ 10-1-390, *ET SEQ.*

466. Plaintiffs Burton, Cobb and Huff ("Plaintiffs," for purposes of the Georgia Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

467. Plaintiffs bring this claim individually and on behalf of the other members of the Georgia Class (the "Class," for purposes of this Count).

468. The Georgia Fair Business Practices Act, Ga. Stat. Ann. § 10-1-393, states that, "[u]nfair or deceptive acts or practices in the conduct of consumer transactions and consumer acts or practices in trade or commerce are declared unlawful."

469. By the conduct described in detail above and incorporated herein, Ford engaged in deceptive trade practices.

470. Plaintiffs notified Ford of the Brake System Defect in the Class Vehicles, and its deceptive practices, through a notice letter delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel dated June 7, 2018. Ford was also provided notice of the Brake System Defect through numerous

complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge.

471. Ford's omissions regarding the Brake System Defect, described above, which causes the brakes to lose hydraulic pressure and fail, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

472. Ford intended for Plaintiffs and the other Class members to rely on Ford's omissions regarding the Brake System Defect.

473. Plaintiffs and the other Class members justifiably acted or relied to their detriment upon Ford's omissions of fact concerning the above-described Brake System Defect, as evidenced by Plaintiffs and the other Class members' purchases of Class Vehicles.

474. Had Ford disclosed all material information regarding the Brake System Defect to Plaintiff and the other Class members, Plaintiffs and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

475. Ford's omissions have deceived Plaintiffs, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

476. As a direct and proximate result of Ford's unfair and deceptive trade practices, Plaintiffs and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Brake System Defect been disclosed. Plaintiffs and the other Class members also suffered diminished value of their vehicles. Plaintiffs and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under Ga. Stat. Ann. § 10-1-399.

COUNT 21
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
GA. STAT. ANN. §§ 84-2-314 AND 84-2A-212

477. Plaintiffs Burton, Cobb and Huff ("Plaintiffs," for purposes of the Georgia Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

478. Plaintiffs bring this Count individually and on behalf of the other members of the Georgia Class (the "Class," for purposes of this Count).

479. Ford is and was at all relevant times a merchant with respect to motor vehicles under Ga. Stat. Ann. §§ 11-2-104 and 11-2A-103.

480. Pursuant to Ga. Stat. Ann. §§ 11-2-314 and 84-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and

the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

481. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used. Specifically, the Class Vehicles suffer from the Brake System Defect which causes the Class Vehicles' brakes to lose hydraulic pressure and fail.

482. Plaintiffs notified Ford of the Brake System Defect in the Class Vehicles, and its corresponding breach of warranty, through a notice letter delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel dated June 7, 2018. Ford was also provided notice of the Brake System Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge. Ford has not remedied its breach.

483. Further, Ford has refused to provide an adequate warranty repair for the Brake System Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

484. Plaintiffs and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of the warranty of merchantability.

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

COUNT 22
FRAUDULENT OMISSION

486. Plaintiffs Burton, Cobb and Huff ("Plaintiffs," for purposes of the Georgia Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

487. Plaintiffs bring this Count individually and on behalf of the other members of the Georgia Class (the "Class," for purposes of this Count).

488. Ford was aware of the Brake System Defect within the Class Vehicles when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the Class.

489. Having been aware of the Brake System Defect within the Class Vehicles, and having known that Plaintiffs and the other members of the Class could not have reasonably been expected to know of the Brake System Defect, Ford had a duty to disclose the defect to Plaintiffs and the other members of the Class in connection with the sale or lease of the Class Vehicles.

490. Ford did not disclose the Brake System Defect to Plaintiffs and the other members of the Class in connection with the sale of the Class Vehicles.

491. For the reasons set forth above, the Brake System Defect within the Class Vehicles comprises material information with respect to the sale or lease of the Class Vehicles.

492. In purchasing the Class Vehicles, Plaintiffs and the other members of the Class reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles.

493. Had Plaintiffs and the other members of the Class known of the Brake System Defect within the Class Vehicles, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

494. Through its omissions regarding the Brake System Defect within the Class Vehicles, Ford intended to induce, and did induce, Plaintiffs and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

495. As a direct and proximate result of Ford's omissions, Plaintiffs and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Brake System Defect had been

disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 23
UNJUST ENRICHMENT

496. Plaintiffs Burton, Cobb and Huff ("Plaintiffs," for purposes of the Georgia Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

497. Plaintiffs bring this Count individually and on behalf of the other members of the Georgia Class (the "Class," for purposes of this Count).

498. Ford has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.

499. Ford has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.

500. It is inequitable and unconscionable for Ford to retain these benefits.

501. Because Ford concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

502. Ford knowingly accepted the unjust benefits of its wrongful conduct.

503. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

E. <u>Claims Brought on Behalf of the Texas Class</u>

COUNT 24
VIOLATION OF TEXAS DECEPTIVE TRADE PRACTICES – CONSUMER PROTECTION ACT
TEX. BUS. & COM. CODE §§ 17.01, *ET SEQ.*

504. Plaintiffs Epperson, Gollott and Perry ("Plaintiffs," for purposes of the Texas Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

505. Plaintiffs bring this Count individually and on behalf of the other members of the Texas Class (the "Class," for purposes of this Count).

506. The Texas Deceptive Trade Practices—Consumer Protection Act ("TDTPA") states that it is unlawful to commit "[f]alse, misleading, or deceptive acts or practices in the conduct of any trade or commerce." Tex. Bus. & Com. Code § 17.46.

507. By the conduct described in detail above and incorporated herein, Ford engaged in false, misleading and deceptive trade practices.

508. Ford was provided notice of these issues and defects through numerous complaints filed against it, as well as internal knowledge derived from testing and internal expert analysis.

509. Ford's omissions regarding the Brake System Defect, described above, which causes the brakes to lose hydraulic pressure and fail, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

510. Ford intended for Plaintiffs and the other Class members to rely on Ford's omissions regarding the Brake System Defect.

511. Plaintiffs and the other Class members justifiably acted or relied to their detriment upon Ford's omissions of fact concerning the above-described Brake System Defect, as evidenced by Plaintiffs and the other Class members' purchases of Class Vehicles.

512. Had Ford disclosed all material information regarding the Brake System Defect to Plaintiff and the other Class members, Plaintiffs and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

513. Ford's omissions have deceived Plaintiffs, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

514. As a direct and proximate result of Ford's deceptive trade practices, Plaintiffs and the other Class members have suffered ascertainable loss and actual damages. Plaintiffs and the other Class members who purchased or leased the

Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Brake System Defect been disclosed. Plaintiffs and the other Class members also suffered diminished value of their vehicles. Plaintiffs and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under the TDTPA.

COUNT 25
BREACH OF EXPRESS WARRANTY
TEX. BUS. & COM. CODE §§ 2.313 AND 2A.210

515. Plaintiffs Epperson, Gollott and Perry ("Plaintiffs" for purposes of the Texas Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

516. Plaintiffs bring this Count individually and on behalf of the Texas Class (the "Class," for purposes of this Count).

517. Ford is and was at all relevant times a merchant with respect to the Class Vehicles.

518. In its Limited Warranty, Ford expressly warranted that it would repair or replace defective parts free of charge if the defects became apparent during the warranty period. Ford provides the following language in its F-150 Owner's Manual, which upon information and belief, is substantially identical for all models:

> Your Bumper to Bumper Coverage lasts for three years-unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles....Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights.... Under your New Vehicle Limited Warranty if: your Ford vehicle is properly operated and maintained, and was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers 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.

519. Ford's Limited Warranty formed the basis of the bargain that was reached when Plaintiffs and the other Class members purchased or leased their Class Vehicles.

520. Ford breached its express warranty to repair defective parts in the Class Vehicles. Ford has not repaired the Class Vehicles' Brake System Defect. Plaintiff Perry presented her vehicle for repair after the Master Cylinder in her truck failed, and instead of providing a non-defective replacement master cylinder, Ford installed the same defective Master Cylinder that is causing the Brake System Defect in all Class Vehicles.

521. Plaintiffs notified Ford of the Brake System Defect in the Class Vehicles, and its corresponding breach of warranty, through a notice letter delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel

dated June 7, 2018. Ford was also provided notice of the Brake System Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge. Ford has not remedied its breach.

522. Further, Ford has refused to provide an adequate warranty repair for the Brake System Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

523. The Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiffs and the other Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

524. Accordingly, recovery by Plaintiffs and the other Class members is not limited to the limited warranty of repair, and Plaintiffs, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

525. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material facts regarding its Class Vehicles. Plaintiffs and the other Class members were therefore induced to purchase or lease the Ford Vehicles under false pretenses.

526. As a direct and proximate result of Ford's breach of its express warranty, Plaintiffs and the other Class members have been damaged in an amount to be determined at trial.

COUNT 26
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
TEX. BUS. & COM. CODE §§ 2.314 AND 2A.212

527. Plaintiffs Epperson, Gollott and Perry ("Plaintiffs," for purposes of the Texas Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

528. Plaintiffs bring this Count individually and on behalf of the Texas Class (the "Class," for purposes of this Count).

529. Ford is and was at all relevant times a merchant with respect to motor vehicles under Tex. Bus. & Com. Code § § 2.104 and 2A.103.

530. Pursuant to Tex. Bus. & Com. Code § § 2.314 and 2A.212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

531. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used.

Specifically, the Class Vehicles suffer from the Brake System Defect which causes the Class Vehicles' brakes to lose hydraulic pressure and fail.

532. Plaintiffs notified Ford of the Brake System Defect in the Class Vehicles, and its corresponding breach of warranty, through a notice letter delivered by courier on May 24, 2018 to Ford's registered agent in Montgomery, Alabama. Ford acknowledged receipt through a response letter from its counsel dated June 7, 2018. Ford was also provided notice of the Brake System Defect through numerous complaints filed against it directly and through its dealers, as well as its own internal engineering knowledge. Ford has not remedied its breach.

533. Further, Ford has refused to provide an adequate warranty repair for the Brake System Defect, thus rendering the satisfaction of any notice requirement futile. As stated above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

534. Plaintiffs and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of the warranty of merchantability.

535. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiffs and the other Class members have been damaged in an amount to be proven at trial.

COUNT 27
FRAUDULENT OMISSION

536. Plaintiffs Epperson, Gollott and Perry ("Plaintiffs," for purposes of the Texas Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

537. Plaintiffs brings this Count individually and on behalf of the other members of the Texas Class (the "Class," for purposes of this Count).

538. Ford was aware of the Brake System Defect within the Class Vehicles when it marketed and sold the Class Vehicles to Plaintiffs and the other members of the Class.

539. Having been aware of the Brake System Defect within the Class Vehicles, and having known that Plaintiffs and the other members of the Class could not have reasonably been expected to know of the Brake System Defect, Ford had a duty to disclose the defect to Plaintiffs and the other members of the Class in connection with the sale or lease of the Class Vehicles.

540. Ford did not disclose the Brake System Defect to Plaintiffs and the other members of the Class in connection with the sale of the Class Vehicles.

541. For the reasons set forth above, the Brake System Defect within the Class Vehicles comprises material information with respect to the sale or lease of the Class Vehicles.

542. In purchasing the Class Vehicles, Plaintiffs and the other members of the Class reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles.

543. Had Plaintiffs and the other members of the Class known of the Brake System Defect within the Class Vehicles, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

544. Through its omissions regarding the Brake System Defect within the Class Vehicles, Ford intended to induce, and did induce, Plaintiffs and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

545. As a direct and proximate result of Ford's omissions, Plaintiffs and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Brake System Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 28
UNJUST ENRICHMENT

546. Plaintiffs Epperson, Gollott and Perry ("Plaintiffs," for purposes of the Texas Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

547. Plaintiffs bring this Count individually and on behalf of the other members of the Texas (the "Class," for purposes of this Count).

548. Ford has benefitted from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiffs and the other members of the Class have overpaid for these vehicles.

549. Ford has received and retained unjust benefits from Plaintiffs and the other members of the Class, and inequity has resulted.

550. It is inequitable and unconscionable for Ford to retain these benefits.

551. Because Ford concealed its fraud and deception, Plaintiffs and the other members of the Class were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

552. Ford knowingly accepted the unjust benefits of its wrongful conduct.

553. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the other members of the Class in an amount to be proven at trial.

F. Claims Brought on Behalf of the California Class

COUNT 29
VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT ("CLRA") CAL. CIV. CODE §§ 1750, ET SEQ.

554. Plaintiffs Bonasera, Leandro, Naasz, and Thuotte ("Plaintiffs," for purposes of the California Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

555. Plaintiffs bring this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

556. Ford is a "person" as defined by the CLRA. Cal. Civ. Code § 1761(c).

557. Plaintiffs and Class members are "consumers" within the meaning of the CLRA. Cal. Civ. Code § 1761(d).

558. The purchases and leases of Class Vehicles by Plaintiffs and Class members constitute "transactions" as defined by the CLRA. Cal. Civ. Code § 1761(e).

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

560. 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).

561. Ford's representations, active concealment, failures to disclose, and omissions regarding the Class Vehicles violated the CLRA in the following ways:

a. Ford misrepresented that the Class Vehicles had characteristics, benefits, or uses that they did not 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 an 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 previous representations when they were not (Cal. Civ. Code § 1770(a)(16)).

562. Ford's unfair and deceptive acts or practices occurred repeatedly in Ford's course of trade or business, were material, were capable of deceiving a substantial portion of the purchasing public, and as a result, caused economic harm to purchasers and lessees of the Class Vehicles.

563. Ford knew, by 2011 at the latest, and certainly before the sale or lease of the Class Vehicles, that the Class Vehicles' Brake Systems suffered from an inherent defect, were defectively designed or manufactured, would fail repeatedly, and were not suitable for their intended use.

564. By 2011 at the latest, Ford had exclusive knowledge of material facts concerning the existence of the Brake System Defect in its Class Vehicles. Furthermore, Ford actively concealed the Defect from consumers by denying the existence and scope of the Defect to Class members who contacted Ford about their Brake System failures, failing to provide a permanent remedy for the Brake System Defect within a reasonable time under warranty, and replacing defect Brake System parts with the same defective replacement parts.

565. Ford was under a duty to Plaintiffs and Class members to disclose the defective nature of the Brake Systems, as well as the associated costs that would have to be repeatedly expended in order to temporarily address the failures caused by the Brake System Defect, because:

a. Ford was in a superior position to know the true state of facts about the Brake System Defect in the Class Vehicles;

b. Plaintiffs and Class members could not reasonably have been expected to learn or discover that the Class Vehicles had the Brake System Defect until, at the earliest, the manifestation of the Brake System Defect; and

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

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

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

568. Plaintiffs and Class members are reasonable consumers who did not expect their Class Vehicles to contain a defective Brake System. It is a reasonable and objective consumer expectation for consumers to expect the Brake System not to leak brake fluid, lose hydraulic pressure, and fail to function.

569. As a result of Ford's misconduct, Plaintiffs and Class members have been harmed in that the Class Vehicles contain defective Brake Systems and

repeatedly leak brake fluid, lose hydraulic pressure, and fail to function due to the Brake System Defect, creating a grave risk of serious injury to person and property and causing Class members to spend money to attempt to remedy the Brake System Defect.

570. As a direct and proximate result of Ford's unfair or deceptive acts or practices, Plaintiffs and Class members have suffered and will continue to suffer harm in that they have a Vehicle with a defective Brake System and they have experienced and may continue to experience their Class Vehicles' Brake Systems leaking brake fluid, losing hydraulic pressure, and failing to function, for which there is no permanent fix.

571. In accordance with section 1782(a) of the CLRA, Plaintiff Naasz's counsel, on behalf of Plaintiff Naasz, has served Ford with notice of its alleged violations of Cal. Civ. Code § 1770(a) relating to the Class Vehicles purchased by Plaintiff Naasz and Class members, and demanded that Ford, within thirty (30) days of such notice, corrects or agrees to correct the actions described therein and agrees to reimburse Plaintiff's and Class members' associated out-of-pocket costs.

572. Ford received proper notice of its alleged violations of the CLRA pursuant to Cal. Civ. Code § 1782(a), via a letter sent to Ford and its registered service agent on September 28, 2018, on behalf of Plaintiff Roy Naasz and all others similarly situated. Ford failed to provide the appropriate relief for its

violation of the CLRA within 30 days of the date of the notification letter. The notice letter is attached hereto as Exhibit B.

573. Plaintiffs and the Class seek an order enjoining Ford's unfair or deceptive acts or practices and equitable relief under Cal. Civ. Code § 1780(e), and any other just and proper relief available under the CLRA.

574. Pursuant to Cal. Civ. Code §§ 1780(a), 1780(e), and 1782(a), Plaintiffs seek, in addition to equitable relief, actual damages, restitution, punitive damages, attorneys' fees and costs, and any other relief the Court deems proper.

COUNT 30
VIOLATIONS OF CALIFORNIA'S UNFAIR COMPETITION LAW
CAL. BUS. & PROF. CODE §§ 17200, *ET SEQ.*

575. Plaintiffs Bonasera, Leandro, Naasz, and Thuotte ("Plaintiffs," for purposes of the California Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

576. Plaintiffs brings this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

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

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

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

580. Ford committed fraudulent business acts and practices in violation of Cal. Bus. & Prof. Code § 17200, *et seq.*, when it concealed the existence and nature of the Brake System Defect, while representing in its marketing, advertising, and other broadly disseminated representations that the Class Vehicles were "tough," had met "rigorous" standards assuring "quality, durability, and dependability," when, in fact, they are not. Ford's representations and active

concealment of the Brake System Defect are likely to mislead the public with regard to the true defective nature of the Class Vehicles.

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

582. Plaintiffs relied on Ford's material representations and nondisclosures, and would not have purchased/leased, or would have paid less for, the Class Vehicles had they known the truth.

583. As a direct and proximate result of Ford's unfair, unlawful, and deceptive practices, Plaintiffs have lost money.

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

COUNT 31
BREACH OF IMPLIED WARRANTY UNDER
SONG-BEVERLY CONSUMER WARRANTY ACT

585. Plaintiffs Bonasera, Leandro, Naasz, and Thuotte ("Plaintiffs," for purposes of the California Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

586. Plaintiffs bring this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

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

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

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

590. Ford impliedly warranted to Plaintiffs and Class members that its Vehicles were "merchantable" within the meaning of Cal. Civ. Code §§ 1791.1(a) and 1792.

591. Ford impliedly warranted to Plaintiffs and Class members that it would repair or replace any defective products, including the defective Brake System.

592. The propensity of the Brake System Defect to cause the Brake System to leak brake fluid, lose hydraulic pressure, and fail to function renders the Class Vehicles to not be of the quality that a buyer or lessee would reasonably expect, and therefore not merchantable.

593. The Brake System Defect is latent and was present at the time of sale/lease, and therefore the Vehicles were not merchantable at the time of sale/lease.

594. The Class Vehicles do not conform to the promises or affirmations of fact made by Ford in its promotional materials and vehicle owner manuals in that the Brake System Defect creates a driving experience in the Class Vehicles that does not reflect "rigorous" standards of "quality, durability and dependability."

595. In violation of Cal. Civ. Code § 1791.1(a), Ford breached its implied warranty by selling/leasing Class Vehicles that were defective and refusing to permanently replace and/or repair the defective Brake Systems.

596. The Brake System Defect has deprived Plaintiffs and Class members of the benefit of their bargain, and has caused the Class Vehicles to depreciate in value.

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

598. 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.

COUNT 32
BREACH OF IMPLIED WARRANTY

599. Plaintiffs Bonasera, Leandro, Naasz, and Thuotte ("Plaintiffs," for purposes of the California Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

600. Plaintiffs bring this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

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

602. Ford is and was at all relevant times a "merchant" with respect to the Class Vehicles, under, inter alia, Cal. Com. Code §§ 2104(1) and 10103(c), and a "seller" of the Class Vehicles, under § 2103(1)(d); and, with respect to leases, is and was at all relevant times a "lessor" of the Class Vehicles, under, inter alia, Cal. Com. Code § 10103(a)(16).

603. Plaintiffs and Class members are "buyers" or "lessees" within the meaning of, inter alia, Cal. Com. Code §§ 2103(a) and 10103(a)(14).

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

605. Plaintiffs and other Class members who purchased or leased a Class Vehicle directly from Ford are entitled to the benefit of their bargain: a Vehicle with a non-defective Brake System that does not leak brake fluid, lose hydraulic pressure, or fail to function.

606. Likewise, Plaintiffs and other Class members who purchased or leased a Ford Certified Pre-Owned Class Vehicle are entitled to the benefit of their bargain: a vehicle with a non-defective Brake System that does not leak brake fluid, lose hydraulic pressure, or fail to function.

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

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

609. The Brake System Defect is latent and was present at the time of sale/lease, and therefore the Vehicles were not merchantable at the time of sale/lease.

610. Had the Brake System Defect that existed at the time of sale been known, the Class Vehicles could not have been sold or leased, or could not have been sold or leased at the same price.

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

COUNT 33
FRAUDULENT OMISSION

612. Plaintiffs Bonasera, Leandro, Naasz, and Thuotte ("Plaintiffs," for purposes of the California Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

613. Plaintiffs bring this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count).

614. Ford concealed and suppressed material facts concerning the quality of the Class Vehicles, and the Brake Systems in the Class Vehicles.

615. Ford concealed and suppressed material facts concerning the serious Defect causing Class Vehicles' Brake Systems to leak brake fluid, lose hydraulic pressure, and fail to function. Upon information and belief, the Defect lies in the Brake System parts located within the engine compartment of the Class Vehicles. Ford knew that Plaintiffs and Class members would not be able to inspect or otherwise detect the Defect prior to purchasing or leasing the Vehicles. Ford further failed to disclose and/or denied the existence the Defect when Plaintiffs and Class members complained of their Brake System's failure.

616. Ford did so in order to boost confidence in its vehicles and falsely assure purchasers and lessees of Ford vehicles that the Class Vehicles were world-class, safe, warranted, and reliable vehicles, and concealed the information in order to prevent harm to Ford and its products' reputations in the marketplace and to prevent consumers from learning of the defective nature of the Class Vehicles prior to their purchase or lease.

617. These false representations and omissions were material to consumers, both because they concerned the quality of the Class Vehicles and because the representations and omissions played a significant role in Plaintiffs' and Class members' decisions to purchase or lease the Class Vehicles.

618. Ford had a duty to disclose the Brake System Defect in the Class Vehicles because it was known and/or accessible only to Ford; Ford had superior knowledge and access to the facts; and Ford knew the facts were not known to or reasonably discoverable by Plaintiffs and Class members.

619. Ford also had a duty to disclose because it made many general affirmative representations about the quality, warranty, and lack of defects in the Class Vehicles as set forth above, which were misleading, deceptive, and/or incomplete without the disclosure of the additional facts set forth above regarding their actual quality, comfort, and usability.

620. Even when faced with complaints regarding the Defect, Ford misled and concealed the true cause of the symptoms complained of. As a result, Class members were misled as to the true condition of the Class Vehicles once at the time of purchase or lease and again when the Brake System failure was complained of to Ford.

621. The omitted and concealed facts were material because they directly impact the value, appeal, and usability of the Class Vehicles purchased or leased by Plaintiffs and Class members. Whether a manufacturer's products are as stated by the manufacturer, backed by the manufacturer, and usable for the purpose for which they were purchased/leased, are material concerns to a consumer.

622. Ford actively concealed and/or suppressed these material facts, in whole or in part, to protect its reputation, sustain its marketing strategy, and avoid recalls that would hurt the brand's image and cost money, and it did so at the expense of Plaintiffs and Class members.

623. On information and belief, Ford has still not made full and adequate disclosure and continues to defraud Plaintiffs and Class members and conceal material information regarding defects that exist in Ford vehicles.

624. Plaintiffs and Class members were unaware of these omitted material facts and would not have acted as they did if they had known of the concealed and/or suppressed facts, in that they would not have purchased or leased their Class

Vehicles or would have paid less for them. Plaintiffs' and Class Members' actions were justified. Ford was in exclusive control of the material facts and such facts were not known to the public, Plaintiffs, or Class members.

625. Because of the concealment and/or suppression of the facts, Plaintiffs and Class members sustained damages because they negotiated and paid value for the Class Vehicles not considerate of the Brake System Defect that Ford failed to disclose, and they paid for temporary repairs and equally defective replacement parts to attempt to remedy the Defect. Had they been aware of the concealed Defect that existed in the Class Vehicles, Plaintiff and Class members would have paid less for their Vehicles or would not have purchased or leased them at all.

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

627. Ford's acts were done maliciously, oppressively, deliberately, with intent to defraud, and in reckless disregard of Plaintiffs' and Class members' rights and well-being to enrich Ford. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which amount is to be determined according to proof.

COUNT 34
UNJUST ENRICHMENT

628. Plaintiffs Bonasera, Leandro, Naasz, and Thuotte ("Plaintiffs," for purposes of the California Class's claims) incorporate by reference each allegation set forth in paragraphs 1-167.

629. Plaintiffs bring this Count individually and on behalf of the other members of the California Class (the "Class," for purposes of this Count)

630. Ford has been unjustly enriched by Plaintiffs and Class members purchasing/leasing Class Vehicles from Ford and purchasing replacement parts and services from Ford that Plaintiffs and Class members would not have purchased/leased but for Ford's misconduct alleged above with respect to the Brake System Defect.

631. Plaintiffs and Class Members unknowingly conferred a benefit on Ford of which Ford had knowledge, since Ford was aware of the defective nature of the Class Vehicles' Brake Systems, but failed to disclose this knowledge and misled Plaintiffs and Class members regarding the nature and quality of the Class Vehicles while profiting from this deception.

632. The circumstances are such that it would be inequitable, unconscionable, and unjust to permit Ford to retain the benefit of profits that it unfairly obtained from Plaintiffs and Class Members. These profits include the

premium price Plaintiffs and the Class paid for the Class Vehicles and the cost of the parts and services bought from Ford to temporarily fix the Brake System.

633. Plaintiff sand Class members, having been damaged by Ford's conduct, are entitled to recover or recoup damages as a result of the unjust enrichment of Ford to their detriment.

G. Claims Brought on Behalf of the New York Class

COUNT 35
VIOLATIONS OF NEW YORK
GENERAL BUSINESS LAW, DECEPTIVE ACTS AND PRACTICES
N.Y. GBL § 349

634. Plaintiff Adams ("Plaintiff," for purposes of the New York Class's claims) incorporates by reference each allegation set forth in paragraphs 1-167.

635. Plaintiff brings this count individually and on behalf of the other members of the New York Class (the "Class" for purposes of this Count).

636. Ford engaged in unlawful, unfair, and deceptive trade practices in violation of the New York Gen. Bus. Law § 349 by advertising, selling, and warranting the defective Class Vehicles.

637. Ford new that the Class Vehicles suffered from the Brake System Defect that causes the brakes to lose hydraulic pressure and fail.

638. In advertising, selling, and warranting the Class Vehicles, Ford omitted material facts concerning the Brake System Defect that results in reduced

hydraulic pressure and brake failure. Ford failed to give Plaintiff and the other Class members sufficient notice or warning regarding this defect.

639. Ford intended that Plaintiff and the other Class members rely upon Ford's omissions when purchasing Class Vehicles.

640. Plaintiff and other Class members were deceived by Ford's concealment of the defect.

641. Ford's conduct was in commerce and affected commerce.

642. As a direct and proximate result of these unfair, willful, unconscionable, and deceptive commercial practices, Plaintiff and other Class members have been damaged and are entitled to recover actual and treble damages, as well as attorneys' fees and costs, and all other relief allowed under N.Y. Gen. Bus. Law § 349.

COUNT 36
BREACH OF EXPRESS WARRANTY
N.Y. U.C.C. LAW §§2-313 AND 2-A-210

643. Plaintiff Adams ("Plaintiff," for purposes of the New York Class's claims) incorporates by reference each allegation in paragraphs 1-167.

644. Plaintiff brings this Count individual and on behalf of the other members of the New York Class (the "Class," for purposes of this Count).

645. Ford is and was at all relevant times a merchant with respect to the Class Vehicles.

646. In its Limited Warranty, Ford expressly warranted that it would repair or replace defective parts free of charge if the defect became apparent during the warranty period. Ford provides the flowing language in its F-150 Owner's manual, which upon information and belief, is substantially identical for all models:

> Your Bumper to Bumper Coverage lasts for three years—unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,00 miles . . . . Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. . . . Under your New Vehicle Limited Warranty if: your Ford vehicle is properly operated and maintained, and was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers 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 factor workmanship.

647. Ford's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the Brake System Defect.

648. Ford breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. Ford has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

649. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on

September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

650. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

651. Further, the Limited Warranty fails its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

652. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies allowed by law.

653. Also, as alleged in more detail herein, at the time Ford warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material

facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the Ford Vehicles under false pretenses.

654. As a direct and proximate result of Ford's breach of its express warranty, Plaintiff and the other Class Members have been damages in an amount to be determined at trial.

COUNT 37
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
N.Y. U.C.C. LAW §§ 2-314 AND 2-A-212

655. Plaintiff Adams ("Plaintiff," for purposes of the New York's Class's claims) incorporated by reference each allegation in paragraphs 1-167.

656. Plaintiff brings this Count individually and on behalf of the other members of the New York Class (the "Class," for purpose of this Count).

657. Ford is and was at all relevant times a merchant with respect to moto vehicles under N.Y. U.C.C. Law §§ 2-314 and 2-a-212.

658. Pursuant to N.Y. U.C.C. Law §§ 2-314 and 2-a-212, a warranty that the Class Vehicles were in merchantable condition is implied by law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

659. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of the sale and at all times thereafter, there were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which the

vehicles were used. Specifically, the Class Vehicles suffer from the Brake System Defect which causes the brakes to lose hydraulic pressure and fail.

660. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

661. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

662. Plaintiff and the other Class Members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of the warranty of merchantability.

663. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 38
FRAUDULENT OMISSION

664. Carson Adams ("Plaintiff," for purposes of the New York Class's claims) incorporates by reference each allegation in paragraphs 1-167.

665. Plaintiff brings this Count individually and on behalf of the other members of the New York Class (the "Class," for purposes of this Count).

666. Ford was aware of the Oil Consumption Defect when it marketed and sold the Class Vehicles to the Plaintiff and the other members of the Class.

667. Ford was aware of the Brake System Defect wen it marketed and sold the Class Vehicles to Plaintiff and the Class members.

668. Knowing about the Brake System Defect, and knowing the Plaintiff and other Class members could not have reasonable been expected to know of the Brake System Defect, Ford had a duty to disclose these defects to Plaintiff and the other Class members in connection with the sale of the Class Vehicles.

669. Ford disclosed information regarding the Class Vehicles' safety features, but Ford did not disclose the Brake System Defect to the Plaintiff or other Class members in connection with the sale of the Class Vehicles.

670. For the reasons set forth above, the existence of the Brake System Defect comprises material information with respect to the sale of the Class Vehicles.

671. In purchasing the Class Vehicles, Plaintiff and the other Class members reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles.

672. Had Plaintiff and the other Class members known of the Brake System Defect, they would not have purchased the Class Vehicles or would have paid less for the Class Vehicles.

673. Through its omission regarding the Brake System Defect, Ford intended to induce, and did induce, Plaintiff and other Class members to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicles than they otherwise would have paid.

674. As a direct and proximate result of Ford's omission, Plaintiff and the other Class members either paid too much for the Class Vehicles or would not have purchased the Class Vehicles if the Brake System Defect had been disclosed to them, and therefore have incurred damages in an amount to be determined at trial.

COUNT 39
UNJUST ENRICHMENT

675. Plaintiff Adams ("Plaintiff," for purposes of the New York Class's claims) incorporates by reference each allegation in paragraphs 1-167.

676. Plaintiff brings this Count individually and on behalf of the other members of the New York Class (the "Class," for purpose of this Count).

677. Ford has benefited from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiff and other Class members have overpaid for these vehicles.

678. Ford has received and retained unjust benefits from Plaintiff and other Class members, and inequity has resulted.

679. It is inequitable and unconscionable for Ford to retain thee benefits.

680. Because Ford concealed its fraud and deception, Plaintiff and the other Class members were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

681. Ford knowingly accepted the unjust benefits of its wrongful conduct.

682. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other Class members in an amount to be determined at trial.

H. Claims Brought on Behalf of the South Carolina Class

COUNT 40
VIOLATIONS OF THE SOUTH CAROLINA REGULATION OF MANUFACTURERS, DISTRIBUTORS, AND DEALERS ACT S.C. CODE ANN. §§56-151-10, *ET SEQ.*

683. Plaintiff Groce ("Plaintiff," for purposes of the South Carolina Class's claims) incorporates by reference the allegations in paragraphs 1-167.

684. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

685. Plaintiff and the Class members are natural persons and legal entities and, as such, constitute "persons" as defined by S.C. Code Ann. § 56-15-10(n).

686. Ford is a "manufacturer" as defined by S.C. Code Ann. § 56-15-10(b).

687. S.C. Code Ann. §§ 56-16-30 and 56-15-40 declare unlawful all "unfair and deceptive acts or practices" by a manufacturer.

688. S.C. Code Ann. § 56-15-110 provides a private right of action for any person who is injured in his or her business or property by an unfair and/or deceptive act or practice.

689. By the conduct described in detail above and incorporated herein, Ford engaged in unfair and/or deceptive acts or practices in violation of S.C. Code Ann. §§ 56-15-30 and 56-15-40.

690. Ford's omissions regarding the Brake System Defect, described above, that results in reduced hydraulic pressure and brake failure in the Class

Vehicles, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

691. Ford intended for Plaintiff and other Class members to rely on Ford's omissions regarding the Brake System Defect.

692. Plaintiff and other Class members justifiably acted and relied to their detriment upon Ford's omissions of fact concerning the above-described Brake System Defect that results in reduced hydraulic pressure and brake failure within the Class Vehicles, as evidenced by Plaintiff's and other Class members' purchases of the Class Vehicles.

693. Had Ford disclosed all material information regarding the Brake System defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

694. Ford's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other members of the Class.

695. In addition to being deceptive, the business practices of Ford were unfair because Ford knowingly sold Plaintiff and the other Class members Class Vehicles with defective engines that are essentially unusable for the purposes for

which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of Ford's exclusive knowledge of the Brake System Defect, the injury is not one the Plaintiff or other Class members could have reasonably avoided.

696. As a direct and proximate result of Ford's unfair and deceptive trade practices, Plaintiff and other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchases or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Brake System Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under S.C. Code Ann. § 56-15-110.

COUNT 41
BREACH OF EXPRESS WARRANTY
S.C. CODE ANN. §§36-2-313 AND 36-2A-210

697. Plaintiff Groce ("Plaintiff," for purposes of the South Carolina Class's claims) incorporates by reference the allegations in paragraphs 1-167.

698. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

699. Ford is and was at all relevant times a merchant with respect to Class Vehicles.

700. In its Limited Warranty, Ford expressly warranted that it would repair or replace defective parts free of charge if the defect became apparent during the warranty period. Ford provides the flowing language in its F-150 Owner's manual, which upon information and belief, is substantially identical for all models:

> Your Bumper to Bumper Coverage lasts for three years—unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,00 miles . . . . Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. . . . Under your New Vehicle Limited Warranty if: your Ford vehicle is properly operated and maintained, and was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers 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 factor workmanship.

701. Ford's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Class Vehicles.

702. Ford breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. Ford has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

703. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

704. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

705. Further, the Limited Warranty fails its essential purpose because the contractual remedy is insufficient to make Plaintiff and the other Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

706. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

707. Also, as alleged in more detail herein, at the time that Ford warranted and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the Class Vehicles under false pretenses.

708. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy repairs, as those incidental and consequential damages have already been suffered due to Ford's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

709. As a direct and proximate result of Gm's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 42
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
S.C. CODE ANN. §§ 36-2-314 AND 36-2A-212

710. Plaintiff Groce ("Plaintiff," for purposes of the South Carolina Class's claims) incorporates by reference allegations in paragraphs 1-167.

711. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

712. Ford is and was at all relevant times a merchant with respect to motor vehicles under S.C. Code Ann. §§ 36-2-104 and 36-2A-103.

713. Pursuant to S.C. Code Ann. §§ 36-2-314 and 36-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied by law, and the Class Vehicles were bought and sold subject to an implied warranty merchantability.

714. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of the sale and all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which the vehicles were used. Specifically, the Class Vehicles suffer from the Brake System Defect which causes reduced hydraulic pressure and brake failure.

715. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7,

2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

716. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

717. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of warranty of merchantability.

718. As a direct and proximate result of Ford's breach of the warranty of merchantability, Plaintiff and the other Class members have been damaged in an amount to be proven at trial.

COUNT 43
FRAUDULENT OMISSION

719. Plaintiff Groce ("Plaintiff," for purposes of the South Carolina Class's claims) incorporated by reference the allegations in paragraphs 1-167.

720. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

721. Ford was aware of the Brake System Defect with the Class Vehicles when it marketed and sold the Class Vehicles to Plaintiff and other Class members.

722. Having been aware of the Brake System Defect within the Class Vehicles, and having known that Plaintiff and the other Class members could not have reasonably been expected to know of the Brake System Defect, Ford had a duty to disclose the defect to Plaintiff and other Class members in connection with the sale or lease of the Class Vehicles.

723. Ford did not disclose the Brake System Defect within the Class Vehicles to Plaintiff and Class members in connection with the sale of the Class Vehicles.

724. For the reasons set forth above, the Brake System Defect comprises material information with respect to the sale or lease of the Class Vehicles.

725. In purchasing the Class Vehicles, Plaintiff and the other Class members reasonably relied on Ford to disclose known material defects with respect to the Class Vehicles.

726. Had Plaintiff and the other members of the Class known of the Brake System Defect, they would have not purchased the Class Vehicles or would have paid less for the Class Vehicles.

727. Through its omissions regarding the Brake System Defect, Ford intended to induce, and did induce, Plaintiff and the other members of the Class to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

728. As a direct and proximate result of Ford's omissions, Plaintiff and the other Class members either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Brake System Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 44
UNJUST ENRICHMENT

729. Plaintiff Groce ("Plaintiff," for purposes of the South Carolina Class's claims) incorporates by reference the allegations in paragraphs 1-167.

730. Plaintiff brings this Count individually and on behalf of the other members of the South Carolina Class (the "Class," for purposes of this Count).

731. Ford has benefited from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiff and the Class members overpaid for these vehicles.

732. Ford has received and retained unjust benefits from Plaintiff and the Class members, an inequity has resulted.

733. It is inequitable and unconscionable for the Ford to retain these benefits.

734. Because Ford concealed its fraud and deception, Plaintiff and the other Class members were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

735. Ford knowingly accepted the unjust benefits of its wrongful conduct.

736. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other Class members in amount to be proven at trial.

I. Claims Brought on Behalf of the West Virginia Class

COUNT 45
VIOLATIONS OF THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTIONS ACT W. VA. CODE §§46A-6-101, *ET SEQ.*

737. Plaintiff Willburn ("Plaintiff," for purposes of the West Virginia Class's claims) incorporates by reference the allegations in 1-167.

738. Plaintiff brings this claim individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).

739. The West Virginia Consumer Credit and Protections Act, W. Va. Code § 46A-6-104, states that, "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

740. By the conduct described in detail above and incorporated herein, Ford engaged in unfair or deceptive acts in violation of the West Virginia Consumer Credit and Protections Act.

741. Ford's omissions regarding the Brake System Defect, described above, that results in reduced hydraulic pressure and brake failure, are material facts that a reasonable person would have considered in deciding whether or not to purchase (or to pay the same price for) the Class Vehicles.

742. Ford intended for Plaintiff and the other Class members to rely on Ford's omissions regarding the Brake System Defect.

743. Plaintiff and the other Class members justifiably acted or relied to their detriment upon Ford's omissions of fact concerning the above-described Brake System Defect that results in reduced hydraulic pressure and brake failure, as evidenced by Plaintiff and the other Class members' purchases of Class Vehicles.

744. Had Ford disclosed all material information regarding the Brake System Defect to Plaintiff and the other Class members, Plaintiff and the other Class members would not have purchased or leased Class Vehicles or would have paid less to do so.

745. Ford's omissions have deceived Plaintiff, and those same business practices have deceived or are likely to deceive members of the consuming public and the other Class members.

746. In addition to being deceptive, the business practices of Ford were unfair because Ford knowingly sold Plaintiffs and Class members Class Vehicles with defective engines that are essentially unusable for the purpose for which they were sold. The injuries to Plaintiff and the other Class members are substantial and greatly outweigh any alleged countervailing benefit to Plaintiff and the other Class members or to competition under all of the circumstances. Moreover, in light of Ford's exclusive knowledge of the Brake System Defect, the injury is not one that Plaintiff or the other Class members could have reasonably avoided.

747. As a direct and proximate result of Ford's unfair and deceptive trade practices, Plaintiff and the other Class members have suffered ascertainable loss and actual damages. Plaintiff and the other Class members who purchased or leased the Class Vehicles would not have purchased or leased the Class Vehicles, or, alternatively, would have paid less for them had the truth about the Brake System Defect been disclosed. Plaintiff and the other Class members also suffered diminished value of their vehicles. Plaintiff and the other Class members are entitled to recover actual damages, attorneys' fees and costs, and all other relief allowed under W. Va. Code § 46A-6-101.

COUNT 46
BREACH OF EXPRESS WARRANTY
W. VA. CODE §§ 46-2-213 AND 46-2A-210

748. Plaintiff Willburn ("Plaintiff," for the purposes of the West Virginia Class's claims) incorporates by reference allegations in paragraphs 1-167.

749. Plaintiff brings this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).

750. Ford is and was at all relevant times a merchant with respect to the Class Vehicles.

751. In its Limited Warranty, Ford expressly warranted that it would repair or replace defective parts free of charge if the defect became apparent during the warranty period. Ford provides the flowing language in its F-150 Owner's manual, which upon information and belief, is substantially identical for all models:

> Your Bumper to Bumper Coverage lasts for three years—unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,00 miles . . . . Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. . . . Under your New Vehicle Limited Warranty if: your Ford vehicle is properly operated and maintained, and was taken to a Ford dealership for a warranted repair during the warranty period, then authorized Ford Motor Company dealers 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 factor workmanship.

752. Ford's Limited Warranty formed the basis of the bargain that was reached when Plaintiff and the other Class members purchased or leased their Class Vehicles equipped with the defective Class Vehicles.

753. Ford breached its express warranty to repair defects in materials and workmanship within the Class Vehicles. Gm has not repaired, and has been unable to repair, the Class Vehicles' materials and workmanship defects.

754. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

755. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

756. Further, the Limited Warranty fails in its essential purpose because the contractual remedy is insufficient to make Plaintiff and the Class members whole and because Ford has failed and/or has refused to adequately provide the promised remedies within a reasonable time.

757. Accordingly, recovery by Plaintiff and the other Class members is not limited to the limited warranty of repair to parts defective in materials and workmanship, and Plaintiff, individually and on behalf of the other Class members, seeks all remedies as allowed by law.

758. Also, as alleged in more detail herein, at the time that Ford warranted, leased, and sold the Class Vehicles it knew that the Class Vehicles did not conform to the warranty and were inherently defective, and Ford improperly concealed material facts regarding its Class Vehicles. Plaintiff and the other Class members were therefore induced to purchase or lease the Ford Vehicles under false pretenses.

759. Moreover, much of the damage flowing from the Class Vehicles cannot be resolved through the limited remedy repairs, as those incidental and consequential damages have already been suffered due to Ford's improper conduct as alleged herein, and due to its failure and/or continued failure to provide such limited remedy within a reasonable time, and any limitation on Plaintiff's and the other Class members' remedies would be insufficient to make them whole.

760. As a direct and proximate results of Ford's breach of its express warranty, Plaintiff and the other Class members have been damaged in an amount to be determined at trial.

COUNT 47
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
W. VA. CODE §§ 46-2-314 AND 46-2A-212

761. Plaintiff Willburn ("Plaintiff," for purposes of the West Virginia Class's claims) incorporates by reference the allegations in paragraphs 1-167.

762. Plaintiff brings this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).

763. Ford is and was at all relevant times a merchant with respect to motor vehicles under W. Va. Code §§ 46-2-104 and 46-2A-103.

764. Pursuant to W. Va. Code §§ 46-2-314 and 46-2A-212, a warranty that the Class Vehicles were in merchantable condition was implied in law, and the Class Vehicles were bought and sold subject to an implied warranty of merchantability.

765. The Class Vehicles did not comply with the implied warranty of merchantability because, at the time of sale and at all times thereafter, they were defective and not in merchantable condition, would not pass without objection in the trade, and were not fit for the ordinary purpose for which vehicles were used.

Specifically, the Class Vehicles suffer from the Brake System Defect which causes reduced hydraulic pressure and brake failure.

766. Plaintiff Weidman notified Ford of the Brake System Defect in the Class Vehicles via written on May 24, 2018, which Ford responded to on June 7, 2018. Ford received additional notice via written letter by Plaintiff Naasz on September 28, 2018. Notice from one consumer expressing intent to bring a representative claim on behalf of others satisfies the notice requirement for all putative claims. Additional notice of the Brake System Defect arrived through voluminous complaints filed by consumers either directly or through authorized dealerships

767. Further, Ford has refused to provide adequate warranty repair for the Brake System Defect, thus rendering any notice requirement futile. As states above, customers that have presented their vehicles for warranty repair due to Master Cylinder failure have simply been provided replacement defective Master Cylinders.

768. Plaintiff and the other Class members suffered injuries due to the defective nature of the Class Vehicles and Ford's breach of the warranty of merchantability.

769. As a direct and proximate result of the Ford's breach of warranty of merchantability, Plaintiff and the other Class members have been damages in an amount to be proven at trial.

COUNT 48
FRAUDULENT OMISSION

770. Plaintiff Willburn ("Plaintiff," for purposes of the West Virginia Class's claims) incorporates by reference the allegations in paragraphs 1-167.

771. Plaintiff brings this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).

772. Ford was aware of the Brake System Defect when it marketed and sold the Class Vehicles to Plaintiff and Class members.

773. Having been aware of the Brake System Defect within the Class Vehicles, and having known that Plaintiff and the other Class members could not have reasonably been expected to know of the Brake System Defect, Ford had a duty to disclose the defect to Plaintiff and the other Class members in connection with the sale or lease of the Class Vehicles.

774. Ford did not disclose the Brake System Defect within the Class Vehicles to Plaintiff and the other Class members in connection with the sale of Class Vehicles.

775. For the reasons set forth above, the Brake System Defect comprises material information with respect to the sale or lease of the Class Vehicles.

776. In purchasing the Class Vehicles, Plaintiff and the other Class members reasonably relied on Ford to disclose known material defect with respect to the Class Vehicles.

777. Had plaintiff and the other members of the Class known of the Brake System Defect, they would not have purchased the Class Vehicles or would have paid less for the Class Vehicles.

778. Through its omissions regarding the Brake System Defect, Ford intended to induce, and did induce, Plaintiff and the other Class members to either purchase a Class Vehicle that they otherwise would not have purchased, or pay more for a Class Vehicle than they otherwise would have paid.

779. As a direct and proximate result of Ford's omissions, Plaintiff and the other members of the Class either overpaid for the Class Vehicles or would not have purchased the Class Vehicles at all if the Brake System Defect had been disclosed to them, and, therefore, have incurred damages in an amount to be determined at trial.

COUNT 49
UNJUST ENRICHMENT

780. Plaintiff Willburn ("Plaintiff," for purposes of the West Virginia Class's claims) incorporates by reference the allegations in paragraphs 1-167.

781. Plaintiff brings this Count individually and on behalf of the other members of the West Virginia Class (the "Class," for purposes of this Count).

782. Ford has benefited from selling and leasing at an unjust profit defective Class Vehicles that had artificially inflated prices due to Ford's concealment of the Brake System Defect, and Plaintiff and Class members have overpaid for these vehicles.

783. Ford has received and retained unjust benefits from Plaintiff and the other members of the Class, and inequity has resulted.

784. It is inequitable and unconscionable for Ford to retain these benefits.

785. Because Ford concealed its fraud and deception, Plaintiff and the other Class members were not aware of the true facts concerning the Class Vehicles and did not benefit from Ford's misconduct.

786. Ford knowingly accepted the unjust benefits of its wrongful conduct.

787. As a result of Ford's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiff and the other Class members to be proven at trial.

J. Claims Brought on Behalf of the Michigan Class

COUNT 50
VIOLATION OF THE MICHIGAN CONSUMER PROTECTION ACT
(MICH. COMP. LAWS § 445.903, ET. SEQ.)

788. Plaintiff Tauriainen incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

789. Plaintiff Tauriainen brings this claim on behalf of himself and the Michigan Class.

790. Michigan Class Members were "person[s]" within the meaning of the Mich. Comp. Laws § 445.902(1)(d).

791. At all relevant times hereto, Ford was a "person" engaged in "trade or commerce" within the meaning of the Mich. Comp. Laws § 445.902(1)(d) and (g).

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

dangerous Brake System Defect in the Class Vehicles, Ford both participated in unfair, deceptive, and unconscionable acts that violated the Michigan CPA.

793. In the course of their business, Ford willfully failed to disclose and actively concealed the dangerous Brake System Defects in the Class Vehicles as described herein and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of Class Vehicles. Ford is directly liable for engaging in unfair and deceptive acts or practices in the conduct of trade or commerce in violation of the Michigan CPA.

794. As alleged above, Ford knew of the Brake System Defects, and the Michigan Class was deceived by Ford's omissions into believing the Class Vehicles were safe. The true information could not have reasonably been known by the consumer.

795. Ford knew or should have known that their conduct violated the Michigan CPA.

796. As alleged above, Ford made material statements about the safety and reliability of Class Vehicles that were either false or misleading.

797. Ford engaged in a deceptive trade practice when it failed to disclose material information concerning the Class Vehicles which it knew at the time of the sale. Ford deliberately withheld the information about the propensity for the Master Brake Cylinder to leak brake fluid and fail in order to ensure that consumers would purchase its vehicles and to induce the consumer to enter into a transaction.

798. Ford has known since as early as 2011 of the Brake System Defects that exist in millions of Class Vehicles sold in the United States. But, to protect its profits and to avoid remediation costs and a public relations nightmare, Ford concealed the Brake System Defect and allowed unsuspecting new and used car purchasers to continue to buy the Class Vehicles and allowed Plaintiffs and Class members owners to continue to drive highly dangerous vehicles.

799. Ford owed the Michigan Class an independent duty, based on their respective knowledge, to disclose the defective nature of Class Vehicles, including the propensity for the Master Brake Cylinder to leak brake fluid and fail, because Ford:

a. Possessed exclusive knowledge of the defects rendering Class Vehicles inherently more dangerous and unreliable than similar vehicles;

b. Intentionally concealed the hazardous situation with Class Vehicles through their deceptive marketing designed to hide the Brake System problems from Plaintiffs; and/or

c. Made incomplete representations about the safety and reliability of Class Vehicles generally, and the Brake System in particular, while purposefully withholding material facts from Plaintiffs that contradicted these representations.

800. Ford's unfair or deceptive acts or practices were likely to deceive reasonable consumers, including the Michigan Class, about the true safety and reliability of Class Vehicles. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles with an intent to mislead the Michigan Class.

801. The propensity of the Class Vehicles' Brake Systems leaking brake fluid and failing during ordinary operation was material to the Michigan Class. Had the Michigan Class known that their vehicles had this serious safety defect, they would either not have purchased their Class Vehicles, or would have paid less for them than they did.

802. The Michigan Class suffered ascertainable loss caused by Ford's failure to disclose material information. The Michigan Class overpaid for their vehicles and did not receive the benefit of their bargain. As the result of the concealment and failure to remedy the serious safety defect, the value of their

Class Vehicles has diminished now that the Brake System Defect in the Class Vehicles have come to light, and the Michigan Class owns vehicles that are defective and unsafe.

803. The Michigan Class has been damaged by Ford's misrepresentations, concealment, and non-disclosure of the Brake System Defect in the Class Vehicles, as they are now holding vehicles whose value has greatly diminished because of Ford's failure to timely disclose and remedy the serious defects.

804. Michigan Class Members were—and continue to be—at risk of irreparable injury as a result of Ford's acts and omissions in violation of the Michigan CPA, and these violations present a continuing risk to the Michigan Class as well as to the general public. Ford's unlawful acts and practices complained of herein affect the public interest.

805. The repairs instituted by Ford have not been adequate. The Safety Recall does not cover all Class Vehicles, and those that it does cover have simply had one defective part replaced with another.

806. As a direct and proximate result of Ford's violations of the Michigan CPA, the Michigan Class has suffered injury-in-fact and/or actual damage.

807. The Michigan Class seeks injunctive relief to enjoin Ford from continuing its unfair and deceptive acts; monetary relief against Ford measured as the greater of (a) actual damages in an amount to be determined at trial and

(b) statutory damages in the amount of $250 for each Michigan Class Member; reasonable attorneys' fees; declaratory relief in the nature of a judicial determination of whether each Company's conduct violated the Michigan Statute, the just total amount of penalties to be assessed against each thereunder, and the formula and procedure for fair and equitable allocation of statutory penalties among the Michigan Class; and any other just and proper relief available under Mich. Comp. Laws § 445.911.

808. The Michigan Class also seeks punitive damages against Ford because it carried out despicable conduct with willful and conscious disregard of the rights and safety of others. Ford intentionally and willfully misrepresented the safety and reliability of Class Vehicles, deceived Michigan Class Members, and concealed material facts that only it knew, all to avoid the expense and public relations nightmare of correcting flaws in the Class Vehicles it repeatedly promised Michigan Class Members were safe. Ford's unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages.

COUNT 51
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(MICH. COMP. LAWS § 440.2314)

809. Plaintiff Tauriainen incorporates by reference all allegations of the preceding paragraphs as though fully set forth herein.

810. Plaintiff Tauriainen brings this claim on behalf of himself and the Michigan Class.

811. Ford is a merchant with respect to motor vehicles within the meaning of Mich. Comp. Laws § 440.2314(1).

812. Under Mich. Comp. Laws § 440.2314, a warranty that the Class Vehicles were in merchantable condition was implied by law in the transactions when Michigan Class members purchased their Class Vehicles.

813. These vehicles, when sold and at all times thereafter, were not merchantable and are not fit for the ordinary purpose of providing safe and reliable transportation. Specifically, the Class Vehicles are inherently defective in that there are defects in the Brake System that allows for sudden loss of brake fluid and braking failure to occur.

814. Ford was provided notice of these issues by numerous complaints filed against them, internal investigations, and by numerous individual letters and communications sent by the Michigan Class before or within a reasonable amount of time after allegations of vehicle defects became public.

815. As a direct and proximate result of Ford's breach of the implied warranty of merchantability, the Michigan Class has been damaged in an amount to be proven at trial.

816. Plaintiffs also seek available declaratory relief. Based on Ford's continuing failures to fix the known defect, Plaintiffs seek declarations that:

a. The Class Vehicles are defective in that their Brake System leaks brake fluid, loses pressure, and fails. The Brake System Defect may not manifest until after the warranty provided by Ford has expired. The Brake System is material and requires disclosure to all Class Members.

b. All Class Members are to be provided the best practicable notice of the defect, which cost shall be borne by Ford.

c. Because the Class Vehicles have the Brake System Defect, and because Ford knew of this Defect before the time of sale or lease, the Ford warranty is insufficient to remediate the defects know by Ford to exist. Therefore Ford's existing warranty is invalid. Ford shall provide notice to all persons covered by that warranty of the removal of this time limitation.

d. Ford shall re-audit and reassess all prior warranty claims, including claims previously denied in whole or in part, where the denial was based on warranty or on other grounds, of claims related to the Brake System Defect in the Class Vehicles.

e. Ford shall establish a repair program and protocol to be communicated to class members, which will require Ford to inspect, upon request, a class member's vehicle to determine whether the Brake System Defect is

manifest. Any disputes over coverage shall be adjudicated by a Special Master appointed by the Court and/or agreed to by the parties.

COUNT 52
FRAUD BY CONCEALMENT

817. Plaintiff Tauriainen by reference all allegations of the preceding paragraphs as though fully set forth herein.

818. Plaintiff Tauriainen brings this claim on behalf of himself and the Michigan Class.

819. As described above, Ford made material omissions and affirmative misrepresentations regarding the Class Vehicles.

820. Ford knew these representations were false when made.

821. The vehicles purchased or leased by the Michigan Class were, in fact, defective, unsafe and unreliable, because the vehicles were subject to the Brake System leaking brake fluid, losing pressure, and failing.

822. Ford had a duty to disclose that these vehicles were defective, unsafe and unreliable in that the vehicles were subject to the Brake System's losing pressure, leaking brake fluid, and failing, because the Michigan Class relied on Ford's representations that the vehicles they were purchasing and retaining were safe and free from defects.

823. The aforementioned concealment was material, because if it had been disclosed the Michigan Class would not have bought, leased or retained their vehicles.

824. The aforementioned representations were also material because they were facts that would typically be relied on by a person purchasing, leasing or retaining a new or used motor vehicle. Ford knew or recklessly disregarded that their representations were false because they knew that people had experienced Brake System problems and failures as the result of the vehicles' defective Brake Systems. Ford intentionally made the false statements in order to sell vehicles and avoid the expense and public relations nightmare of a recall.

825. The Michigan Class relied on Ford's reputation—along with their failure to disclose the Brake System problems and Ford's affirmative assurance that its vehicles were safe and reliable and other similar false statements—in purchasing, leasing or retaining the Class Vehicles.

826. As a result of their reliance, the Michigan Class Members have been injured in an amount to be proven at trial, including, but not limited to, their lost benefit of the bargain and overpayment at the time of purchase and/or the diminished value of their vehicles.

827. Ford's conduct was knowing, intentional, with malice, demonstrated a complete lack of care, and was in reckless disregard for the rights of the Michigan Class, who are therefore entitled to an award of punitive damages.

VIII. RELIEF REQUESTED

WHEREFORE, Plaintiffs, individually and on behalf of the other members of the Nationwide and Statewide Classes, respectfully requests that the Court enter judgment in his favor and against Defendant Ford Motor Company as follows:

a. an order certifying the proposed Nationwide and Statewide Classes as requested herein, including subclasses, designating Plaintiffs as named representative of the Classes, and designating the undersigned as Class Counsel;

b. a declaration that the Brake Systems 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 the Class Vehicles, within a reasonable time period and at no cost to Class members, so that they no longer possess the Brake System 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 order that Ford must disgorge, for the benefit of Plaintiffs and Class members, all or part of the ill-gotten profits it received from the sale or lease of the Class Vehicles, or make full restitution to Plaintiff and Class members;

h. an award of attorneys' fees and costs, under Ala. Code. § 8-19-10, F.S.A. §§ 501.2105, Ga. Stat. Ann. § 10-1-399, Tex. Bus. & Com. Code § 17.46, Cal. Code Civ. Proc. § 1021.5, 15 U.S.C. § 2310(d)(1), and as otherwise allowed by law;

i. an award of pre-judgment and post-judgment interest, as provided by law;

j. leave to amend this Complaint to conform to the evidence produced at trial; and

k. such other relief as may be appropriate under the circumstances.

IX. DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: August 14, 2019

Respectfully submitted,

/s/ E. Powell Miller

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Additional Plaintiffs' Counsel

CERTIFICATE OF SERVICE

I hereby certify that, on August 14, 2019 I electronically filed the foregoing with the Clerk of the Court using the ECF system which will notify all counsel of record authorized to receive such filings.

THE MILLER LAW FIRM, P.C.

/s/ E. Powell Miller

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Rochester, Michigan 48307
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INDEX OF EXHIBITS

EXHIBIT	*DESCRIPTION*
Exhibit A	Plaintiff Roy Naasz's venue declaration
Exhibit B	CLRA Letter re Class Rep Roy Naasz
Exhibit C	Ford Motor Company Issues One Safety Recall
Exhibit D	Safety Recall 16S24 Letter to Authorized Dealerships
Exhibit E	Customer Complaints

EXHIBIT A

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN

ROY NAASZ, on behalf of himself and all others similarly situated, Plaintiff, v. FORD MOTOR COMPANY, Defendant.	CASE NO. _____ **VENUE DECLARATION OF ROY NAASZ** JURY TRIAL DEMANDED

I, Roy Naasz, under penalty of perjury, do hereby state as follows:

1. I am over the age of eighteen (18), and a Named Plaintiff and proposed Class Representative in the above-entitled action. This Declaration, which is based on my personal knowledge of the facts stated herein, is submitted in support of the Class Action Complaint filed concurrently herewith, pursuant to Cal. Civ. Code § 1780(d).

2. As Named Plaintiff, I bring this action for money damages, equitable relief, and restitution on behalf of myself and all similarly situated individuals and entities who were harmed by the practices described in the Complaint.

3. As detailed in the Complaint, Ford Motor Company has its principal place of business within the Eastern District of Michigan and some of the actions and events detailed in the Complaint took place in the Eastern District of Michigan.

I declare that the foregoing is true and correct. Executed in West Covina, California on October 10, 2018.

ROY NAASZ

EXHIBIT B

Lieff Cabraser Heimann & Bernstein
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
250 Hudson Street, 8th Floor
New York, NY 10013-1413
t 212.355.9500
f 212.355.9592

September 25, 2018

Annika K. Martin
Partner
akmartin@lchb.com

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Bradley M. Gayton
Group VP, CAO and General Counsel
Ford Motor Company
1 American Road, Room 1134
Dearborn, MI 48126-2701

The Corporation Company
Registered Agent for Ford Motor Company
40600 Ann Arbor Road East, Suite 201
Plymouth, MI 48170

RE: Ford F-150 Brake Failures

Dear Counsel:

We are writing on behalf of California resident Roy Naasz, who owns a 2015 Ford F-150, and others similarly situated (the "Class") to notify you that they have experienced failure of their Ford F-150 brake systems that we believe is due to defect that causes brake fluid to leak into the master cylinder, ultimately causing the brakes to fail (the "Brake Defect"). The apparently-defective brake systems are evidently used in Ford F-150s from model-years 2013-2018 (the "Subject Vehicles").

Upon information and belief, this Defect was and is well known to Ford. Accordingly, it appears that Ford knowingly manufactured and sold certain model-years of F-150 trucks with defectively designed Brake Systems. Mr. Naasz further alleges that Ford knew that replacing failed Brake System parts with the same defectively designed parts would result in repeated Brake System failures on the same vehicle. As a result of the failure of their Ford trucks' defectively designed Brake Systems, Mr. Naasz and the Class have been exposed to a serious safety risk, and have had to pay out of pocket to (apparently only temporarily) repair their vehicles' Brake Systems.

Although Ford issued a safety recall (16S24) to address loss of front brake function in a subset of model-year 2013 and 2014 Ford F-150s, specifically F-150s with 3.5L Ecoboost engines that were built between August 1, 2013 and August 31, 2014, that recall was inadequate because it does not include all model-year 2013-2014 F-150s or later model-year F-150s (despite that NHTSA complaints indicate the Defect affects all 2013-2014 trucks regardless of engine size, as well as 2015-2018 F-150s). Moreover, the recall remedy is inadequate because it simply calls for the replacement of one defective brake master cylinder with another of the same defective part.

Ford's conduct apparently constitutes violations of applicable express and implied warranties, as well as California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq*., which prohibits acts of "unfair competition" and the California Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750 *et seq*.

Mr. Naasz and the Class have suffered actual damages as a result of Ford's conduct, including but not limited to, the cost of repairs to the defective Brake Systems and purchasing a vehicle that they would not have purchased, or would have paid less for, had Ford not concealed the Defect from them prior to purchase or lease.

Mr. Naasz, on behalf of himself and the Class, hereby requests that within thirty (30) days of receiving this letter, Ford agree to correct, repair, replace, or otherwise permanently rectify the defective Brake Systems at no cost, as well as agree to reimburse Mr. Naasz and all Class members for any associated out-of-pocket expenses and lost time they have incurred due to the Brake System Defect. Unless these actions, as requested above, occur within the thirty-day timeframe, we intend to file a class action complaint for damages and attorneys' fees for violations of the CLRA, UCL, and applicable warranties.

Please contact me if you have any questions regarding this notice or the issues raised herein.

Thank you.

Very truly yours,

Annika K. Martin

AKM/wp
1623660.1

EXHIBIT C

FORD MEDIA CENTER

Ford Motor Company Issues One Safety Recall and One Safety Compliance Recall in North America

DEARBORN, Mich., May 25, 2016 – Ford Motor Company is issuing one safety recall and one safety compliance recall in North America. Details are as follows:

Ford issues safety recall for certain 2013-2014 Ford F-150 vehicles in North America to replace their brake master cylinders.
Ford is issuing a safety recall for approximately 271,000 2013-2014 Ford F-150 vehicles to replace brake master cylinders. In some vehicles, it is possible brake effectiveness could be reduced due to brake fluid leaking from the brake master cylinder into the brake booster, increasing the risk of a crash. The brake fluid leak affects brakes to the front wheels only and does not affect rear wheel braking.

Ford is aware of allegations of nine accidents with no injuries, and one alleged injury involving interaction with the vehicle's brakes but not associated with an accident.

Affected vehicles include certain 2013-2014 Ford F-150 vehicles equipped with 3.5-liter GTDI engines built at Dearborn Truck Plant, Aug. 1, 2013 through Aug. 22, 2014; and Kansas City Assembly Plant, Aug. 1, 2013 through Aug. 31, 2014. There are 270,873 vehicles affected including 225,012 in the United States and federalized territories, 43,682 in Canada and 402 in Mexico.

Dealers will replace the brake master cylinder at no cost to the customer. Additionally, dealers will replace the brake booster if they find leaks from the brake master cylinder.

Ford issues safety compliance recall for certain 2016 Lincoln MKX vehicles to replace seatback trim cover for second-row seat
Ford is issuing a safety compliance recall for five 2016 Lincoln MKX vehicles to replace the seatback trim cover for the left-side second-row seat and to install a tether cover bezel. In certain vehicles, the trim cover used for the second row was intended for the China market. As a result, the center tether anchor is covered by the trim cover.

Ford is not aware of any accidents or injuries associated with this issue.

Affected vehicles include five 2016 Lincoln MKX vehicles built at Oakville Assembly, Sept. 24-25, 2015. All are located in the United States.

Dealers will inspect and replace the seatback trim cover for the left-side second-row seat and install a tether cover bezel at no cost to the customer.

About Ford Motor Company

Ford Motor Company is a global company based in Dearborn, Michigan. The company designs, manufactures, markets and services a full line of Ford cars, trucks, SUVs, electrified vehicles and Lincoln luxury vehicles, provides financial services through Ford Motor Credit Company and is pursuing leadership positions in electrification, autonomous

vehicles and mobility solutions. Ford employs approximately 194,000 people worldwide. For more information regarding Ford, its products and Ford Motor Credit Company, please visit www.corporate.ford.com.

EXHIBIT D

Michael A. Berardi
Director
Service Engineering Operations
Ford Customer Service Division

Ford Motor Company
P. O. Box 1904
Dearborn, Michigan 48121

September 29, 2016

TO: All U.S. Ford and Lincoln Dealers

SUBJECT: **Safety Recall 16S24**
Certain 2013-2014 Model Year F-150 Vehicles Equipped with 3.5L Ecoboost Engines
Brake Master Cylinder Replacement

AFFECTED VEHICLES

Vehicle	Model Year	Assembly Plant	Build Dates
F-150	2013-2014	Dearborn Truck	August 1, 2013 through August 22, 2014
		Kansas City	August 1, 2013 through August 31, 2014

Affected vehicles are identified in OASIS and FSA VIN Lists.

REASON FOR THIS SAFETY RECALL

In some of the affected vehicles, a seal in the rear of the brake master cylinder may become compromised, allowing brake fluid to leak into the brake booster. If the brake fluid reservoir is depleted below a predetermined level, the driver will be alerted that brake system service is required. The alert will include an audible chime, a full screen message center alert, and illumination of the red brake warning indicator. If the brake fluid reservoir continues to be depleted, the driver may experience a change in brake pedal travel and feel, and reduced brake function in the front wheels without affecting brake function in the rear wheels. Reduced brake function in the front wheels can extend stopping distance, increasing the risk of a crash.

SERVICE ACTION

Dealers are to replace the brake master cylinder. This service must be performed on all affected vehicles at no charge to the vehicle owner.

OWNER NOTIFICATION MAILING SCHEDULE

Owner letters were mailed the week of July 11, 2016 informing customers that parts were not available in sufficient quantities to repair all vehicles.

Follow-up letters are expected to be mailed the week of October 24, 2016 informing owners that parts are now available for their vehicles. Dealers should repair any affected vehicles that arrive at their dealerships, whether or not the customer has received a letter.

PLEASE NOTE:

Federal law requires dealers to complete this recall service before a new vehicle is delivered to the buyer or lessee. Violation of this requirement by a dealer could result in a civil penalty of up to $21,000 per vehicle. Correct all vehicles in your new vehicle inventory before delivery.

ATTACHMENTS

Attachment I: Administrative Information
Attachment II: Labor Allowances and Parts Ordering Information
Attachment III: Technical Information
Owner Notification Letter
Recall Reimbursement Plan

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QUESTIONS & ASSISTANCE

For questions and assistance, contact the Special Service Support Center (SSSC) via the SSSC Web Contact Site. The SSSC Web Contact Site can be accessed through the Professional Technician Society (PTS) website using the SSSC link listed at the bottom of the OASIS VIN report screen or listed under the SSSC tab.

Sincerely,

Michael A. Berardi

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Safety Recall 16S24
Certain 2013-2014 Model Year F-150 Vehicles Equipped with 3.5L Ecoboost Engines
Brake Master Cylinder Replacement

OASIS ACTIVATION

OASIS was activated on May 24, 2016.

FSA VIN LISTS ACTIVATION

FSA VIN Lists were available through https://web.fsavinlists.dealerconnection.com on May 24, 2016. Owner names and addresses will be available by November 4, 2016.

NOTE: Your FSA VIN Lists may contain owner names and addresses obtained from motor vehicle registration records. The use of such motor vehicle registration data for any purpose other than in connection with this recall is a violation of law in several states, provinces, and countries. Accordingly, you must limit the use of this listing to the follow-up necessary to complete this recall.

STOCK VEHICLES

- Correct all affected units in your new vehicle inventory before delivery.
- Use OASIS to identify any affected vehicles in your used vehicle inventory.

SOLD VEHICLES

- Owners of affected vehicles will be directed to dealers for repairs.
- Immediately contact any of your affected customers whose vehicles are not on your VIN list but are identified in OASIS. Give the customer a copy of the Owner Notification Letter (when available) and schedule a service date.
- Correct other affected vehicles identified in OASIS which are brought to your dealership.

DEALER-OPERATED RENTAL VEHICLES

A new law prohibits a Rental Company from selling, renting or leasing vehicles subject to a safety or compliance recall. This could impact dealer-operated rental fleets of 35 vehicles or more, including FRAC, LRAC, and DDR vehicles. Please see EFC04833 for details and consult your legal counsel for legal advice.

TITLE BRANDED / SALVAGED VEHICLES

Affected title branded and salvaged vehicles are eligible for this recall.

ADDITIONAL REPAIR (LABOR TIME AND/OR PARTS)

Additional repairs identified as necessary to complete the FSA should be managed as follows:

- For vehicles within new vehicle bumper-to-bumper warranty coverage, follow existing warranty and policy guidelines for related damage claims. No SSSC approval is required for these vehicles:
    - Ford vehicles – 3 years or 36,000 miles
- For vehicles outside new vehicle bumper-to-bumper warranty coverage, submit an Approval Request to the SSSC Web Contact Site prior to completing the repair.

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Safety Recall 16S24
Certain 2013-2014 Model Year F-150 Vehicles Equipped with 3.5L Ecoboost Engines
Brake Master Cylinder Replacement

OWNER REFUNDS

- **This safety recall must still be performed, even if the owner has paid for a previous repair. Claiming a refund will not close the recall on the vehicle.**
- Ford Motor Company is offering a refund for owner-paid repairs covered by this recall if the repair was performed prior to the date indicated in the reimbursement plan, which is posted with this bulletin. Owners are directed to seek reimbursement through authorized dealers or, at their option, directly through Ford Motor Company at P.O. Box 6251, Dearborn, MI 48121-6251.
- Dealers are also pre-approved to refund owner-paid emergency repairs that were performed away from an authorized servicing dealer after the end date specified in the reimbursement plan. Non-covered repairs, or those judged by Ford to be excessive, will not be reimbursed.
- Refunds will only be provided for the cost associated with repairs caused by brake fluid leaks from the rear of the brake master cylinder.

RENTAL VEHICLES

The use of rental vehicles is not approved for this program.

CLAIMS PREPARATION AND SUBMISSION

- Enter claims using Direct Warranty Entry (DWE) or One Warranty Solution (OWS).
  - DWE: refer to ACESII manual for claims preparation and submission information.
  - OWS: when entering claims in DMS software, select claim type 31: Field Service Action. The FSA number (16S24) is the sub code.
- Additional labor and/or parts must be claimed as related damage on a separate repair line from the FSA.
- Submit refunds on a separate repair line.
  - Program Code: 16S24
  - Misc. Expense: REFUND
  - Misc. Expense: ADMIN
  - Misc. Expense: 0.2 Hrs.
- Multiple refunds should be submitted on one repair line and the invoice details for each repair should be detailed in the comments section of the claim.

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Safety Recall 16S24
Certain 2013-2014 Model Year F-150 Vehicles Equipped with 3.5L Ecoboost Engines
Brake Master Cylinder Replacement

LABOR ALLOWANCES

Description	Labor Operation	Labor Time
Replace brake master cylinder (includes time to bleed brakes)	16S24B	0.9 Hours

PARTS REQUIREMENTS / ORDERING INFORMATION

Part Number	Description	Order Quantity
EL3Z-2140-D	Brake master cylinder	1
PM-20	DOT 4 brake fluid (4 pints per sell pack, 3 pints needed)	1 sell pack

The DOR/COR number for this recall is 51056.

Order your parts through normal order processing channels. To guarantee the shortest delivery time, an emergency order for parts must be placed.

DEALER PRICE

For latest prices, refer to DOES II.

PARTS RETENTION AND RETURN

Follow the provisions of the Warranty and Policy Manual, Section 1 - WARRANTY PARTS RETENTION AND RETURN POLICIES.

EXCESS STOCK RETURN

Excess stock returned for credit must have been purchased from Ford Customer Service Division in accordance with Policy Procedure Bulletin 4000.

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CERTAIN 2013-2014 MODEL YEAR F-150 VEHICLES EQUIPPED WITH 3.5L ECOBOOST ENGINES — BRAKE MASTER CYLINDER REPLACEMENT

OVERVIEW

In some of the affected vehicles, a seal in the rear of the brake master cylinder may become compromised, allowing brake fluid to leak into the brake booster. If the brake fluid reservoir is depleted below a predetermined level, the driver will be alerted that brake system service is required. The alert will include an audible chime, a full screen message center alert, and illumination of the red brake warning indicator. If the brake fluid reservoir continues to be depleted, the driver may experience a change in brake pedal travel and feel, and reduced brake function in the front wheels without affecting brake function in the rear wheels. Reduced brake function in the front wheels can extend stopping distance, increasing the risk of a crash. Dealers are to replace the brake master cylinder.

SERVICE PROCEDURE

1. Replace the brake master cylinder. Please follow the Workshop Manual (WSM) procedures in Section 206-06.

NOTE: If there is a brake fluid leak from the rear of the brake master cylinder, the brake booster must be replaced. Please follow the WSM procedures in Section 206-07.

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DEARBORN, MICHIGAN 48121
9/2016

Ford Motor Company
Recall Reimbursement Plan for 16S24

Ford and Lincoln dealers are in the best position to quickly and efficiently process reimbursement requests. However, federal legislation requires all motor vehicle manufacturers to establish processes through which customers may seek recall reimbursement directly from the manufacturer or from the dealers.

Regarding the specific reimbursement plan for Recall # 16S24, owners who have paid for service to remedy the defect or noncompliance must have had that service performed prior to July 29, 2016. After this date, if repairs related to this recall are performed by a non-Ford repair facility in an emergency situation, customers must submit any refund requests through their dealership. As required by this federal regulation, Ford Motor Company submitted the details of its latest General Recall Reimbursement Plan in a letter to the National Highway Traffic Safety Administration (NHTSA) in February 2015. The following is the text of that letter and the Plan:

General Recall Reimbursement Plan
(As submitted to the NHTSA)

Pursuant to the requirements set forth in 49 CFR Part 573 and Part 577 of the Code of Federal Regulations, Ford Motor Company (Ford) is submitting required information pertaining to our general reimbursement plan for the cost of remedies paid for by vehicle owners before they are notified of a related safety recall.

Set forth below is Ford's general plan to reimburse owners and purchasers for costs incurred for remedies in advance of notification of potential safely-related defects or noncompliances pursuant to Part 573.6 (c)(8)(i). This plan has not changed since our February 20, 2015 submission.

Reimbursement Notification

Ford's notice to a vehicle owner in accordance with 49 CFR Part 577 will indicate that Ford is offering a refund if the owner paid to have service to remedy the defect or noncompliance prior to a specified ending date. In accordance with Part 573.13 (c)(2), this ending date will be defined as a minimum of ten calendar days after the date on which Ford mailed the last of its Part 577 notifications to owners, and will be indicated in the specific reimbursement plan available to owners for an individual recall. This notice will direct owners to seek eligible reimbursement through authorized dealers or, at their option, directly through Ford at the following address:

Ford Motor Company
P.O. Box 6251
Dearborn, MI 48121-6251

Ford notes that this rule allows for the identification of a beginning date for reimbursement eligibility. Under the rule, an owner who paid to remedy the defect or noncompliance prior to the identified beginning date would not be eligible for reimbursement. Ford generally has not established such a beginning date for reimbursement eligibility and does not presently anticipate changing this general policy. However, in any case where Ford determines a beginning date is appropriate, Ford will indicate that date in the owner notice. As permitted by 577.11(e), Ford may not include a reimbursement notification when all vehicles are well within the warranty period, subject to approval by the agency.

Costs to be Reimbursed

For vehicles, reimbursement will not be less than the lesser of:

- The amount paid by the owner for the remedy that specifically addressed and was reasonably necessary to correct the defect or noncompliance that is the subject of the recall, or
- The cost of parts for the remedy (to be no more than the manufacturer's list retail price for authorized part(s), plus associated labor at local labor rates, miscellaneous fees (such as disposal of waste) and taxes.

For replacement equipment, reimbursement will be the amount paid by the owner for the replacement item (limited by the amount of the retail list price of the defective or noncompliant item that was replaced, plus taxes, where the brand or model purchased by the owner was different than the brand or model that was the subject of the recall). If the item of motor vehicle equipment was repaired, the reimbursement provisions identified above for vehicles will apply.

Ford notes that costs incurred by the owner within the period during which Ford's original or extended warranty would have provided for a free repair of the problem will not be eligible for reimbursement, as provided by Part 573.13 (d)(1).

Entities Authorized to Provide Reimbursement

Ford will continue to use authorized dealers to reimburse owners under the specific reimbursement plans for a particular recall, and will encourage owners to pursue requests for reimbursement directly through dealers to expedite reimbursement. Ford will also provide a mailing address to which customers can, at their option, send requests for reimbursement directly to Ford, as previously noted. Requests for reimbursement sent directly to Ford may take up to 60 days to process. Whether the owner chooses to pursue reimbursement requests through a dealer or directly through Ford, the owner will be directed to submit the required documentation, upon which reimbursement eligibility will be determined.

Required Documentation

The reimbursement determination will depend upon the information provided by the customer. Consistent with Part 573.13 (d)(4) the following information must be submitted:

- Claimant name and address
- Vehicle make, model, and model year
- Vehicle identification number (VIN) and, for replacement equipment, a description of such equipment or, for tires, the model, size and TIN (DOT code)
- Identification of the recall number (either the Ford recall number or the NHTSA recall number)
- Identification of the owner of the recalled vehicle at the time that the pre-notification remedy was obtained
- An original receipt for the pre-notification remedy that includes a breakdown of the amount for parts, labor, other costs and taxes, including costs for the replacement item. Where the receipt covers work other than to address the recall or noncompliance, Ford may require the claimant to separately identify costs that are eligible for reimbursement.
- If the remedy was obtained during the warranty period, documentation indicating that the warranty was not honored or the warranty repair did not correct the problem related to the recall.

Failure to submit all of the above information may result in denial of the reimbursement request.

Additional Information

The Part 577 required owner notice will provide a toll-free telephone number through which specific information about the reimbursement plan can be requested from Ford. This general reimbursement plan will be incorporated into notifications pursuant to Part 573.6 by reference. Information specific to an individual recall also may be incorporated into the Part 573.6 notification.

EXHIBIT E

Report Safety Problem
Email Page
Print Page
Report a Safety Problem
Vehicle VIN or License Plate
NHTSA Recall Process
Have a safety-related Complaint? Let us know by going to our File a Safety Complaint page

Search Results

Below is a list of safety-related complaints received for this product. Complaints are entered into our complaint database and are used to determine if there is a recall or other safety-related defect trends.
Have a safety-related complaint? Let us know by going to our File a Safety Complaint page

COMPLAINTS: Displayed 1-10 of 12

Date Complaint Filed: 04/05/2021 **Date of Incident:** 12/18/2020
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11394000
Consumer Location: CLAYTON, MI
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
ON 12/18/2019 MY BRAKE VACUUM PUMP WENT OUT. I HAD IT REPLACED AT A DEALERSHIP. TOTAL COST $2,000.00. BRAKE CYLINDER, BRAKE BOOSTER, AND A CONNECTING PIPE HAD BEEN REPLACED THIS WAS APRIL 2019. I RECEIVED A LETTER FROM GM, DESCRIBING THIS ISSUE AND SAYING IF I HAVE LESS THAN 10,000 MILES OR BOUGHT IT BEFORE THE LAST 5 YEARS,WHICHEVER COME FIRST, THEY WILL FIX IT. I BOUGHT IT 2 YEARS AGO AND HAVE 12,000 MILES. I WENT BACK BACK TO THE DEALERSHIP AND THEY WOULD NOT FIX IT FOR MY REPAIR. SINCE THE PROBLEM CAME FROM THEIR PLANT, I HAVE MORE MILES ON MY TRUCK THAN THEY SAY THEY WILL COVER. BRAKES AND THE COMPONENTS ARE FRIKKIN' SCARY. I HAVE NEVER HAD A PROBLEM WITH THE TRUCK I HAD THESE EXPENSES. EVERY PERSON PAYS HARD EARNED MONEY FOR A NEW VEHICLE. MANUFACTURERS SHOULD BE REQUIRED TO BACK THEIR VEHICLES. I WAS DRIVING ON A SIDE STREET THAT HAS A STOP SIGN AND HAD ALL I COULD DO TO STOP IT. LISTING BOTH FIXES ON THE BRAKE PEDAL TRAVEL FOR YOUR TRUCK.
Request Recall 0

Date Complaint Filed: 03/07/2019 **Date of Incident:** 12/18/2018
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: SPRINGFIELD, GA
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
I HAVE A 2015 SILVERADO 1500 5.3 WITH ABOUT 90K MILES. WHILE I WAS PARALLEL PARKING, AFTER THE 2ND PUMP, I REALIZED THE TRUCK WASN'T STOPPING. I HAD TO SHIFT INTO LEGO TO WAKE IT STOP BEFORE HITTING THE CAR IN THE FRONT. I HAD TO PUMP THE BRAKE PEDAL MANY TIMES. BRAKE PADS AND ROTORS ARE FINE. I FELT SOMETHING ABNORMAL NOISE COMING FROM THE ENGINE AREA AT FULL STOP. THERE WAS A LOUD PULLY BEARING OR SIMILAR. I NOTICED IT THE DAY THE TRUCK STARTED ACTING UP I LOOKED ONLINE AND MULTIPLE WEBSITES AND UNDERSTANDING THIS IS A COMMON PROBLEM WITH THE VACUUM PUMP, BRAKE BOOSTER AND MASTER CYLINDER. THIS SHOULD BE A SAFETY RECALL.
Request Recall 0

Date Complaint Filed: 02/18/2019 **Date of Incident:** 12/18/2018
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: CHYNA, MI
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
WHEN COMING TO A STOP IN TRAFFIC THE BRAKES FAILED TO STOP MY TRUCK. I WAS GOING STRAIGHT AT A VERY LOW SPEED. THE PEDAL FELT LIKE I WAS PUSHING ON A BRICK. I DID GET MY TRUCK STOPPED AND GOT IT OFF THE ROAD. I CALLED MY DEALER WHO SAID THEY HAD NOT HEARD OF THIS PROBLEM BUT THOUGHT IT SOUNDED LIKE A BRAKE BOOSTER FAILURE. I CALLED GM CUSTOMER SERVICE THEY SAID THEY HAD NOTHING ON FILE ABOUT THIS. I THE TRUCK WAS OUT OF WARRANTY. UPON FURTHER READING I DISCOVERED THE TIME FOR MY TRUCK TO REPLACE THE BRAKE BOOSTER, MASTER CYLINDER, AND VACUUM PUMP. THE TRUCK IS BEING REPAIRED NOW. MY TRUCK HAS 41,000 MILES ON IT.
Request Recall 0

Date Complaint Filed: 02/18/2019 **Date of Incident:** 12/18/2018
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: GRANAM
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
WHILE DRIVING IN STOP AND GO TRAFFIC ON A CITY STREET MOVING STRAIGHT FORWARD AND INCHING THE BRAKES TO MOVE WITH THE TRAFFIC FLOW I NOTICED THAT THE BRAKE PEDAL GOT VERY HARD AND THE VEHICLE WAS CONTINUING TO MOVE FORWARD WITH THE THOUGH I HAD ALREADY PUSHING ON THE BRAKE PEDAL LIFTING MYSELF OFF MY SEAT THIS WAS NOTHING BEFORE I WAS NOT ABLE TO REACH ADEQUATE PARKING. I HAVE TAKEN THE VEHICLE TO MY DEALER AND THEY HAVE DIAGNOSED THE PROBLEM AS A BRAKE BOOSTER THAT I WOULD NEED TO REPLACE THE BRAKE SYSTEM VACUUM PUMP. THE BRAKE BOOSTER, BRAKE MASTER CYLINDER AND THE TUBING CONNECTING THE ITEMS. RESULTING IN A $1170.00 REPAIR AND THE SERVICE REP ALSO STATED THAT THIS WOULD HAVE ALL OF THE ISSUE BUT CAUTIONED THE OIL AND FILTER CHANGES NEEDS TO BE MAINTAINED ACCORDING TO THE MANUFACTURERS STANDARDS. I HAVE OWNED THIS VEHICLE FOR 2 YEARS AND I HAVE NEVER HAD ANY ISSUES WITH THE DEALER BRAKE SYSTEM. I AM UNAWARE OF THE ISSUE WHY IS THE NHTSA ON WHOM EVER CONTINUING TO LET THE DEALERS SELL THESE VEHICLES WITH KNOWN SAFETY PROBLEM WITHOUT ADDRESSING THE PROPER REPAIRS. STATED BY THE TIRTIERS THAT GM HAS SENT OUT TO THEIR SERVICE CENTERS. SERIOUS ACCIDENTS COULD AND SHOULD BE PREVENTED WITH THIS ISSUE.
Request Recall 0

Date Complaint Filed: 02/05/2019 **Date of Incident:** 11/05/2018
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: LAGRANGE, IN
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
AFTER DRIVING EXTENSIVELY THROUGH SEVERAL TOWNS, CITIES AND ON HIGHWAYS, THE BRAKES WENT OUT AS WE TURNED INTO OUR DRIVEWAY. HAROLD CHEVROLET DEALER AND SERVICE REPLACED MASTER CYLINDER, BRAKE BOOSTER, VACUUM PUMP AND HOSE BRAKE LINE. VACUUM PUMP LEAKED INTERNALLY INTO BRAKE BOOSTER. ($1938.96) THIS IS VERY DANGEROUS BECAUSE ACCORDING TO A NEWSPAPER, YOU ARE AWARE BUT HAVE FAILED TO WARN DRIVERS. I AM ASKING YOU TO WARN DRIVERS AND TELL UTE THIS TRUCK TO BACK MY RIGHT INTO THE LAKE SEVERAL TIMES A WEEK. IF THE BRAKES HAD FAILED, I DO NOT THINK I COULD HAVE SURVIVED WITH AGE 27L AND DRAMATIC INFORMITY OF FEET AND LEGS.THIS REALLY STRESSES ME.
Request Recall 0

Date Complaint Filed: 11/28/2018 **Date of Incident:** 11/08/2018
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: TUTTLE, OK
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
THE 6TH OF NOVEMBER 2018 WHILE TRAVELING THROUGH AUSTIN, TX. IN HEAVY TRAFFIC, I NEARLY REAR-ENDED ANOTHER VEHICLE. THE BRAKES GOT REAL HARD. THE VEHICLE KEPT ROLLING. THE BRAKES ACTED LIKE THE ENGINE WAS DEAD. I TRIED THEN AGAIN. THE ENGINE RESUMED SPEED. AND I TESTED THEN : ON THE THIRD PUMP I THEY WERE ROCK-HARD AGAIN. A VEHICLE WHO WAS BEHIND ANTONIO WAS ABLE TO COMPREHEND THE PROBLEM. I TESTED THE BRAKES AGAIN AND THEY WERE ROCK-HARD. I TOOK THE TRUCK TO A DEALERSHIP. THE CAUSE OF THE PROBLEM WAS THE ENGINE COOLANT DAMAGED THE VACUUM BOOSTER AND THE MASTER CYLINDER. HE TOLD ME THEY KNOWS ABOUT IT - #PITSTER#. BUT I WAS NEVER WARNED ABOUT IT - I AM SURE THEY REAR-ENDED ANOTHER VEHICLE THAT 48,000 MILES WHEN IT OCCURRED.
Request Recall 0

Date Complaint Filed: 11/24/2018 **Date of Incident:** 11/18/2018
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: LANAUTTE, MN
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
I WAS COMING OFF A HILL AND TRYING TO BRAKE BEFORE MAKING A TURN ONTO ANOTHER ROAD. THE BRAKE PEDAL WOULD NOT DEPRESS, FELT VERY HARD AND I WAS UNABLE TO STOP THE VEHICLE. I TOOK THE TRUCK TO A DEALER AND WAS TOLD IT WAS A FAULT IN THE BRAKE VACUUM BOOSTER AND MASTER CYLINDER. I WILL ATTACH THE INVOICE FOR THE PARTS. THE TRUCK IS STILL GETTING FIXED AND DO NOT HAVE AN INVOICE FOR LABOR YET.
Request Recall 0

Date Complaint Filed: 11/16/2018 **Date of Incident:** 11/07/2018
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: HEBER CITY, UT
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
I BROUGHT MY 2015 CHEVY SILVERADO 1500 TO A LOCAL REPAIR SHOP AS MY BRAKES WERE NOT FUNCTIONING PROPERLY. STOPPING REQUIRED VERY FORCEFUL DEPRESSING THE BRAKE PEDAL TO STOP. ON NOVEMBER 7, 2018 THE REPAIR SHOP CONTACTED THE LOCAL CHEVY SERVICE MANAGER TO DETERMINE IF THERE WAS A RECALL ON THE BRAKE BOOSTER. THE SERVICE MANAGER STATED THERE WAS NO RECALL. I WAS DETERMINED THAT MASTER CYLINDER AND BRAKE BOOSTER WERE DEFECTIVE AND NEEDED TO BE REPLACED. AFTER MAKING THE LONGEST DRIVE THE VEHICLE HAD SAME BRAKE PROBLEMS MAKING IT EXTREMELY DIFFICULT TO DRIVE COMMUTE. I WAS THE VEHICLE WAS TAKEN BACK TO THE LOCAL AUTO REPAIR ON NOVEMBER 10TH. THE REPAIR SHOP CALLED BACK THE DEALER AND SPOKE WITH PARTS MANAGER TO SEE IF THERE WAS A RECALL ON THE BRAKE BOOSTER. THE REPAIR SHOP AS THEY HAD A JOB BLEEDING IN THESE BRAKE AND WAS UNABLE TO COMPLETE THE REPAIR. THE REPAIR SHOP REQUESTED THAT I WAIT A CUSTOMER SERVICE REP THAT THEY DID NOTICE AN ISSUE AS THEY HAD SOLD 10 AIRS PUMPS IN JUST ONE WEEK TO THE LOCAL REPAIR SHOP REPLACING THE AIRS PUMP. THE DEFECTIVE BRAKE EQUIPMENT PLACED MY FAMILY AT RISK AND MY MOTOR VEHICLE WAS NOT IMPORTANTLY THIS DEFECTIVE BRAKE EQUIPMENT IN THE RECENT MODEL CHEVY SILVERADO IS A SIGNIFICANT SAFETY ISSUE. HAD THERE BEEN A RECALL TO STOP QUICKLY I FEEL CONFIDENT I WOULD NOT HAVE BEEN ABLE TO AVOID COLLISION.
Request Recall 0

Date Complaint Filed: 09/06/2018 **Date of Incident:** 08/07/2018
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: EMMETT, MI
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
TL: THE CONTACT DRIVES A 2015 CHEVROLET SILVERADO 1500, WHILE THE CONTACT'S SPOUSE WAS DRIVING 5 MPH, THE BRAKE PEDAL WAS DEPRESSED, BUT FAILED TO SLOW THE VEHICLE. THE CONTACT STATED THAT THE BRAKE BRAKE PEDAL FELT SOFT. THE VEHICLE WAS TOWED TO A LOCAL MORAN CHEVROLET (LOCATED AT 4011 24TH AVE, PORT GRATIOT, TWP. MI 48359, 313-202-4300) WHERE IT WAS DIAGNOSED THAT THE VACUUM PUMP, BRAKE BOOSTER, BRAKE LINES, AND BRAKE MASTER CYLINDER NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE APPROXIMATE FAILURE MILEAGE WAS 63,324.
Request Recall 0

Date Complaint Filed: 01/24/2018 **Date of Incident:** 11/09/2016
Component(s): ENGINE, SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: INDIANAPOLIS, IN
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
I HAVE A 2014 SILVERADO WITH 80K MILES. ON SUNDAY, I WAS PULLING INTO THE GARAGE AFTER A SHORT DRIVE AND LOST MOST OF THE BRAKING POWER. I WAS ABLE TO STOP THE TRUCK BY PUSHING THE BRAKE PEDAL HARD. I IMMEDIATELY DROVE BACKWARDS AND IT DID THE SAME THING. I REMOVED THE VEHICLE THE NEXT DAY AND WENT MINDY DURING ALL OF THE TIME THE ABS LIGHT NEVER CAME ON. I TOOK THE VEHICLE TO MY DEALER. THEY SAID THERE WERE SOME BAD SYSTEMS. A CUSTOMER MAY COMMENT ON A HARD BRAKE PEDAL OR THAT INCREASED EFFORT IS NEEDED TO DEPRESS THE BRAKE PEDAL. AFTER PERFORMING NORMAL DIAGNOSTICS, FLUID MAY BE FOUND IN THE BRAKE BOOST AND/OR THE BOOSTER MASTER CYLINDER. IF ENGINE OIL IS FOUND, IT IS IMPORTANT THE FOLLOWING PARTS ARE REPLACED. IF NOT, THE CONDITION WILL RETURN. 1. VACUUM PUMP 2. VACUUM LINE BETWEEN PUMP AND BOOSTER 3. BRAKE BOOSTER 4. BRAKE MASTER CYLINDER. AFTER FINDING THIS AND READING ALL THE ACCOUNTS I FEEL LIKE GM NEEDS TO MAKE THIS A SPECIAL COVERAGE. THIS IS 100% SAFETY CONCERN.
Request Recall 0

Date Complaint Filed: 12/27/2017 **Date of Incident:** 12/01/2017
Component(s): SERVICE BRAKES **NHTSA ID Number:** 11000000
Consumer Location: GLENDALE, AZ
All Products Associated with this Complaint

Vehicle: **Crash:** No **Fire:** No **Number of Injuries:** 0 **Number of Deaths:** 0
Manufacturer: General Motors LLC
Vehicle Identification No. (VIN): 1GCUYDED7LZ...
SUMMARY:
PER ATTACHED WORK ORDERS, MY BRAKES WERE GOING TO THE FLOOR IN REVERSE ONLY. THEY REPLACED MASTER CYLINDER AND BRAKE BOOSTER. I FIXED. SEVERAL WEEKS LATER HAPPENED AGAIN SO NOW REPLACED VACUUM & BOOSTER PUMP THAT WAS STIRRED ADD. STILL HAPPENS AFTER COMPLAINT WITH GM BUT THEY SAID NOTHING THEY COULD DO THESE HAVE NO WARNING OR MECHANICAL PROBLEMS SHOULD PROBABLY NEVER HAVE OUT PRIOR TO 6C THIS WAS NOT ENOUGH TIME TO REPLACE THE MASTER CYLINDER BRAKES BUT WHAT? NOT HORSE UP A TRAILER? WHEN PEER POINTED THIS OUT THEY SAID COULD NOT FIND ANYTHING WRONG THE THEY REPLACED ELECTRONIC SWITCH AS "BAD". PERSONALLY I FEEL IT HAS NOTHING TO DO WITH ALL THE PARTS REPLACED AND FIELD STRIKING THE ELECTRONICS AND RELATED TO THE ABS BRAKING SYSTEM ELECTRONICS OR OTHER BOARD. VEHICLE WAS IN REVERSE WHONG SLOWLY DRAGGED REAR BUMPER LAST TIME. I WAS ABLE TO STOP BY PUSHING HARD ON BRAKE PEDAL BEHIND ME COMPLAINING THE THING IS A DANGER THAT I COULD HAVE BEEN CRUSHED OR INJURED SERIOUSLY. I FEEL THIS IS A RECALL RATING TO HAPPEN.
Request Recall 0

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Filter Complaints

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