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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA – SAN FRANCISCO DIVISION

DAVID BARANCO, JAMES ABBITT,
 HARRIET ABRUSCATO, DONALD
 BROWN, DANIEL CARON, GARY
 DICKEN, ANITA FARRELL, JOHN
 FURNO, GREG GARAT, JOHN
 HANNAH, GARY KUBBER, MALISA
 NICOLAU, and APRIL NICOLO,
 individually and on behalf of all others
 similarly situated,

Plaintiffs,

v.

FORD MOTOR COMPANY, a Delaware
 corporation,

Defendant.

Case No. 3:17-cv-03580-EMC

THIRD AMENDED CLASS ACTION COMPLAINT

CLASS ACTION

District Judge Edward M. Chen
 Courtroom 5, 17th Floor

Complaint Filed: June 21, 2017
 Trial Date: Not Yet Set

JURY TRIAL DEMANDED

1 Plaintiffs David Baranco, James Abbitt, Harriet Abruscato, Donald Brown, Daniel
 2 Caron, Gary Dicken, Anita Farrell, John Furno, Greg Garat, John Hannah, Gary Kubber,
 3 Malisa Nicolau, and April Nicolo, individually and on behalf of all others similarly situated,
 4 upon personal knowledge of the facts pertaining to themselves and on information and belief
 5 as to all other matters, by and through undersigned counsel, hereby bring this class action
 6 complaint against Defendant Ford Motor Company, and allege as follows:

7 NATURE OF THE CASE

8 1. Certain model year Ford and Lincoln vehicles contain defects within the door
 9 latch assembly that can cause unwarranted “door ajar” warnings which lead to the doors not
 10 locking and the battery depleting. The models and model years at issue are: 2011 to 2016 Ford
 11 Edges, 2012 to 2014 Ford Flexes, 2013 to 2014 Ford Explorers, 2011 to 2013 Lincoln MKXs,
 12 and 2013 Lincoln MKTs (collectively, “Subject Vehicles”).

13 2. All Subject Vehicles share a common defect: the vehicles frequently, but
 14 intermittently, display a false “door ajar” warning even when all doors are closed. The
 15 warning may remain active for hours, including after the vehicle is turned off, and it does not
 16 deactivate when the doors are opened and shut once again. When the warning is falsely
 17 activated, the vehicle’s safety door lock mechanism is defeated, all doors unlock, and the
 18 driver is unable to relock them, permitting passengers to open the doors while the vehicle is in
 19 motion and allowing the doors to open in the event of an accident, thereby increasing the risk
 20 of harm to the vehicle’s occupants. These false warnings can also cause the interior dome
 21 lights to illuminate and remain on while an audible alarm sounds repeatedly. The failure of the
 22 dome lights to extinguish makes it difficult to see the road and other vehicles at night and
 23 difficult to reverse. And because the lights can remain on long after the vehicle is turned off,
 24 the battery is at risk of draining.

25 3. Owners whose vehicles are still covered by Defendant’s three-year warranty are
 26 required to pay a \$100 deductible for the repair and/or a diagnostic fee between \$100 and
 27 \$200. However, the defect often continues to arise outside of the warranty period, requiring
 28 owners to pay up to \$700 or more to repair a problem Defendant knows will affect many of its

1 customers. Further, owners have reported that the problem continues to occur even after
2 dealer service technicians make the repair, indicating a mechanical or electrical defect with the
3 door latch assembly switch itself. Many owners have had to pay for several repairs, costing
4 even more money and repeatedly imposing on their time.

5 4. The warning lights and audible alerts in Subject Vehicles are an integral
6 function of these vehicles' safety systems. They alert drivers to important vehicle conditions,
7 including potential dangers and service issues that require operator response to prevent a
8 hazard or an expensive repair.

9 5. Door locks are crucial to the occupant protection systems in a vehicle because
10 they provide increased securement of the vehicle door, protecting occupants from ejection
11 from the vehicle during rollover crashes, saving hundreds of lives each year. Thus, the
12 National Highway Traffic Safety Administration ("NHTSA") has urged that parents look for
13 automated safety locks when purchasing or leasing a vehicle to reduce the risk of children
14 being ejected.

15 6. Studies show that glare from interior vehicle lights activated during nighttime
16 driving reduce driver visibility and increase driver distraction. For these reasons, automakers,
17 such as Defendant, install auto-dimming technology into their vehicles' dashboard gauges.

18 7. Consumers rely on automakers, such as Defendant, to promptly inform them
19 and initiate a remedy or countermeasure when it discovers a vehicle model contains a defect,
20 especially one that exists in multiple models and model years and puts the safety of themselves
21 and their passengers at risk.

22 8. Defendant has represented that its vehicles are safe and the warnings and alarms
23 will sound only if a vehicle door is open. Defendant's customers reasonably expect their
24 vehicles to perform as represented by Defendant. Contrary to this promise and expectation,
25 Subject Vehicles were designed, manufactured, and sold with a door latch assembly defect that
26 incorrectly recognizes the door as ajar when it is closed. This defect may manifest suddenly
27 and unexpectedly and give rise to safety issues. As a result, Subject Vehicles' doors remain
28 unlocked and the internal door warning lights remain on, which render the vehicles unsafe.

1 9. Ford has long known that the door latch assemblies on Subject Vehicles were
2 defective through various sources including: (1) its own records of customer complaints;
3 (2) dealership records; (3) records from and to the NHTSA; (4) warranty and post-warranty
4 claims; (5) door latch and door sensor failure in prior model years with similar defects; and
5 (6) pre-sale durability testing. In fact, in 2014, Ford issued a Technical Service Bulletin
6 (“TSB”) to dealers advising that some Subject Vehicles “may exhibit a door ajar lamp
7 illuminated with all doors closed” and instructing service technicians to clean the door latch
8 electrical connector. TSBs are not sent to customers or reported publicly.

9 10. As of September 2016, NHTSA had received 1,560 complaints related to the
10 2011 to 2013 Ford Edge. NHTSA reported in March 2017 that Ford had received 1,418
11 complaints relating to these vehicles and 33,074 warranty claims for the false “door ajar”
12 defect on these vehicles as of November 2016.

13 11. Ford admits that a change it implemented to the Body Control Module
14 beginning with its model year 2011 vehicles created a defect causing contamination buildup in
15 the connector, resulting in the false “door ajar” warning.

16 12. Despite its knowledge of the safety risks and high repair expenses associated
17 with this defect, Ford failed to disclose the existence of the defect to Plaintiffs, other Class
18 members, and the public. If Ford had disclosed this information, either through its dealers or
19 the media, Plaintiffs would have had access to the information. Nor has Ford paid for the
20 repairs, offered to reimburse Subject Vehicle owners for costs incurred to identify and repair
21 this defect, extended the warranty, or issued a recall. Rather, Defendant has refused to take
22 any action to correct this concealed design defect.

23 13. Plaintiffs and Class members purchased and leased Subject Vehicles that are of
24 a lesser standard, grade, value, and quality than represented, and they did not receive vehicles
25 that met ordinary and reasonable consumer expectations regarding safe and reliable operation.

26 14. As a result of Defendant’s unfair, deceptive, and/or fraudulent conduct, owners
27 of Subject Vehicles have suffered loss of money and/or lost value. Plaintiffs and Class
28 members have suffered injury in fact and incurred damages.

JURISDICTION AND VENUE

15. The Court has jurisdiction over Plaintiffs' claims pursuant to 28 U.S.C. §1332(d) because: (a) this action is brought as a proposed class action under Fed. R. Civ. P. 23; (b) the proposed Class includes more than 100 members; (c) many of the proposed Class members are citizens of states that are diverse from Defendant's citizenship; and (d) the matter in controversy exceeds \$5,000,000, exclusive of interest and costs.

16. Venue is proper in this judicial District under 28 U.S.C. §1391(b) because a substantial part of the challenged conduct or omissions giving rise to claims occurred and/or emanated from this District, Ford maintains one of the largest automotive research centers in this District, and Defendant has caused harm to Class members residing in this District.

PARTIES

17. Plaintiff David Baranco resides in, and is a citizen of, the State of California. On or around March 30, 2016, Mr. Baranco, who resides in San Rafael, purchased a 2013 Ford Edge in Santa Clara, California, after visiting several Ford dealerships. Within a week of his purchase, Mr. Baranco's Ford Edge manifested the "door ajar" defect, which defect continues and is ongoing.

18. Plaintiff James Abbitt resides in, and is a citizen of, the State of North Carolina. On or around July 5, 2013, Mr. Abbitt took delivery of the new 2013 Ford Flex SE he purchased through the military. Mr. Abbitt experienced the "door ajar" defect in 2015 in one door, and in 2017 in another. After the second manifestation, Mr. Abbitt decided to repair the defect, incurring out-of-pocket costs for the repair.

19. Plaintiff Harriet Abruscato resides in, and is a citizen of, the State of Illinois. Ms. Abruscato is the owner of a 2013 Ford Edge, which she purchased new from Arlington Heights Ford in Arlington Heights, Illinois, in or around March 2013. The "door ajar" defect manifested in Ms. Abruscato's vehicle on two separate occasions. After the second manifestation, Ms. Abruscato decided to repair the defect, incurring out-of-pocket costs for the repair.

20. Plaintiff Donald Brown resides in, and is a citizen of, the State of New Hampshire. On or around July 31, 2012, Mr. Brown purchased a new 2013 Ford Edge from a Ford dealer in Manchester, New Hampshire. Approximately a year and half after his purchase, Mr. Brown experienced the “door ajar” defect. A Ford technician purportedly repaired the defect; however, it manifested again approximately one year later. On both occasions, Mr. Brown incurred out-of-pocket costs to repair the defect.

21. Plaintiff Daniel Caron resides in, and is a citizen of, the State of Massachusetts. On or around September 1, 2013, Mr. Caron purchased a new 2013 Ford Flex from a Ford dealer in Las Cruces, New Mexico. At just over 50,000 miles, Mr. Caron’s Ford Flex manifested the “door ajar” defect. Mr. Caron incurred out-of-pocket costs to repair the defect.

22. Plaintiff Gary Dicken resides in, and is a citizen of, the State of Ohio. On or around December 31, 2012, Mr. Dicken purchased a new 2013 Ford Edge from Ricart Ford, an authorized Ford dealer in Columbus, Ohio. Mr. Dicken’s Ford Edge first manifested the “door ajar” defect in early 2016, while the vehicle was still under warranty. Mr. Dicken attempted to have the defect repaired under the warranty, but was told by the Ford authorized repair facility that the warranty did not cover repairs of the door ajar defect. The defect continues and is ongoing.

23. Plaintiff Anita Farrell resides in, and is a citizen of, the State of Florida. On or around November 18, 2013, Ms. Farrell purchased a 2012 Ford Edge from Carmax, a used car retailer located in Jacksonville, Florida. In or around October 2015, Ms. Farrell experienced the “door ajar” defect. A Ford dealer purportedly repaired the defect; however, it manifested again about a year and half later. On both occasions, Ms. Farrell incurred out-of-pocket costs to repair the defect.

24. Plaintiff John Furno resides in, and is a citizen of, the State of Illinois. On or around January 1, 2014, Mr. Furno purchased a 2013 Ford Edge from Carmax, a used car retailer located in Schaumburg, Illinois. In or around May 2016, Mr. Furno experienced the “door ajar” defect. A Ford dealer purportedly repaired the defect; however, it manifested

1 again just six months later. On both occasions, Mr. Furno incurred out-of-pocket costs to
2 repair the defect.

3 25. Plaintiff Greg Garat resides in, and is a citizen of, the State of Washington. On
4 or around June 29, 2012, Mr. Garat purchased a used 2011 Ford Edge LTD from Evergreen
5 Ford, an authorized Ford dealer, in Issaquah, Washington. Mr. Garat's Ford Edge first
6 manifested the "door ajar" defect in late October or early November of 2016. Mr. Garat
7 incurred out-of-pocket expenses to repair the defect.

8 26. Plaintiff John Hannah resides in, and is a citizen of, the State of Maryland. On
9 or around October 19, 2012, Mr. Hannah purchased a new 2013 Ford Edge from Prince
10 Frederick Ford, an authorized Ford dealer, in Prince Frederick, Maryland. In May 2016, the
11 "door ajar" defect manifested. Mr. Hannah incurred out-of-pocket expenses to repair the
12 defect.

13 27. Plaintiff Gary Kubber resides in, and is a citizen of, the State of New York. On
14 or around May 3, 2014, Mr. Kubber purchased a Ford-certified pre-owned 2013 Ford Edge in
15 Pulaski, New York. Approximately two years later, Mr. Kubber's Ford Edge manifested the
16 "door ajar" defect. The defect was purportedly repaired by a Ford dealership in Pulaski, but
17 the defect again manifested approximately one week later. Mr. Kubber thereafter paid to have
18 the defect repaired by a third-party repair facility in Syracuse.

19 28. Plaintiff Malisa Nicolau resides in, and is a citizen of, the State of California.
20 On or around June 17, 2015, Ms. Nicolau purchased a 2013 Ford Edge from Encinitas Ford,
21 located in Encinitas, California. In or around December 2015, Ms. Nicolau experienced the
22 "door ajar" defect, which was purportedly repaired by a Ford dealer. Less than a year and half
23 later, in May 2017, the defect again manifested. Ms. Nicolau incurred out-of-pocket costs to
24 repair the defect.

25 29. Plaintiff April Nicolo resides in Yardville, New Jersey, and is a citizen of the
26 State of New Jersey. Ms. Nicolo owns a 2013 Ford Edge that she purchased at Lucas Ford
27 located in Burlington, New Jersey, on or around December 21, 2016. The vehicle was
28 warrantied at the time of purchase and had been driven just 54,000 miles. Less than six

1 months after purchasing the vehicle, Ms. Nicolo experienced the “door ajar” defect in the
 2 driver’s side front door of her vehicle and paid a third-party repair facility out-of-pocket to
 3 repair the defect. A few months later, Ms. Nicolo experienced the defect in the driver’s side
 4 rear door of her vehicle, and paid Lucas Ford out-of-pocket to repair the defect.

5 30. Defendant Ford Motor Company (“Ford”) is incorporated in the State of
 6 Delaware and is headquartered in Dearborn, Michigan. Ford sells, markets, distributes, and
 7 services Ford and Lincoln vehicles in California and throughout the United States, including
 8 Subject Vehicles. It is the parent company of Lincoln Motor Company. Ford established and
 9 operates the Ford Research and Innovation Center in Palo Alto, California.

10 31. Lincoln Motor Company (“Lincoln”) is headquartered in Dearborn, Michigan.
 11 Lincoln sells, markets, distributes, and services Lincoln vehicles in California and throughout
 12 the United States, including the Lincoln Subject Vehicles. It is a division of Ford Motor
 13 Company. Ford and Lincoln are the alter egos of one another and operate as a single business
 14 enterprise for the production, marketing, and sale of Subject Vehicles.

15 **FACTUAL BACKGROUND**

16 **I. THE FALSE “DOOR AJAR” WARNING DEFECT**

17 32. The Ford Edge is a midsize crossover SUV that debuted in model year 2007.
 18 For model year 2011, Ford unveiled the next generation Edge with new features both
 19 externally and in the interior.

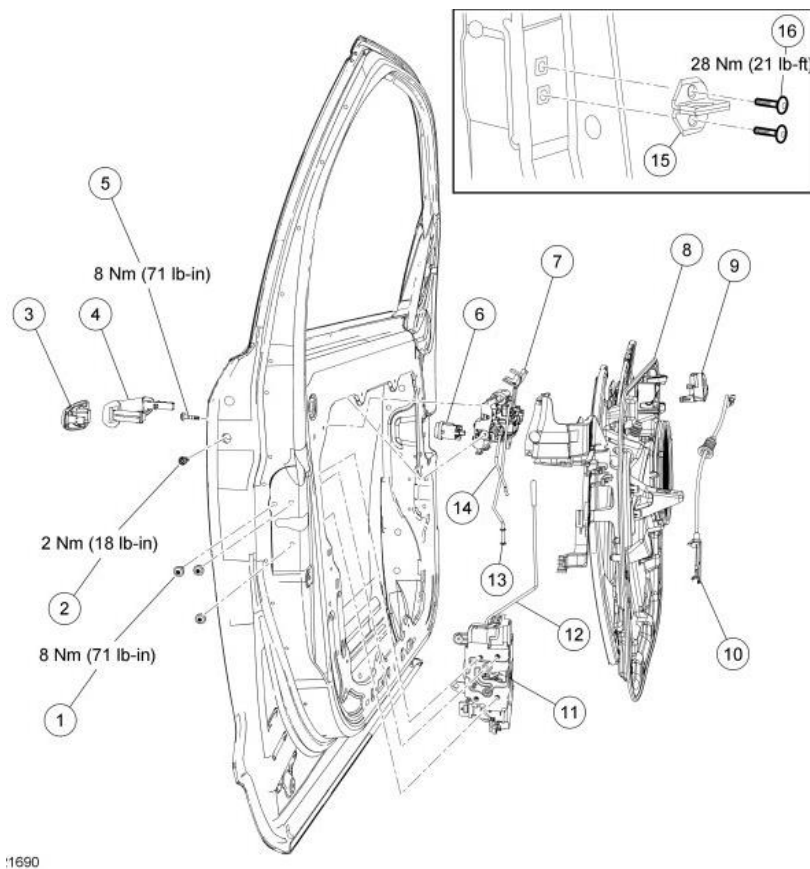
20 33. The Ford Flex is a full-size crossover utility vehicle that debuted in model year
 21 2009. Ford introduced a new generation of the Flex for model year 2013, changing the
 22 exterior design and adding new features and a sleeker look inside.

23 34. The Ford Explorer is a full-size SUV that debuted in model year 1991. The
 24 Explorer’s last generation overhaul was unveiled in model year 2011.

25 35. The Lincoln MKX is a midsize luxury crossover SUV that uses the same
 26 platform as the Ford Edge. Like the Edge, the MKX’s latest generation was released in model
 27 year 2011.
 28

36. The Lincoln MKT is a full-size luxury crossover utility vehicle made using the same platform as the Ford Flex. Like the Flex, the MKT was updated for model year 2013.

37. As depicted below at figure number 11, the Subject Vehicles contain a door latch assembly that has an integral electro-mechanical switch (also known as a sensor) and door lock actuator. The switch signals on or off when the door is open or closed. This is a typical arrangement: a switch is opened or closed based on the whether the door is open or closed. The vehicle computer reads the voltage signal from the switch, usually 5 volts signifies on, zero volts closed.



38. The Subject Vehicles contain a Body Control Module (“BCM”) that monitors the voltage from the door latch switch, continuously sampling it to determine its position (*i.e.*, open or closed). When the switch communicates that the door is closed, the BCM sends a “wetting current” through the electrical connector from the door latch switch to the BCM to keep it clean. A wetting current is the minimum electric current needed to flow through an

1 electrical contact to break through the surface film resistance on the contact. Without wetting
2 a current, a film of oxidation can occur from humidity and exposure to moisture.

3 39. According to their Owners' Manuals ("Manuals"), all Subject Vehicles contain
4 Ford's autolock feature, which can be disabled through an authorized dealer or using the
5 information display if the vehicle is equipped with that capability. For example, the Manual
6 for the 2013 Ford Edge states:

7 The autolock feature [if enabled] will lock all the doors when:

- 8 • all the doors are closed,
- 9 • the ignition is on,
- 10 • you shift into any gear putting your vehicle in motion, and
- 11 • your vehicle reaches a speed greater than 12 mph (20 km/h).

12 The autolock feature repeats when:

- 13 • you open then close any door while the ignition is on and the vehicle speed is 9
14 mph (15 km/h) or lower, and
- 15 • your vehicle then reaches a speed greater than 12 mph (20 km/h).

16 40. The 2013 Ford Edge Manual states that warning lamps and indicators "can alert
17 you to a vehicle condition that may become serious enough to cause expensive repairs." The
18 "Door Ajar" warning "[d]isplays when the ignition is on and any door is not completely
19 closed."

20 41. The Manuals also state that the vehicle's overhead dome lamp will illuminate
21 when an occupant depresses an instrument panel switch or when any door is opened. Under a
22 heading of "Battery Saver," the Manuals state: "If you leave the courtesy lamps, dome lamps
23 or headlamps on, the battery saver shuts them off 10 minutes after you switch the ignition off."

24 42. The Manuals further state: "WARNING: Driving while distracted can result in
25 loss of vehicle control, crash and injury. We strongly recommend that you use extreme
26 caution when using any device that may take your focus off the road. Your primary
27 responsibility is the safe operation of your vehicle." The warning is referring to the use of
28 electronic devices while driving, but it is also applicable when the "device" is a defective
vehicle that keeps needlessly chiming an alarm, turning on bright lights that make it difficult to
see outside, and unlocking doors.

1 43. Each Subject Vehicle carries a “Bumper to Bumper” Warranty that extends to
2 three years, or 36,000 miles, whichever comes first.

3 44. In 2014, Ford informed dealers through a TSB that the 2011 to 2013 Edge
4 Vehicles, 2013 Flex Vehicles, 2013 to 2014 Explorer Vehicles, 2011 to 2013 MKX Vehicles,
5 and 2013 MKT Vehicles “may exhibit a door ajar lamp illuminated with all doors closed.”
6 Ford instructed dealers to remove the door latch or door trim panel and use a tool called the
7 Essential Special Service Tool to “clean” the inside of the door latch electrical connector. This
8 procedure was supposed to clear the switch contacts of contamination, allowing a clear
9 electrical path to ground when the switch is closed, and allowing the BCM to receive an
10 accurate reading to determine whether the door was open or closed. Ford’s explanation of the
11 problem to NHTSA later specified that the contamination was specific to the electrical
12 contacts on the switch.

13 45. Ford’s “fix,” which some dealers also referred to as “burning the wires,” was a
14 work-around that did not repair the underlying defect, but only temporarily stopped it from
15 manifesting for a short period of time. This permitted Ford to give the false appearance of
16 repairing the defect and doing so at a lower repair cost and often during the warranty period.
17 However, the work-around is temporary, with many customers reporting that the defect begins
18 again in spite of paying for what they were told was a repair, thereby requiring customers to
19 pay for multiple repairs, at a higher total cost. As a result, and through the TSB, Defendant
20 attempted to temporarily fix the defect during the warranty period knowing that the defect will
21 manifest again—often outside of the warranty period—at which time Defendant recommended
22 that Plaintiffs and Class members replace the entire door latch assembly at a significant cost to
23 vehicle owners and lessees. Not surprisingly, this is a recommendation that Defendant did not
24 heed and chose to ignore when creating the TSB. Even after paying for what they were told
25 was a repair, many Subject Vehicle customers experienced reoccurrence of the defect,
26 requiring additional time and money to have the defect fixed.

27 46. Defendant is experienced in the design and manufacture of consumer vehicles.
28 In keeping with industry standards, Defendant conducts tests, including pre-sale durability

1 tests, on incoming components, including the door latch system, to verify the parts are free
 2 from defect and comply with Defendant's specifications.¹ Thus, Defendant knew or should
 3 have known the door latch system was defective and prone to put drivers in a dangerous
 4 position due to the inherent risk of the defect.

5 47. Additionally, Defendant learned or should have learned of this widespread
 6 defect from the sheer number of reports received from dealerships. Defendant's customer
 7 relations department, which interacts with individual dealerships to identify potential common
 8 defects, has received numerous reports regarding the defect, which led to the release of the
 9 TSBs. Defendant's customer relations department also collects and analyzes field data
 10 including, but not limited to, repair requests made at dealerships, technical reports prepared by
 11 engineers who have reviewed vehicles for which warranty coverage is being requested, parts
 12 sales reports, and warranty claims data.

13 48. Defendant's warranty department similarly analyzes and collects data submitted
 14 by its dealerships in order to identify trends in its vehicles. It is Defendant's policy that when
 15 a repair is made under warranty the dealership must provide Defendant with detailed
 16 documentation of the problem and the fix employed to correct it. Dealerships have an
 17 incentive to provide detailed information to Defendant because they will not be reimbursed for
 18 any repairs unless the justification is sufficiently detailed.

19 49. As demonstrated by the numerous complaints that the problem reappeared after
 20 the "fix," although simulating the wetting current by cleaning the connector with the special
 21 tool will reduce the contamination on the switch, it will not permanently resolve the issue.

22 ¹ Defendant's "engineers use a suite of high-tech design tools and virtual manufacturing
 23 technology to detect and avoid potential issues" along with "extensive testing of vehicle
 24 prototypes." *Customer Satisfaction and Quality*, Ford 2013-14 Sustainability Report,
<http://corporate.ford.com/microsites/sustainability-report-2013-14/financial-satisfaction.html>
 25 (last viewed July 8, 2017); *see also* Akweli Parker, *How Car Testing Works*,
[HOWSTUFFWORKS.COM](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm),
 26 [http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm)
 27 [devices/car-testing.htm](http://auto.howstuffworks.com/car-driving-safety/safety-regulatory-devices/car-testing.htm) ("The idea behind car testing is that it allows manufacturers to work
 28 out all the kinks and potential problems of a model before it goes into full production.") (last
 viewed July 8, 2017). Defendant also "use[s] an extensive Global Quality Operating System
 (GOOS) at every stage of vehicle development and manufacture to make sure that our vehicles
 meet or exceed customer expectations." *Customer Satisfaction and Quality*, Ford 2013-14
 Sustainability Report (emphasis added).

1 The underlying defect is that the switch is designed in such a way as to allow the
2 contamination to occur in the first place. Before Ford changed its BCM strategy to reduce its
3 wetting current, the current was strong enough to often minimize the effects of the
4 contamination. When Ford reduced the current by 75 percent, it made the defect much more
5 apparent. However, that was not the root cause. The true remedy is to redesign the switch
6 assembly itself, and in absence of that, the only effective remedy is to replace the switch
7 assembly. Merely “cleaning” the connector only staves off the problem until another day.

8 50. When the BCM receives a voltage signal that indicates the door is open, it
9 communicates with the Instrument Panel Cluster, which triggers an audible warning, activates
10 a visual warning on the instrument panel, and sends out a visual intermittent “shift to park”
11 message because it believes the doors are open and thus the vehicle is stopped. In addition, all
12 interior lights are illuminated and the doors are unlocked, and they cannot then be manually
13 relocked. This dangerous situation can manifest suddenly and unexpectedly and continue for
14 several hours, even after the vehicle is parked and turned off, giving rise to safety issues,
15 draining the battery, and potentially stranding vehicle occupants. These functions are activated
16 by design and are intended to alert the driver a door is open.

17 51. Ford has admitted that the defect exists, but refuses to remedy it, stating:
18 “Beginning with the 2011 model year Edge vehicles, a change in BCM strategy resulted in a
19 reduction of the wetting current sent out to clean the switch contacts by more than 75%. Over
20 time, this low level of current is not sufficient to keep the switch contacts clean and
21 contamination build up causes them to fail”

22 52. As March 20, 2017, over 2,670 people had reported false door ajar problems to
23 NHTSA and Ford for model year 2011–2013 Ford Edge vehicles. As of November 2016,
24 more than 33,000 warranty claims had been submitted for these vehicles relating to false door
25 ajar problems. In addition to complaints regarding the vehicles listed in Ford’s TSBs, owners
26 of 2014 Edge Vehicles and 2014 Flex Vehicles have reported the same issue.

27 53. As March 20, 2017, NHTSA had received 14 complaints that doors opened
28 while the vehicle was in motion. In the complaints to the agency, at least one occupant

1 reported falling outside of the vehicle, and another reported a theft while his vehicle was
2 parked and unlocked. For example:²

3 My vehicle is a 2014 Ford Edge with less 40,000 miles. The door ajar sensor
4 is malfunctioning thus preventing the door to lock while vehicle is in motion
5 and the interior dome light stays on while driving. My child has opened the
6 door on many occasions while vehicle was in motion and almost fell out. Ford
7 is aware of this issue and there many online forums with customers having the
8 same issue dating back to 2010. And instead of doing recall ford has issued a
9 tsb. (ODI 10640829)³

10 My door ajar light dome light stays on even though the door is shut it's
11 dangerous while driving at night due to domelight staying on its distracting
12 cause door ding sounds off while driving been stranded one time cause dome
13 light stood on but the one thats the worst I was so used to still driving with
14 light on I was in my parking lot luckily with wife I turn on car dome light is
15 on so I figure door is shut its just the sensor going off like always but door shut
16 this time the door was open not shut I turn and fall off car lucky wife pressed
17 break one day a person is going to think its just the sensor going off and door
18 is locked while actually its open get hurt and I'll be the first witness for that
19 persons lawsuit against ford cause they are acting like thats not a recall
20 situation shame on Ford I will never buy a ford and will tell everyone and their
21 brother the same thing they say buy a ford cause its ford tough better said ford
22 tough luck. (ODI 10865235)

23 Unable to lock doors from within cabin due to door ajar sensor. Child easily
24 opens door while driving. Had a stranger open my door and got in passenger
25 seat thinking it was his mothers car, than [sic] goodness he did not have a gun.
26 Lack of safety and security function. (ODI 1216751)

27 Driver's door sensor is faulty. The vehicle's instrument panel will indicate that
28 the door is ajar when it is firmly closed. This alert often appears while the
vehicle is in motion. When I exit the vehicle and the problem occurs, this will
prevent the interior lights from going out and it will prevent the security
system from arming. This problem is distracting while driving due to the alerts
and the interior lighting, especially at night. The issue has also resulted in theft
from my vehicle. When the vehicle is off, the dome lights do not go off as the
sensor indicates the door is open. While parked outside my house, my vehicle
was broken into without the alarm sounding, resulting in theft of personal
items including checks, cash, and electronics. The vehicle's battery has also
drained overnight to the point of needing a jump start. (ODI 10837099)

54. Many other owners reported to NHTSA that the false "door ajar" warning
creates a safety hazard. For example:

² All complaints to NHTSA have been reproduced as originally written and may contain
spelling or grammatical errors.

³ The term "ODI" means NHTSA's Office of Defects Investigation.

1 The door ajar indicator remains lit even when door is properly secured. This
 2 results in the interior lighting remaining on and failure of the door locks to
 3 properly activate, even at highway speed. I am a former investigator for the
 4 U.S. DOT and I find this to be a very dangerous situation which should be
 recalled. If the doors are not properly locked there is an increased risk to
 occupants of the vehicle in the event of a crash. (ODI 10861426)

5 We were on our way to Texas from Missouri. As we were traveling south on
 6 I35 a warning light came on the dash stating that the driver's door was ajar
 7 when it appeared to be shut. It then told us to shift to park and shut the door.
 8 We pulled over on I35 thinking it was something that we needed to do for
 9 safety reasons. My wife got out of the vehicle and was almost hit by a car at
 10 highway speeds. After shutting the door several times the warning light would
 11 not go off as well as the dome light. Because of the issue the doors would not
 lock and the alarm would not arm itself. I have been a local police officer for
 KCPD for 14 years and have seen far too many accidents because of people
 pulling over on a highway. This issue needs to be addressed and fixed on all
 ford vehicles. (ODI 10731557)

12 The driver's door warning drivers door is ajar will not go off. Even when car
 13 is off, lights remain on inside the car. While driving, light and warning
 14 continually stay on, doors will not lock because sensor for door remains on.
 15 When I come to a stop while car is running, warning to shift car to park will
 come on ... this is a huge safety problem with little children in car. Doors will
 not stay locked. (ODI 10905592)

16 The door ajar alarm will sound even when the door is secure. When this
 17 occurs the interior lights come on and it gives a audible signal. Interior lights
 18 coming on are hazardous when driving at night especially when it happens
 19 expectantly. This activation also causes the lights to stay on after you leave the
 20 vehicle. This has caused the battery to drain and not being able to start the
 21 engine. This happen to my wife while at work. Fortunately, this time, it
 wasn't in a remote location, but it could happen. Ford refuses to recall or
 repair at their cost, even though I had it repaired previously (while under
 warranty). (ODI 10853493)

22 Two door ajar lights on our 2011 edge remain on at all times. Bea aide [*sic*] of
 23 this I am forced to drive at night with the interior lights on. This is unsafe and
 24 very distracting for us and other drivers. One of these doors is my daughters
 25 which we are very uneasy about. We are aware how big this problem is and
 26 people are desperate for help!!! I wrote to ford but they said they can't help
 because there are no recalls and they can't find any record of our car being at a
 ford dealer so I just sent them the invoice. I cannot believe there are so many
 vehicles with the same problem and ford won't do anything about it. (ODI
 10898371)

27 When starting and shutting off the car, the "driver door ajar" warning comes
 28 on and interior lights will not shut off. You have to continually slam the door

1 to get both to go out. Sometimes the warning light and interior lights come on
 2 while driving. This makes it extremely difficult to see the road when it's dark
 3 outside. I almost went into a ditch last week because of this issue. I started
 4 complaining about this issue while still under warranty but the ford dealer did
 not fix it. Now they want \$500 to correct the problem. Ford should be

5 accountable for this known safety issue - not the consumer. (ODI 10826096)
 6 When my car was under warranty driver door would say door ajar and all locks
 7 would open when the door was closed - they fixed had to fix door sensor now
 8 my other doors are doing the same and we are out of warranty - this is a safety
 issue when driving at night and your door locks open at a stop light anyone can

9 55. Ford TSB 15-0013 specifies a flat-rate time of 0.6 to 2.7 hours (depending on
 10 the model, trim package, etc.) to fix the false warning. Most automotive dealerships charge
 11 \$100.00 to \$125.00 per hour for service repairs. Thus, owners are charged up to \$337.50 to
 12 have the defect repaired. However, many customers who have only had the connector cleaned
 13 continue to experience the false warning, either on the repaired door or a different door,
 14 requiring further repairs:

15 For the third time the "driver door ajar" warning light is illuminated while the
 16 door is closed and presumed locked. The dealer made repairs the first two
 17 times and now is charging me again [sic] for this third occurrence [sic] of the
 18 same issue stating they previously only cleaned the part which is now
 determined to need replacement. My teenager often drives this vehicle and we

19 do not know if the driver door is closed or locked because of the defect in the
 20 warning system. (ODI 10672510)
 21 The sensor in my drivers door does not recognize the door is closed. As I'm
 22 driving the doors will not lock and the interior lights flash on and off because
 the electrical system thinks the door is opening. Also the vehicle alerts me

23 with every bump I hit in the road that the door is ajar with a screen alert and
 24 ringing bell. I brought this to the dealership and spent \$150 to have it cleaned
 25 which helped for 6 months and now it is acting up again. (ODI 10691819)
 26 The contact owns a 2013 Ford Edge. Immediately after starting the vehicle
 27 with all the doors closed, the door ajar warning light illuminated. The vehicle
 28 was taken to a dealer where it was diagnosed that a switch needed to be
 replaced. The vehicle was repaired; however, the failure recurred. The vehicle
 was taken back to the dealer where it was diagnosed that the replaced switch
 needed to be cleaned. The vehicle was repaired; however, the failure persisted.
 The manufacturer was not notified of the failure. The failure mileage was
 55,000. (ODI 10874316)

1 Door ajar at driver's side "on" intermittently, either parked or driving until it
 2 remained "on" all the time even after shifting to park, opening and closing the
 3 door, turning the engine on and off. Warning showed need to shift to park.
 4 Hazardous when driving, especially on the freeway. Ford maintenance
 5 repaired/cleaned latch on 4/2015 and charged \$269.90. Same problem
 6 reappeared on 12/2015. Ford maintenance replaced/repair faulty door latch on
 7 1/2016 and charged \$317. (ODI 10818276)

8 There is an instrument panel alarm that says "driver door ajar" that remains
 9 despite repeated opening and closing of the driver's door. We paid almost
 10 \$600 to have the sensor replaced about a year ago, and now it is doing the
 11 same thing. The dealership wants to charge us again to fix it. It is a safety
 12 issue... (ODI 10864600)

13 For months I have dealt with doors showing ajar, even when closed. Inside
 14 lights stay on... And alarm sounds often. First it was the passenger door, now
 15 the driver door and right rear passenger door constantly say ajar. Alarm
 16 sounds in the middle of the night. It has become necessary to disconnect
 17 battery cable every night in order for this not to happen. Recently had to
 18 purchase new battery. Passenger door was repaired at no cost to me... But
 19 dealerships want to charge me \$1000 to repair door latches on driver door and
 20 rear passenger door, which on a 2013 vehicle is ridiculous. (ODI 10779827)

21 The door front driver side door sensor went bad and tells car that door is ajar.
 22 This was replaced under warranty last year. Now yesterday the same thing has
 23 happened to the front passenger side door sensor. This was quoted to me at
 24 \$700. This is ridiculous for a bad door sensor that Ford has put bad and faulty
 25 sensors on. I feel that I should not be liable for. The Ford dealership in town
 26 said, "this is a problem with Ford Flex." (ODI 10745861)

27 2011 Ford Edge door ajar light and dome light stays on after shutting door. It
 28 ended up being the sensor in the front passenger door and front drivers door.
 The front drivers door sensor was replaced twice in 2013 and once in 2014.
 The passenger side door was replaced in 2014 and in January 2015. The door
 sensor issue started at 34,000 miles. We are currently at around 43,000 miles
 and the door sensors continue to be a major problem. Replacing the drivers
 side door sensor 3 times in 2 years and the passenger side door sensor in 2
 years as well should not happen, especially only driving 9,000 miles in those 2
 years. (ODI 10671674)

Drivers side door latch faulty, was showing door ajar when closed which
 prevented doors from locking and kept interior lights on not sure if airbag
 would arm or not. Was under warranty and took to dealer for repair and was
 told it just needed to be reset. Dealer did not document the repair and when the
 problem started happening again a few months later I was told it would be
 \$600 to replace the latch. Ford knows about this problem and has issued a
 technical bulletin but has not issued a recall. (ODI 10730729)

1 Driver door ajar light would not go off, even though the door seemed to be
 2 closed. Thus doors would not lock and occasionally warning lights would
 3 flash, distracting me as I drove. I took the car to my local Ford dealer and was
 4 told it was a faulty front door latch, which they replaced for \$425.65. (ODI
 5 10861649)

6 56. Because the lights can stay on for hours, many consumers have had their
 7 batteries drained, leaving them stranded and concerned for their safety. Sometimes the drained
 8 batteries also affect other systems in the vehicle:

9 At the end of February my "door ajar" light kept staying on after closing it- I
 10 had to repeatedly close it to get the light to go off. On March 5th my vehicle
 11 lost power while traveling down a main highway at night with my 2 year old
 12 daughter. I had to pull over and wait for someone to come help us ... the
 13 driver's side door latch had gone bad and since it stayed on it killed my battery
 14 along with my throttle body had gone bad in my car as well.... I have in
 15 turned been waiting now 5 weeks for the throttle body part for my car, which
 16 has left me having to borrow a way to go because I can't afford to fix my car
 17 and pay for a rental. (ODI 1276812)

18 The "door ajar" warning light comes on intermittently and has drained the
 19 battery at least 4 times over the past 10 months. The dead battery has left me
 20 stranded on several occadions [*sic*]. (ODI 10703795)

21 I am having the same issues as hundreds of others have had and posted on the
 22 NHTSA site. The door ajar issue followed by the shift to park issue ... battery
 23 also went dead around 47000 miles and crashed my gps. Approximately \$900
 24 to fix the three issues. (ODI 10609157)

25 57. Multiple consumers reported trying to repair the problem themselves or
 26 foregoing having the repair done because it is too expensive. This leaves consumers in a
 27 dangerous situation because they cannot afford to remedy a defect. For example:

28 Drivers side door ajar indicator continuously going off when door is shut.
 Continues to stay on after several attempts to shut door to make alarm go off.
 Makes it a driving distraction. Has been an ongoing issue and we just took it
 to the dealership to have repaired. Our extended warranty will not cover the
 problem and the dealership wanted over \$500 to repair. We cannot afford the
 repair right now so we have to deal with it until we can. Again, a major
 driving distraction. (ODI 10808940)

First door ajar warning would come on, when you closed door it would go
 away. Now it just stay on, the lights say on and the bells chimes. I see theirs
 [*sic*] a lot of complaints on the internet. Please help!!! This is not in my
 budget!! Thanks. (ODI 10592180)

[I]n order for the door to close and not have the door ajar warning light come

1 on the driver must loosen the latch before closing the door. Even if one does
2 this, it does not guarantee that it would not pop on while driving. Extremely
3 dangerous. (ODI 10499482)

4 The driver side door ajar warning sensor stays on. This caused interior and
5 exterior lights to remain on. Took hours to “fool” the system to get warning
6 sensor to deactivate, consequently all lights went out. Ford dealership service
7 department swore they never heard of this yet owner complaints are all over
8 the internet. (ODI 10691253)

9 58. Further, as of August 18, 2017, www.carcomplaints.com, a popular website that
10 tracks automotive defect patterns, identified the following as the top car defects reported to the
11 website in the past 90 days: (1) 2013 Ford Edge (door ajar light stays on); (2) 2012 Ford Edge
12 (door ajar light stays on); and (3) 2011 Ford Edge (door ajar light stays on).⁴ As of April 11,
13 2018, www.carcomplaints.com identified the following as the second, seventh, and eleventh
14 most reported defects to the website in the past 90 days, respectively, 2013 Ford Edge (door
15 ajar light stays on), 2012 Ford Edge (door ajar light stays on), and 2013 Ford Flex (door ajar
16 light stays on).

17 59. The defect is dangerous, distracting, and expensive enough that some owners
18 have created videos to explain their home remedies to other consumers. For instance, a video
19 posted on YouTube explains how to ground the switch on a 2013 Flex, telling viewers that the
20 owner had already spent \$1,200 in unsuccessful repairs.⁵ The fix has its own risks, however,
21 because it tricks the BCM into always thinking the door is closed, so that it will not detect a
22 door that is open while the vehicle is in motion.

23 60. There are safer and non-problematic alternative designs available. Most
24 modern vehicles utilize a door switch or door sensor mounted on the door jamb. These sensors
25 are typically spring-loaded plunger style switches that move in and out depending on whether
26 the passenger door is in the opened or closed position. When the plunger switch moves in and
27 out, the electrical contacts within the switch simultaneously open or close an electrical circuit.
28 The opening and closing of this electrical circuit can coincide with many other features, such

⁴ See http://www.carcomplaints.com/recent_trends/.

⁵ See <https://www.youtube.com/watch?v=zYOTHnPUQXM&feature=youtube>.

1 as turning the interior dome lights on or off, arming, disarming, or triggering the vehicle alarm,
2 and allowing or not allowing the vehicle doors to engage in the locked position.

3 61. The Subject Vehicles do not have door sensors located on the door jamb of the
4 vehicle. Instead, the door sensors are part of the door latch assembly, located inside the
5 passenger doors of Subject Vehicles. As a result, the door latch and door sensors in Subject
6 Vehicles are manufactured, housed, sold, serviced, and repaired as one collective unit.
7 Therefore, when the door sensor fails and necessitates replacement, the entire door latch
8 assembly must also be replaced.

9 **II. THE “DOOR AJAR” DEFECT CREATES UNSAFE CONDITIONS**

10 **A. Door Locks Are Integral to Occupant Safety**

11 62. Multiple studies and evaluations have found that locked vehicle doors are
12 integral to occupant safety, both in crashes and to prevent children and thieves from opening
13 doors.

14 63. In the 1950s, automakers began a concerted effort to install strong door locks in
15 vehicles after concluding that most occupant ejections could be prevented if the doors
16 remained closed during a crash. A 1962 study comparing the rates of ejections and deaths
17 prior to 1956, when many automakers introduced a stronger, modified safety lock, to rates
18 after that year found the rate of doors opening decreased by 32 percent, and the rate of ejection
19 decreased by almost 40 percent. The study concluded that if all vehicles had the modified
20 safety locks, 1,800 lives would be saved annually.⁶

21 64. In 1968, NHTSA implemented Federal Motor Vehicle Safety Standard
22 (“FMVSS”) 206, Door Locks and Door Retention Components, which was aimed at
23 decreasing the likelihood of a vehicle occupant being ejected during a crash.⁷ FMVSS 206
24 requires that each door be equipped with a locking device that prevents someone outside the
25 vehicle from opening the door and allows the vehicle occupants to unlock the doors. It does
26 not require that vehicles have a particular locking mechanism, only that vehicle doors stay

27 ⁶ John W. Garrett, Evaluation of Effectiveness of Door Locks on Pre-1956 and Post-
28 1955 Automobiles, 77 Pub. Health Reports 369 (May 1962).

⁷ See 49 C.F.R. §571.206.

latched and not disengage during several specific crash test scenarios. To meet the test requirements, many manufacturers adopted an autolock feature causing doors to lock after the vehicle is put into gear and reaches a targeted speed and to remain locked unless the driver chooses to unlock them or immediately following a crash.

65. A 1989 NHTSA evaluation of the effect of FMVSS 206 in rollover crashes in passenger cars noted that the “design of doors and their locks, latches and hinges is crucial here.”⁸ During that time, the rate of rollovers actually increased because smaller vehicles have a higher propensity for rollovers.⁹ However, the improved door latches and locks prevented 15 percent of rollover ejections in passenger cars, saving 400 lives annually.¹⁰ In 2002 alone, improved locks and latches saved an estimated 1,398 lives.¹¹ An updated evaluation published in 2004, found that improved door locks in light trucks prevented ejections in rollovers by 10 percent.¹²

66. In 2004, and again in 2008, NHTSA proposed to study the safety and effectiveness of automatic door locks (“ADL”), such as those used in Subject Vehicles, stating: “ADL improve the likelihood that doors will stay closed in the event of an accident, retaining the structural integrity of the vehicle and lowering the chance of occupant ejection. In addition, they prevent doors from being opened accidentally and/or by children.”¹³ In its 2004 proposal, NHTSA noted that General Motors had petitioned the agency to allow vehicles equipped with ADL to be tested with the doors locked because ADLs are a safety device.¹⁴ In 2008, NHTSA noted that during side-impact tests, “doors of vehicles with ADL have become

⁸ Charles J. Kahane, NHTSA Report No. DOT HS 807 489, *An Evaluation of Door Locks and Roof Crush Resistance of Passenger Cars – Federal Motor Vehicle Safety Standards 206 and 216* (1989), at xv.

⁹ *Id.* at xviii.

¹⁰ *Id.* at 224.

¹¹ NHTSA, Report No. DOT HS 809 833, *Lives Saved by the Federal Motor Vehicle Safety Standards and Other Vehicle Safety Technologies, 1960-2002* (2004), at 72.

¹² *Id.* at xviii.

¹³ NHTSA, Report No. DOT HS 809 699, *Evaluation Program Plan – Calendar Years 2004-2007* (2004), at 28; *see also* NHTSA, Report No. DOT HS 810 983, *Evaluation Program Plan, 2008-2012* (2004), at 26.

¹⁴ NHTSA, Report No. DOT HS 809 699, at 28.

1 unlatched and swung open when tested in the unlocked position, but not when tested in the
2 locked position.”¹⁵

3 67. In 2015, NHTSA concluded that improved door locks had saved a total of
4 42,135 lives between 1960 and 2012, primarily in rollover crashes.¹⁶

5 68. NHTSA has repeatedly urged parents to purchase vehicles with automatic door
6 locks. In its general guide to parents on safety features to consider when purchasing a vehicle,
7 NHTSA stated:

8 **Automatic door locks:** To prevent accidental door openings in a moving
9 vehicle and to reduce the risk of occupant ejection in a vehicle crash, some
10 manufacturers offer automatic door locks that activate when the car is put into
11 gear or reaches a certain speed. Automatic door locks also prevent unlawful
12 forced entry into the vehicle when stopped in traffic. There are also child
13 safety door locks that the driver can control. When child safety locks are
14 engaged, the rear doors cannot be opened from the inside.¹⁷

15 69. Additionally, in annual guidelines for parents, NHTSA has reported that “[i]t is
16 important that the rear doors be locked when children are in the rear seat so that they do not
17 inadvertently open them while in transit.”¹⁸ The agency noted that 75 to 80 percent of vehicles
18 had ADL by 2009.

19 70. As NHTSA noted, door locks also prevent unlawful entry into vehicles,
20 including motor vehicle theft. Statistics vary by source, but the Department of Justice’s
21 Bureau of Justice Statistics (“BJS”) found that in 2015, there were 465,650 motor vehicle
22 thefts in the United States.¹⁹ The motor vehicle theft rate has decreased dramatically since
23

24 ¹⁵ NHTSA, Report No. DOT HS 810 983, at 26.

25 ¹⁶ Charles J. Kahane, Paper No. 15-0291, Lives Saved by Vehicle Safety Technologies
26 and Associated Federal Motor Vehicle Safety Standards, 1960 to 212 – Passenger Cars and
27 LTVs (2015), at 10.

28 ¹⁷ NHTSA, A Parent’s Guide to Playing It Safe with Kids and Cars, at 3.

¹⁸ See, e.g., NHTSA, Buying a Safer Car for Child Passengers: A Guide for Parents
(2009), at 5.

¹⁹ Dep’t of Justice, Bureau of Justice Statistics, Report NCJ 250180, Criminal
Victimization 2015 (2016), at 5.

1 1993: BJS has determined that between 1993 and 2010, thefts decreased from about 19 percent
2 to about 5 percent.²⁰

3 71. Evaluations of the reasons the motor vehicle theft rate has declined dramatically
4 are scarce. However, a study of similar theft reductions in the United Kingdom concluded that
5 it was not because there were fewer attempts—the percentage of attempted thefts actually rose
6 during the evaluated time frame—but rather because of an increase in vehicle security,
7 including better quality locks.²¹

8 72. As some consumers noted in their complaints to NHTSA, a significant concern
9 for vehicle occupants who are unable to lock the vehicles' doors is attempted theft while they
10 are in the vehicle, known as carjacking. The BJS estimated that between 1993 and 2002, the
11 latest statistics publicly available, about 34,000 carjackings occurred annually, resulting in
12 approximately 15 fatalities per year and injuries to about one-third of the victims.²²

13 73. In its information to the public about carjackings, the U.S. Department of State
14 urged vehicle occupants to keep doors locked and windows up because it “increased your
15 safety and makes it more difficult for an attacker to surprise you.”²³ The Subject Vehicles’
16 defect makes it impossible for many Class members to follow this advice.

17 **B. Unceasing Interior Lights and Audible Warnings Pose Unsafe Distractions**
18 **for Drivers**

19 74. Ford prides itself on its commitment to reducing driver distractions, stating:

20 Distracted driving is an important issue for everyone on the road today.
21 According to a 100-car study conducted by Virginia Tech Transportation
22 Institute, driver inattention that may involve looking away from the road for
23 more than a few seconds is a factor in nearly 80 percent of accidents.

24 ²⁰ Janet L. Lauritsen & Maribeth L. Rezey, Dep’t of Justice, Bureau of Justice Statistics,
25 Measuring the Prevalence of Crime with the National Crime Victimization Survey, NCJ
241656 (2013), at 11.

26 ²¹ Graham Farrell, Attempted Crime and the Crime Drop, 26 Int’l Criminal Justice Rev.
27 21 (2016), at 23, 25.

28 ²² Patsy Klaus, Dep’t of Justice, Bureau of Justice Statistics, National Crime
Victimization Survey: Carjacking, 1993-2002, NCJ 205123 (2004), at 1.

²³ U.S. Dep’t of State, Publ’n No. 10863, Carjacking: Don’t Be a Victim (2002).

1 Ford Motor Company devotes considerable attention to this traffic safety issue
2 through research, testing, education and technology²⁴

3 75. False alarms, and even necessary auditory alarms and displays, can cause
4 dangerous distractions for drivers. NHTSA's Human Factors Design Guidance for Driver-
5 Vehicle Interfaces ("Guidance") warns that:

6 False alarms are defined as alarms that indicate a threat when no threat exists.
7 They can cause driver distraction, incorrect decisions and/or responses, and
8 distrust in the crash warning system (CWS). Furthermore, they may increase
9 reaction time to true warnings.²⁵

10 76. Regarding audible warnings, the Guidance states that drivers will respond
11 quicker if they perceive a higher degree of urgency, but "signals that are perceived as more
12 urgent than is warranted by the situation can result in confusion, distraction, or inappropriate
13 responses, such as overly-aggressive or startle responses."²⁶

14 77. The Guidance also notes that even simple visual displays should be designed to
15 minimize glare because "light emanating from displays can be glaring at night causing
16 discomfort, or in some conditions, reduced visibility of the external driving environment."²⁷

17 78. Vehicle interior lighting intended for use when the vehicle is stationary. A
18 1985 study found that even the standard map light reduced forward visibility by 10 to
19 20 percent.²⁸ Additionally, a 2007 study found that interior light reflections off windows make
20 it more difficult for drivers to detect pedestrians.²⁹

22 ²⁴ Ford, Reducing Driver Distractions (2012), PDF *available at*
23 <https://media.ford.com/content/fordmedia/fna/us/en/news/2013/07/19/safe.html>.

24 ²⁵ NHTSA, Report No. DOT HS 812 360, Human Factors Design Guidance for Driver-
25 Vehicle Interfaces (2016), at 4-2.

26 ²⁶ *Id.* at 7-5.

27 ²⁷ *Id.* at 6-14.

28 ²⁸ P. L. Olson, The effect of vehicle interior lighting systems on driver sight distance,
29 Technical Report No. UMTRI-85-31, Univ. of Mich. Transp. Research Inst. (1985).

30 ²⁹ Joel M. Devonshire & Michael J. Flannagan, Effects of Automotive Interior Lighting
on Driver Vision, Univ. of Mich. Transp. Research Inst., Technical Report No. UMTRI-2007-
1 (2007).

79. Automotive safety experts have recognized the intrinsic danger of illuminating the interior cabin while driving at night. A paper presented at NHTSA's 16th Enhanced Safety of Vehicles Conference in 1998 about how vision interacts with headlights noted:

Every driver is familiar with the effect of overly bright interior lighting distracting one's attention from what is going on outside the car at night. This effect is added to the reduction in object visibility resulting from diminished contrast.³⁰

C. Plaintiffs' Experiences with Their Subject Vehicles

David Baranco

80. Plaintiff David Baranco resides in San Rafael, California. He owns a 2013 Ford Edge, which he purchased in Santa Clara, California, from a private party in or around March 30, 2016. His vehicle bears Vehicle Identification Number: 2FMDK3G91DBA48608.

81. Prior to purchasing the vehicle, Mr. Baranco visited at least two Ford-authorized dealerships to look at Ford vehicles on multiple occasions and visited Ford's website to research the vehicle. Mr. Baranco had all of his oil changes done at a Ford dealership, and because he had previously purchased a Ford Explorer, Mr. Baranco regularly received emails from Ford or Ford dealerships regarding his Explorer vehicle, Ford vehicles available for purchase, and other matters. Mr. Baranco also communicated with Ford Motor Credit on multiple occasions prior to the purchase of his Edge vehicle to pay off the prior owner's loan on the vehicle held by Ford Motor Company.

82. Within a week of his purchase, Mr. Baranco experienced the "door ajar" defect. Even with the doors firmly closed, the defect manifested itself by a distracting beeping sound, the display alternately flashed "door ajar" and "shift to park," the interior dome lights came on and stayed on, and the doors could not be locked from the inside (not even manually). Further, when the car was parked and turned off, the interior lights remained on, running down the battery. The interior lights remaining on also reduced the driver's visibility, especially at night, and made it difficult and dangerous to pull into traffic or to reverse. Mr. Baranco drove

³⁰ Burkard Wördenweber & Nils Labahn, Headlamp-Based Vision System and Vision Task, NHTSA 16th Enhanced Safety of Vehicles Conference, Paper No. 98-S2-P-19 (1998), at 517.

1 extra distances as needed to find night time parking that did not require him to reverse the
2 vehicle. He had a collision and close calls while reversing the vehicle when the interior dome
3 lights would not go out.

4 83. Mr. Baranco asked a Ford-authorized dealership to look at the problem, but the
5 dealership wanted \$200 to diagnose the issue.

6 84. Mr. Baranco contacted Ford on three occasions, requesting Ford to repair the
7 “door ajar” defect. Ford refused each time.

8 ***James Abbitt***

9 85. Plaintiff James Abbitt is a citizen of the State of North Carolina. He resides in
10 High Point, North Carolina. While he was serving in the Army, Mr. Abbitt purchased a new
11 2013 Ford Flex SE through the military. Mr. Abbitt had his Ford Flex built to his
12 specifications online through a Ford website beginning on or around February 4, 2013. His
13 vehicle was manufactured at a Ford factory and delivered to Greene Ford dealership in
14 Greensboro, North Carolina. Mr. Abbitt picked up his new vehicle from Greene Ford on or
15 around July 5, 2013. His vehicle bears Vehicle Identification Number:
16 2FMGK5B85DBD34758.

17 86. In or around November 2015, while stationed in Alaska, Mr. Abbitt
18 experienced the “door ajar” defect in the front passenger door. The door would not lock, the
19 “door ajar” warning light flashed continually, and the interior dome light stayed on.
20 Mr. Abbitt took the vehicle to the Seekins Ford service department in Fairbanks, which
21 administered an electric surge to the vehicle to re-set the door and the dome light.

22 87. In or around May 2017, while in North Carolina, the “door ajar” defect
23 manifested again, this time in the right rear passenger door. As with the first incident, the door
24 would not lock, the “door ajar” warning light flashed continually, and the interior dome light
25 stayed on. In addition, the vehicle security alarm randomly activated multiple times in the
26 middle of the night while the vehicle was parked in the garage.

27 88. Mr. Abbitt took his car to the Parkway Ford service department in High Point,
28 North Carolina. The technician informed Mr. Abbitt that it would cost over \$400 to fix the

1 problem. By this time, Mr. Abbitt's 2013 Ford Flex was out of warranty, so he declined the
2 costly repair. However, after living with the defect for two weeks, it became so disruptive and
3 potentially dangerous that he changed his mind. To save money, Mr. Abbitt spent time online
4 researching the availability of replacement door latch assemblies. He ultimately purchased
5 one from Amazon and paid Parkway Ford to install it.

6 ***Harriet Abruscato***

7 89. Plaintiff Harriet Abruscato resides in Illinois. She owns a 2013 Ford Edge
8 which she purchased new in or around March 2013, from Arlington Heights Ford in Arlington
9 Heights, Illinois. Her vehicle bears Vehicle Identification Number: 2FMDK3JC7DBB89784.

10 90. In April 2015 and again in 2017, Ms. Abruscato experienced the "door ajar"
11 defect on the driver's side door in her vehicle. Even with the doors closed, the "door ajar"
12 warning on the dashboard of her vehicle would continually light-up. In response,
13 Ms. Abruscato would frequently open and close her door, even when at stop lights, to try to
14 get the "door ajar" warning light to go off. When using her key fob to lock the doors after
15 parking the vehicle, the horn would sound twice as if the door was open, causing her to go
16 around checking the doors to make sure they were locked securely. The process was
17 frustrating and concerning because Ms. Abruscato did not want anyone entering her vehicle.
18 When the "door ajar" warning light was on, the dome light in her vehicle would stay on for a
19 while and then fade off. Because she was concerned about the battery dying, Ms. Abruscato
20 waited until the warning light faded off before leaving the vehicle.

21 91. Because of the inconvenience and safety concerns, on April 21, 2015,
22 Ms. Abruscato took her vehicle to Arlington Heights Ford to be repaired under the factory
23 warranty.

24 92. After the defect reoccurred in 2017, and because of the inconvenience and
25 safety concerns caused by the defect, on June 10, 2017, Ms. Abruscato took her vehicle to
26 Arlington Heights Ford to have the defect repaired a second time. This time, the Ford dealer
27 replaced the driver's side door latch assembly. Ms. Abruscato incurred out-of-pocket costs for
28 the repair.

Donald Brown

93. Plaintiff Daniel Brown resides in Deerfield, New Hampshire. He owns a 2013 Ford Edge which he purchased new from a Ford dealer, AutoFair Ford, in Manchester, New Hampshire on or around July 31, 2012. His vehicle bears Vehicle Identification Number: 2FMDK3GCXDBA62146.

94. Approximately a year and half after his purchase, around mid-2015, the “door ajar” defect manifested in the driver’s side door. Even with the door firmly closed, the display flashed “door ajar” and a distracting beeping sound persisted. Mr. Brown took his vehicle to a Ford technician at AutoFair Ford. The technician informed him that he had a special tool that he would use to make the repair. Mr. Brown paid for the purported repair.

95. Approximately a year after Mr. Brown paid to have the defect purportedly repaired, in the summer of 2016, it manifested again in the same door. As before, the display flashed “door ajar” and the irritating and distracting beeping sound accompanied the display warning. Mr. Brown took his car back to AutoFair Ford. This time, AutoFair replaced the door latch and Mr. Brown again paid for the repair.

Daniel Caron

96. Plaintiff Daniel Caron resides in Boxford, Massachusetts. He owns a 2013 Ford Flex, which he purchased new from a Ford dealership in Las Cruces, New Mexico, on or around September 1, 2013. His vehicle bears Vehicle Identification Number: 2FMGK5B8XDBD28406.

97. In February 2017, when the vehicle had been driven about 50,000 miles, Mr. Caron experienced the “door ajar” defect on the driver’s side door. Even with the door firmly closed, the defect manifested by a distracting beeping sound, the display flashed “door ajar,” the interior dome lights came on and stayed on until higher speeds were reached. The beeping sound was an additional distraction because it ceased when the car was stopped at traffic lights or corners and began again when the car accelerated. The interior lights also remained on when the car was parked and turned off, running down the battery. The interior

1 lights also stayed on, reducing the driver's visibility, especially at night, and making it difficult
2 and dangerous to pull into traffic or drive the vehicle in reverse.

3 98. Believing the car was unsafe to drive, Mr. Caron took his Ford Flex to a Ford
4 dealership in Haverhill, Massachusetts. The Ford dealer repaired the driver's side door;
5 Mr. Caron, paid for the repair.

6 ***Gary Dicken***

7 99. Plaintiff Gary Dicken resides in Ohio. He owns a 2013 Ford Edge that he
8 purchased new on or around December 31, 2012, from Ricart Ford, an authorized Ford dealer,
9 in Columbus, Ohio. His vehicle bears Vehicle Identification Number:
10 2FMDK4JC5DBB42999.

11 100. Prior to purchasing the Ford Edge, Mr. Dicken saw Ford television
12 advertisements featuring the Edge, saw information and promotions regarding the Ford Edge
13 on the internet and spoke with Ford sales representatives at Ricart Ford. The sales
14 representatives did not inform Mr. Dicken regarding the "door ajar" defect.

15 101. In January 2016, while the vehicle was still under warranty, the "door ajar"
16 defect first manifested. The car's "door ajar" warning light stayed on, the audible warning
17 sounded almost continuously, the interior lights stayed on, and the dome light stayed on even
18 after the engine was turned off. On one occasion, the battery ran down and had to be replaced
19 at a cost of \$70 to Mr. Dicken.

20 102. While the vehicle was still under warranty, and while on the phone with a
21 service representative at Don Wood Ford in Athens, Ohio, about other repairs to the vehicle,
22 Mr. Dicken asked the service representative if the "door ajar" defect was covered by his
23 warranty. The Ford representative told Mr. Dicken that the "door ajar" defect repair was not
24 covered by warranty, and it would cost Mr. Dicken about \$300. The Ford service
25 representative further informed Mr. Dicken that while Ford knew about the "door ajar" defect
26 and determined that the problem is due to a faulty door ajar sensor, Ford had decided not to
27 issue a recall or make the repairs at no charge under the warranty.
28

1 103. The “door ajar” defect in Mr. Dicken’s vehicle, at first, manifested
2 intermittently and gradually increased such that the defect manifests almost every time the
3 vehicle is driven. Once the vehicle is parked, Mr. Dicken must open and shut the doors
4 several times, sometimes slamming them, to get the dome light to turn off.

5 104. The “door ajar” defect is ongoing. Mr. Dicken would like to have the defect
6 repaired but at this time cannot afford to pay the estimated \$300 repair costs.

7 ***Anita Farrell***

8 105. Plaintiff Anita Farrell is a citizen of the State of Florida, residing in
9 Jacksonville, Florida.

10 106. On or around November 18, 2013, Ms. Farrell purchased a 2012 Ford Edge
11 from Carmax, a used car retailer located in Jacksonville, Florida. Ms. Farrell purchased (and
12 still owns) this vehicle, which is used for personal, family, and/or household uses. Her vehicle
13 bears Vehicle Identification Number: 2FMDK3GC0CBA22074.

14 107. In or around October 2015, at approximately 50,256 miles, Ms. Farrell
15 experienced a “door ajar” warning light on her instrument cluster. Even with the doors firmly
16 closed, the “door ajar” warning was displayed, and the doors could not be locked from the
17 inside (not even manually). In addition, the interior dome lights stayed on, which is distracting
18 to the driver, especially at night. Ms. Farrell presented her vehicle to Coggin Ford, an
19 authorized Ford dealer and repair center in Jacksonville, Florida. The technician verified that
20 the driver door was causing the “door ajar” issue. The technician removed the driver’s door
21 latch “to electronically clean ajar switch,” presumably as described in TSB 15-0013 (described
22 above). Ms. Farrell was charged for the purported repair.

23 108. In or around May 2017, at approximately 69,075 miles, Ms. Farrell again
24 experienced a “door ajar” warning light on her instrument cluster and presented her vehicle to
25 AutoNation Ford Jacksonville, an authorized Ford dealer and repair center in Jacksonville,
26 Florida. The technician verified that the driver door latch was again causing the “door ajar”
27 issue and replaced the door latch assembly. Ms. Farrell also paid for this repair.
28

John Furno

109. Plaintiff John Furno is a citizen of the State of Illinois, residing in Morton Grove, Illinois.

110. On or around January 1, 2014, Mr. Furno purchased a 2013 Ford Edge from Carmax, a used car retailer located in Schaumburg, Illinois. Prior to purchasing the vehicle, Mr. Furno viewed television ads for the Ford Edge. Mr. Furno purchased (and still owns) this vehicle, which is used for personal, family, and/or household uses. His vehicle bears Vehicle Identification Number: 2FMDK4JC6DBC46823.

111. In or around May 2016, Mr. Furno experienced a “door ajar” warning light on his instrument cluster. Even with the doors firmly closed, the “door ajar” warning was displayed and the doors could not be locked from the inside (not even manually). In addition, the interior dome lights stayed on, which is distracting to the driver, especially at night. Mr. Furno presented his vehicle to Golf Mill Ford, an authorized Ford dealer and repair center in Niles, Illinois. The technician verified that the driver door was causing the “door ajar” issue. The technician determined that TSB 15-0013 applied (described above) and attempted to clean the contacts per the TSB. Mr. Furno paid for this purported repair of the “door ajar” defect.

112. In or around October 2016, only six-months after the purported repair, Mr. Furno again experienced a “door ajar” warning light on his instrument cluster and again presented his vehicle to Golf Mill Ford. The technician verified that the driver door latch was again causing the “door ajar” issue. This time, the technician recommended replacement of the door latch assembly. Mr. Furno authorized the repair and paid for it.

Greg Garat

113. Greg Garat resides in Duvall, Washington. He owns a 2011 Ford Edge LTD that he purchased used on or around June 29, 2012, from Evergreen Ford, an authorized Ford dealer in Issaquah, Washington. His vehicle bears Vehicle Identification Number: 2SMDK4KC2BBB41501.

1 114. Prior to purchasing the vehicle, Mr. Garat saw internet advertising regarding
2 Ford Edge vehicles for sale at Evergreen Ford. After speaking with a Ford sales representative
3 at Evergreen Ford, Mr. Garat purchased a Ford Edge. The salesman did not inform Mr. Garat
4 of any actual or potential “door ajar” defects.

5 115. In late October or early November of 2016, the “door ajar” defect manifested in
6 the driver-side rear door. The “door ajar” warning came on, the dome light came on and
7 would not go off, and the autolock function on all four doors was disabled. Mr. Garat pulled
8 the fuse controlling the interior lights and for approximately the next six months, drove the
9 vehicle without any interior lights.

10 116. Mr. Garat thereafter researched the “door ajar” defect on the internet. He found
11 the defect was a widespread problem and that NHTSA was investigating. He also called
12 Evergreen Ford and asked if the defect was covered by warranty or an extended warranty. The
13 Ford representative informed him that the repairs were not covered by warranty and estimated
14 that the repairs would cost approximately \$350. Given the repair costs and the ongoing
15 NHTSA investigation, Mr. Garat declined to have the defect repaired by the Ford dealer at that
16 time. He considered attempting to repair the defect himself but determined that he did not
17 have the proper tools or expertise. The “door ajar” defect otherwise continued to manifest
18 during this time.

19 117. On April 19, 2017, Mr. Garat took the vehicle to Evergreen Ford to repair the
20 “door ajar” defect. The repair cost \$296.07, which Mr. Garat paid out of pocket.

21 ***John Hannah***

22 118. Plaintiff John Hannah resides in Chesapeake Beach, Maryland. He owns a
23 2013 Ford Edge, which he purchased on or around October 19, 2012, from Prince Frederick
24 Ford, an authorized Ford dealer in Prince Fredrick, Maryland. His vehicle bears Vehicle
25 Identification Number: 2FMDK3JC4DBA73037.

26 119. Prior to purchasing the vehicle, Mr. Hannah viewed television ads and reviewed
27 information on the internet featuring Ford vehicles, including the Ford Edge. He also spoke
28

1 with a Ford sales representative at Prince Frederick Ford. The salesman did not inform
2 Mr. Hannah of any actual or potential “door ajar” defects.

3 120. In or around May 2016, Mr. Hannah experienced the “door ajar” defect on the
4 front door of the driver’s side. Even with the driver’s side door firmly closed, the defect
5 manifested by the doors refusing to lock, the display flashing “door ajar,” the warning chime
6 going off, and the interior lights and dome light coming on and staying on while driving,
7 which were distracting to the driver and unsafe, particularly at night. The interior lights also
8 remained on even when the vehicle was turned off, which drained the battery. Mr. Hannah
9 eventually pulled the fuse on the interior and dome lights.

10 121. Mr. Hannah researched the “door ajar” defect on the internet after it manifested
11 in his vehicle and, based on his research, believed Ford would not pay to repair the defect.
12 Mr. Hannah also directly contacted Ford regarding the defect and his experience with it by
13 sending an email to the president of Ford. No one from Ford responded to Mr. Hannah’s email
14 correspondence.

15 122. Mr. Hannah ultimately opted for a less costly repair of the “door ajar” defect at
16 an independent repair shop, in Owings, Maryland. Mr. Hannah paid approximately \$265 for
17 the repair.

18 ***Gary Kubber***

19 123. Plaintiff Gary Kubber resides in Manlius, New York. He owns a 2013 Ford
20 Edge that he purchased from a car dealership in Pulaski, New York, on or around May 3,
21 2014. At the time of purchase, the vehicle was still under warranty, had been driven just over
22 20,400 miles, and was designated as a Ford-Certified Pre-Owned vehicle (backed by Ford
23 Motor Company). His vehicle bears Vehicle Identification Number:
24 2FMDK4KC0DBC41597.

25 124. In or around July 2016, when the vehicle had been driven about 47,000 miles,
26 the “door ajar” defect manifested. Even with the doors firmly closed, the defect manifested by
27 a distracting ding sound, the display flashed “door ajar,” the interior dome lights came on and
28 stayed on until higher speeds were reached, and the doors could not be locked from the inside

1 with the electronic lock button. Mr. Kubber could manually push down the locks but does not
2 know if the doors were actually locked. When the car was parked and turned off, the interior
3 lights at times remained on, running down the battery.

4 125. Mr. Kubber took his vehicle to F.X. Caprara Ford Inc., a Ford dealer and repair
5 facility in Pulaski. The Ford technician ostensibly repaired the “door ajar” defect. However,
6 about one week later, the same problems began again. This time the Ford shop wanted \$360 to
7 make another attempt to repair the defect. Mr. Kubber contacted Ford Motor Company who
8 refused to pay for the repair. Ultimately, Mr. Kubber paid to have the “door ajar” defect
9 repaired by a mechanic in Syracuse.

10 ***Malisa Nicolau***

11 126. Plaintiff Malisa Nicolau is a citizen of the State of California, residing in San
12 Diego, California 92121.

13 127. On or around June 17, 2015, Ms. Nicolau purchased a 2013 Ford Edge from
14 Encinitas Ford, an authorized Ford dealer located in Encinitas, California. Ms. Nicolau
15 purchased (and still owns) this vehicle, which is used for personal, family, and/or household
16 uses. Her vehicle bears Vehicle Identification Number: 2FMDK3AK9DBA36606.

17 128. In or around December 2015, Ms. Nicolau experienced a “door ajar” warning
18 light on her instrument cluster along with interior lights staying on. She presented her vehicle
19 to Ken Grody Ford, an authorized Ford dealer in Carlsbad, California. Ken Grody Ford
20 verified that the driver door latch was causing the “door ajar” issue and performed a “door
21 latch cleaning” as a warranty repair. Ms. Nicolau inquired whether the issue would reoccur,
22 and the technician informed her that it may recur in the future. Ms. Nicolau inquired if Ken
23 Grody Ford, or Defendant, would cover the repairs under warranty if she was no longer under
24 the time and mileage limitations of the warranty, and the technician indicated it may be
25 possible.

26 129. In or around May 2017, with only 37,927 miles, Ms. Nicolau again experienced
27 a “door ajar” warning light on her instrument cluster along with the interior lights staying on.
28 She again presented her vehicle to Ken Grody Ford in Carlsbad, California. The technician

1 verified that the driver door latch was causing the “door ajar” issue. The technician
2 recommended replacement of the driver door latch assembly, but she would have to pay for it.
3 Because of the serious nature of the “door ajar” defect, Ms. Nicolau paid to have the
4 recommended repair.

5 ***April Nicolo***

6 130. Plaintiff April Nicolo resides in Yardville, New Jersey. She owns a 2013 Ford
7 Edge, which she purchased at Lucas Ford located in Burlington, New Jersey, on or around
8 December 21, 2016. The vehicle was warrantied at the time of purchase and had been driven
9 just 54,000 miles. Her vehicle bears Vehicle Identification Number:
10 2FMDK3JCXDBA29222.

11 131. Prior to purchasing, Ms. Nicolo conducted Internet research regarding the 2013
12 Ford Edge, including comparable vehicles, available safety features, options, and prices.

13 132. Less than six months after purchasing the vehicle, when the vehicle had
14 approximately 58,000 miles on it, Ms. Nicolo experienced the “door ajar” defect on the
15 driver’s side front door. Even with the driver’s side front door firmly closed, the defect
16 manifested itself by causing a distracting ding sound, the vehicle’s display alternately flashed
17 “door ajar” and “shift to park,” the interior lights came on and stayed on until higher speeds
18 were reached, and the doors could not be locked from the inside (not even manually). When
19 the car was parked and turned off, the interior lights at times remained on, running down the
20 battery.

21 133. Ms. Nicolo took the car to McCafferty Ford, a dealership in Langhorne,
22 Pennsylvania, on or around May 9, 2017, to diagnose the problem and potentially repair the
23 issue. After being quoted \$511.00 to repair the defect, Ms. Nicolo refused to have the vehicle
24 repaired there (although she was still forced to pay the dealership \$127.95 out-of-pocket for
25 the diagnostic). Ms. Nicolo instead paid \$297.61 to Eastern Automotive, LLC, a third-party
26 repair facility located in Hamilton, New Jersey, to remove and replace the driver’s side front
27 door lock actuator to repair the defect.
28

134. Approximately two months later, in July 2017, the “door ajar” defect manifested on the driver’s side rear door of Ms. Nicolo’s vehicle. As with the driver’s side front door, the defect caused a distracting ding sound, the display alternately flashed “door ajar” and “shift to park,” the interior lights came on and stayed on until higher speeds were reached, and the doors could not be locked from the inside (not even manually). Because the interior lights would stay on even when the car was parked and turned off, the battery was drained on a number of occasions. Ms. Nicolo paid Lucas Ford, a dealership in Burlington, New Jersey, \$388.00 to remove and replace the driver’s side rear door lock actuator on her vehicle to fix the defect.

CLASS ACTION ALLEGATIONS

135. Plaintiffs bring this class action pursuant to Fed. R. Civ. P. 23(a) and (b)(3) on behalf of a proposed Class defined as:

All persons who are current or former owners, purchasers or lessees of a Subject Vehicle distributed for sale or lease in any of the fifty States, the District of Columbia, Puerto Rico, and all other United States territories and possessions.

136. Alternatively, Plaintiffs allege a multi-state Class or single state Classes defined as:

All persons who are current or former owners, purchasers or lessees of a Subject Vehicle distributed for sale or lease in California, Florida, Illinois, Maryland, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Ohio, Washington and other states with similar laws.

Excluded from the Class are: (a) Ford, its officers, directors, and employees; its affiliates and affiliates’ officers, directors, and employees; its distributors and distributors’ officers, directors, and employees; and Ford Dealers and Ford Dealers’ officers and directors; (b) Plaintiffs’ Counsel; (c) judicial officers and their immediate family members and associated court staff assigned to this case; and (d) persons or entities who or which timely and properly exclude themselves from the Class.

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

138. **Numerosity – Federal Rule of Civil Procedure 23(a)(1).** The Class consists of approximately a million people. Therefore, the Class is so numerous that joinder of all members would be impracticable.

139. **Commonality and Predominance – Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3).** This action involves common questions of law and fact that predominate over any questions affecting individual Class members, including:

- a. whether Subject Vehicles are defective;
- b. whether Subject Vehicles' defects constitute a safety risk;
- c. whether Ford misrepresented the standard, quality, and characteristics of Subject Vehicles;
- d. whether Ford's misrepresentations regarding the standard, quality, and characteristics of Subject Vehicles were likely to mislead reasonable consumers;
- e. whether Ford's omission that the "door ajar" warnings on Subject Vehicles were faulty was a material fact that a reasonable consumer would be expected to rely on when deciding whether to purchase or lease a Subject Vehicle;
- f. whether Plaintiffs and the other Class members have been damaged and, if so, the extent of such damages; and
- g. whether Plaintiffs and the other Class members are entitled to equitable relief, including, but not limited to, restitution and injunctive relief.

140. Ford engaged in a common course of conduct giving rise to the legal rights sought to be enforced by Plaintiffs, individually and on behalf of the other Class members. Similar or identical statutory and common law violations, business practices, and injuries are

involved. Individual questions, if any, pale by comparison, in both quality and quantity, to the numerous common questions that dominate this action.

141. **Typicality – Federal Rule of Civil Procedure 23(a)(3).** Plaintiffs' claims are typical of the claims of the other Class members because, among other things, Plaintiffs and the other Class members were injured through Ford's substantially uniform misconduct described above. Plaintiffs advance the same claims and legal theories on behalf of themselves and all other Class members, and no defense is available to Defendant that is unique to any one plaintiff.

142. **Adequacy of Representation – Federal Rule of Civil Procedure 23(a)(4).** Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the other Class members. Additionally, Plaintiffs have retained counsel competent and experienced in complex class action litigation. Thus, the Class's interests will be fairly and adequately protected by Plaintiffs and their counsel.

143. **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 matter as a class action. The damages, harm, or other financial detriment suffered individually by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to litigate their claims on an individual basis against Defendant, making it impracticable for Class members to individually seek redress for Defendant's wrongful conduct. Even if Class members could afford individual litigation, the court system should not be forced to shoulder such inefficiency. Individualized litigation would create a potential for inconsistent or contradictory judgments and increase the delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, providing the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.

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CAUSES OF ACTION**COUNT I****VIOLATION OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT**

(On Behalf of Plaintiffs Baranco and Nicolau and the Nationwide Class
or, Alternatively, the Multi-State Class)

144. Plaintiffs repeat and reallege all other paragraphs as if fully set forth herein.

145. Defendant is a “person” under Cal. Civ. Code §1761(c).

146. Plaintiffs and each of the Class members are “consumers,” as defined by Cal. Civ. Code §1761(d), because they purchased or leased one or more Subject Vehicles for personal, family, or household purposes.

147. Defendant’s conduct, as described herein, in misrepresenting in Subject Vehicles’ Manuals that Subject Vehicles’ warnings and alarms will sound only if a vehicle door is open, and omitting the fact that it designed and manufactured Subject Vehicles with a uniform defect within the door latch switch that can cause unwarranted “door ajar” warnings and other related problems, violates the California Consumers Legal Remedies Act (“CLRA”), Cal. Civ. Code §§1750, *et seq.* Specifically, Defendant violated the CLRA by misrepresenting and omitting material facts regarding Subject Vehicles, and by engaging in the following practices proscribed by Cal. Civil Code §1770(a) in transactions that were intended to result in, and did result in, the sale of Subject Vehicles:

- a. representing that Subject Vehicles have approval, characteristics, ingredients, uses, benefits, or quantities which they do not have;
- b. representing that Subject Vehicles were of a particular standard, quality, or grade if they are of another;
- c. advertising Subject Vehicles with intent not to sell them as advertised;
and
- d. representing that Subject Vehicles have been supplied in accordance with previous representations when they have not.

148. Defendant violated the Act by selling Subject Vehicles that it knew possessed uniform defects that caused the Subject Vehicles to issue a “door ajar” warning when the doors were closed and exposed the public to an unreasonable safety risk. Defendant omitted from Plaintiffs and the other Class members, to whom it had a duty to disclose, the material fact that Subject Vehicles were sold with defective door latch switches that issued false door ajar warnings and caused the doors to remain unlocked and the interior lights to remain on. This is a fact that a reasonable consumer would consider important in selecting a vehicle to purchase or lease.

149. During any one of Plaintiffs Baranco’s and Nicolau’s multiple interactions with Ford dealerships, Ford could have disclosed the material fact of the defect, that would have resulted in Plaintiffs receiving the information.

150. Ford’s Technical Service Bulletins were false and deceptive because they recommended a “fix”—cleaning the electrical connector—that did not resolve the false “door ajar” warning defect. The Technical Service Bulletins instituted by Ford were not adequate and Subject Vehicles are still defective.

151. Pursuant to California Civil Code §1782(d), Plaintiffs, individually and on behalf of the other Class members, seek a court order enjoining the above-described wrongful acts and practices of Defendant, ordering Defendant to extend repair remedies to all Class members who experience faulty door ajar warnings, and awarding restitution and disgorgement.

152. Pursuant to §1782 of the Act, Plaintiffs notified Defendant in writing of the particular violations of §1770 of the Act and demanded that Defendant rectify the problems associated with the actions detailed above and notify all affected consumers of Defendant’s intent to so act. A copy of the letter is attached as Exhibit A. Defendant failed to rectify or agree to rectify the problems associated with the actions detailed above and or to give notice to all affected consumers within 30 days of the date of written notice pursuant to §1782 of the Act. Accordingly, Plaintiffs also seek damages proximately caused by Defendant’s violation of the CLRA. Such damages include paying more for Subject Vehicles than they should have,

expending time, effort, and money to repair or attempt to repair the defect, diminished value of Subject Vehicles, and other damages proximately caused by Defendant's misconduct as alleged herein.

153. Defendant's conduct is fraudulent, wanton, and malicious, thereby entitling Plaintiffs and the other Class members to punitive damages. Plaintiffs also seek attorneys' fees and costs as permitted by the CLRA.

154. Pursuant to §1782(d) of the Act, attached as Exhibit B is the affidavit showing that this action was commenced in the proper form.

COUNT II

VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

(On Behalf of Plaintiffs Baranco and Nicolau and the Nationwide Class
or, Alternatively, the Multi-State Class)

155. Plaintiffs repeat and reallege all other paragraphs as if fully set forth herein.

156. The Unfair Competition Law, California Business & Professions Code §§17200, *et seq.* ("UCL"), prohibits any "unlawful," "fraudulent," or "unfair" business act or practice and any false or misleading advertising. In the course of conducting business, Defendant committed "unlawful" business practices by, among other things, making the representations and omissions of material facts, as set forth more fully herein, and violating California Civil Code §§1572, 1573, 1709, 1711, 1770(a)(5), (7), (9), and (16), and California Business & Professions Code §§17500, *et seq.*, and the common law. Plaintiffs, individually and on behalf of the other Class members, reserve the right to allege other violations of the law, which constitute other unlawful business acts or practices. Such conduct is ongoing and continues to this date.

157. In the course of conducting business, Defendant committed "unfair" business practices by, among other things, making the representations and omissions of material facts that Subject Vehicles' door warnings and alarms will sound only if a vehicle door is open, as alleged. During any one of Plaintiffs Baranco's and Nicolau's multiple interactions with Ford dealerships, Ford could have disclosed the material fact of the defect, and that would have

1 resulted in Plaintiffs receiving the information. There is no societal benefit from such false
 2 and misleading representations and omissions—only harm. While Plaintiffs and the other
 3 Class members were harmed by this conduct, Defendant was unjustly enriched. As a result,
 4 Defendant's conduct is "unfair," as it has offended an established public policy. Further,
 5 Defendant engaged in immoral, unethical, oppressive, and unscrupulous activities that are
 6 substantially injurious to consumers.

7 158. Further, as set forth in this complaint, Plaintiffs allege violations of consumer
 8 protection, unfair competition, and truth in advertising laws in California and other states,
 9 resulting in harm to consumers. Defendant's acts and omissions also violate and offend the
 10 public policy against engaging in false and misleading advertising, unfair competition, and
 11 deceptive conduct towards consumers. This conduct constitutes violations of the unfair prong
 12 of California Business & Professions Code §§17200, *et seq.* There were reasonably available
 13 alternatives to further Defendant's legitimate business interests other than the conduct
 14 described herein.

15 159. California Business & Professions Code §§17200, *et seq.*, also prohibits any
 16 "fraudulent business act or practice." In the course of conducting business, Defendant
 17 committed "fraudulent business act[s] or practices" by, among other things, prominently
 18 making the representations (which also constitute advertising within the meaning of §17200)
 19 and omissions of material facts regarding the safety, characteristics, and production quality of
 20 the Subject Vehicles.

21 160. Defendant's actions, claims, omissions, and misleading statements, as more
 22 fully set forth above, were also false or misleading and likely to deceive the consuming public
 23 within the meaning of California Business & Professions Code §§17200, *et seq.*

24 161. Plaintiffs, in fact, have been deceived as a result of their reliance on
 25 Defendant's material representations and omissions, which are described above. Plaintiffs
 26 have suffered injury in fact and lost money as a result of purchasing or leasing one of the
 27 Subject Vehicles. Such injury includes paying more for Subject Vehicles than they should
 28 have, expending time, effort and money to repair or attempt to repair the defect, diminished

1 value of Subject Vehicles, and other damages proximately caused by Defendant's misconduct
2 as alleged herein.

3 162. Unless restrained and enjoined, Defendant will continue to engage in the above-
4 described conduct. Accordingly, injunctive relief is appropriate. Plaintiffs, on behalf of
5 themselves, all others similarly situated, and the general public, seek restitution from
6 Defendant of all money obtained from Plaintiffs and the other Class members collected as a
7 result of unfair competition, an injunction prohibiting Defendant from continuing such
8 practices, corrective advertising, and all other relief this Court deems appropriate, consistent
9 with California Business & Professions Code §17203.

10 **COUNT III**

11 **VIOLATION OF THE FLORIDA DECEPTIVE AND** 12 **UNFAIR TRADE PRACTICES ACT**

13 (On Behalf of Plaintiff Farrell and the Nationwide Class
14 or, Alternatively, the Multi-State Class)

15 163. Plaintiff repeats and realleges all other paragraphs as if fully set forth herein.

16 164. The purpose of the Florida Deceptive and Unfair Trade Practices Act
17 ("FDUTPA") is "to protect the consuming public ... from those who engage in unfair methods
18 of competition, or unconscionable, deceptive, or unfair acts or practices in the conduct of any
19 trade or commerce." Fla. Stat. §501.202 (2). FDUTPA prohibits "[u]nfair methods of
20 competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the
21 conduct of any trade or commerce." Fla. Stat. §501.204(1).

22 165. Plaintiff Farrell and the other Class members are "consumers" as defined by
23 Fla. Stat. §501.203(7). Defendant was engaged in and committed the acts alleged herein in the
24 course of "trade or commerce" within the meaning of Fla. Stat. §501.203(8).

25 166. Defendant violated FDUTPA by the conduct, statements, and omissions
26 described above, and by knowingly and intentionally concealing from consumers the existence
27 of the defective door latches (and the costs and diminished value of Subject Vehicles as a
28 result of Defendant's conduct). Accordingly, Defendant engaged in unfair or deceptive acts or

practices as defined by FDUTPA, including representing that Subject Vehicles have characteristics, uses, benefits, and qualities which they do not have, representing that Subject Vehicles are of a particular standard and quality when they are not, advertising Subject Vehicles with the intent not to sell them as advertised, and otherwise engaging in conduct likely to deceive.

167. The facts concealed or not disclosed by Defendant to Plaintiff Farrell and the other Class members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease a Subject Vehicle or pay a lesser price. Had Plaintiff and the other Class members known about the defective door latches, they would not have purchased or leased Subject Vehicles, or would have paid less for the Subject Vehicles.

168. Plaintiff Farrell and the other Class members were injured and incurred actual damages as a result of Defendant's conduct in that they purchased or leased Subject Vehicles that have unsafe and nonfunctioning door locks, overpaid for their Subject Vehicles and did not receive the benefit of their bargain, paid for repairs or attempted repairs of the defect, their Subject Vehicles have suffered a diminution in value, and suffered other injuries proximately caused by Defendant's misconduct as alleged herein. These injuries are the direct and proximate consequence of Defendant's misconduct and violation of Fla. Stat. §501.201.

169. Pursuant to Fla. Stat. §501.211(1) and (2), Plaintiff Farrell, on behalf of herself and the other Class members, seeks an order for restitution, disgorgement, and damages. Additionally, pursuant to Fla. Stat. §501.2105, Plaintiff Farrell claims attorneys' fees and costs as permitted by the statute.

COUNT IV

VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE PRACTICES ACT

(On Behalf of Plaintiffs Abruscato and Furno and the Nationwide Class
or, Alternatively, the Multi-State Class)

170. Plaintiffs repeat and reallege all other paragraphs as if fully set forth herein.

171. The Illinois Consumer Fraud and Deceptive Business Practices Act prohibits unfair or deceptive acts or practices in the conduct of any trade or commerce, including “the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, ... whether any person has in fact been misled, deceived, or damaged thereby.” 815 Ill. Comp. Stat. §505/2. The Act also prohibits suppliers from representing that their goods are of a particular quality or grade that they are not.

172. The Subject Vehicles are “merchandise” as defined in 815 Ill. Comp. Stat. §505/1(b). Defendant is a “person” as defined in 815 Ill. Comp. Stat. §505/1(c). Plaintiffs Abruscato and Furno and the other Class members are “consumers” as defined in 815 Ill. Comp. Stat. §505/1(e) because they purchased or leased their vehicles for personal use and not for resale in the ordinary course of their trade or business.

173. Defendant engaged in deception, fraud, unfair practices, and concealment by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from consumers the existence of the defective door latches (and the costs and diminished value of Subject Vehicles as a result of Defendant’s conduct). Accordingly, Defendant engaged in unfair or deceptive acts or practices as defined in 815 Ill. Comp. Stat. §505/2, including representing that Subject Vehicles have characteristics, uses, benefits, and qualities which they do not have; representing that Subject Vehicles are of a particular standard and quality when they are not; advertising Subject Vehicles with the intent not to sell them as advertised; and otherwise engaging in conduct likely to deceive.

174. The facts concealed or not disclosed by Defendant to Plaintiffs Abruscato and Furno and the other Class members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease a Subject Vehicle or pay a lesser price. Ford could have provided Plaintiffs with the omitted information because Plaintiff Abruscato purchased her Subject Vehicle from a Ford dealership, and Plaintiff Furno viewed television ads for the Ford Edge before purchasing it. Had Plaintiffs and the other

1 Class members known about the defective door latches, they would not have purchased or
2 leased Subject Vehicles or would have paid less for the Subject Vehicles.

3 175. Plaintiffs Abruscato and Furno and the other Class members were injured as a
4 result of Defendant's conduct in that they purchased or leased Subject Vehicles that had unsafe
5 and nonfunctioning door locks, overpaid for their Subject Vehicles and did not receive the
6 benefit of their bargain, paid for repairs or attempted repairs of the defect, their Subject
7 Vehicles have suffered a diminution in value, and suffered other injuries proximately caused
8 by Defendant's misconduct as alleged herein. These injuries are the direct and natural
9 consequence of Defendant's misconduct.

10 176. The injuries suffered by Plaintiffs and the other Class members are greatly
11 outweighed by any potential countervailing benefit to consumers or to competition, nor are
12 they injuries that Plaintiffs and the other Class members should have reasonably avoided.

13 177. Plaintiffs Abruscato and Furno's and the other Class members' injuries were
14 proximately caused by Defendant's fraudulent and deceptive business practices.

15 178. Defendant's conduct in this regard was wanton, willful, outrageous, and in
16 reckless indifference to the rights of Plaintiffs and the other Class members, and warrants the
17 imposition of punitive damages. Plaintiffs also seek attorneys' fees as permitted by 815 Ill.
18 Comp. Stat. §505/10a.

19 **COUNT V**

20 **VIOLATION OF THE MARYLAND CONSUMER PROTECTION ACT**

21 (On Behalf of Plaintiff John Hannah and the Nationwide Class
22 or, Alternatively, the Multi-State Class)

23 179. Plaintiff repeats and realleges all other paragraphs as if fully set forth herein.

24 180. One of the purposes of Maryland's Consumer Protection Act, MCPA, Md.
25 Code Ann. Com. Law §13-101, *et seq.*, is to "assist the public in obtaining relief from []
26 [unlawful consumer practices], and to prevent these practices from occurring in Maryland."
27 MCPA §13-102.
28

181. The MCPA §13-303 prohibits “unfair or deceptive trade practices.” Under MCPA §13-301, unfair or deceptive trade practices include:

- (1) False, ..., or misleading oral or written statement, ... or other representation of any kind which has the capacity, tendency, or effect of deceiving or misleading consumers;
- (2) Representation that: (i) Consumer goods ... have a ...characteristic, ingredient, use, benefit ... which they do not have;
- (3) Failure to state a material fact if the failure deceives or tends to deceive;
- (4) Advertisement or offer of consumer goods ... (i) without intent to sell, lease, or rent them as advertised or offered; and
- (5) Deception, fraud, false pretense, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection with: (i) The promotion or sale or any consumer goods,

182. Plaintiff Hannah and other Class members are “consumers” under MCPA §13-101(c).

183. Defendant engaged in unfair and deceptive trade practices through the conduct, statements, and omissions described above, and by knowingly and intentionally concealing and omitting from Plaintiff Hannah and the other Class members the existence of the defective door latches (and the costs and diminished value of Subject Vehicles as a result of Defendant’s conduct) in connection with the marketing, sale, and advertisement of Subject Vehicles. Ford had knowledge of the defect at the time it made misrepresentations or omitted to disclose material information to Plaintiff Hannah and other Class members. Prior to and at the time of purchase, neither Ford, nor any of its dealerships, informed Plaintiff Hannah of the defect despite Ford’s duty under the MCPA to disclose material defects to consumers.

184. The facts concealed and omitted by Defendant were material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease a Subject Vehicle. Had the defect been publicly disclosed or confirmed by

1 Defendant prior to Plaintiff Hannah's purchase of his Subject Vehicle, he either would not
2 have purchased the vehicle, or would have paid substantially less for it.

3 185. Plaintiff Hannah and the other Class members suffered ascertainable losses as a
4 result of Defendant's conduct in that they purchased or leased Subject Vehicles with unsafe
5 and nonfunctioning door locks, paid for repairs or attempted repairs of the defect, and their
6 Subject Vehicles have suffered a diminution in value and are worth less than as represented by
7 Defendant. These losses were the direct and natural consequence of Defendant's misconduct.

8 186. Pursuant to MCPA §13-401 *et seq.*, Plaintiff Hannah, individually and on
9 behalf of the other Class members, seeks a court order directing Defendant to pay damages
10 sustained by Plaintiff Hannah and the other Class members, appropriate equitable and
11 injunctive relief, and attorneys' fees, costs, and expenses.

12 COUNT VI

13 **VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT**

14 (On Behalf of Plaintiff April Nicolo and the Nationwide Class
15 or, Alternatively, the Multi-State Class)

16 187. Plaintiff repeats and realleges all other paragraphs as if fully set forth herein.

17 188. New Jersey's Consumer Fraud Act, N.J.S.A. §§56:8-1, *et seq.*, prohibits "[t]he
18 act, use or employment by any person of any unconscionable commercial practice, deception,
19 fraud, false pretense, false promise, misrepresentation, or the knowing, concealment,
20 suppression, or omission of any material fact with intent that others rely upon such
21 concealment, suppression or omission, in connection with the sale or advertisement of any
22 merchandise." N.J.S.A. §56:8-2.

23 189. Defendant engaged in an unconscionable commercial practice, deception, fraud,
24 and concealment though the conduct, statements, and omissions described above, and by
25 knowingly and intentionally concealing and omitting from Plaintiff Nicolo and the other Class
26 members the existence of the defective door latches (and the costs and diminished value of
27 Subject Vehicles as a result of Defendant's conduct) in connection with the marketing, sale,
28 and advertisement of Subject Vehicles. Prior to, and at the time of, her purchase, neither Ford,

nor any of its dealerships, informed Plaintiff Nicolo of the defect despite Ford's duty to disclose material defects to consumers.

190. The facts concealed and omitted by Defendant were material in that a reasonable consumer would have considered them to be important in deciding whether to purchase or lease a Subject Vehicle. Had the defect been publicly disclosed or confirmed by Defendant prior to Plaintiff Nicolo's purchase of her Subject Vehicle, she either would not have purchased the vehicle, or would have paid substantially less for it.

191. Plaintiff Nicolo and the other Class members suffered ascertainable losses as a result of Defendant's conduct in that they purchased or leased Subject Vehicles with unsafe and nonfunctioning door locks, paid for repairs or attempted repairs of the defect, and their Subject Vehicles have suffered a diminution in value and are worth less than as represented by Defendant. These losses are the direct and natural consequence of Defendant's misconduct.

192. Pursuant to N.J.S.A. §56:8-19, Plaintiff Nicolo, individually and on behalf of the other Class members, seeks a court order directing Defendant to pay threefold the damages sustained by Plaintiff Nicolo and the other Class members, appropriate equitable relief, and attorneys' fees, costs, and expenses.

COUNT VII

VIOLATION OF NEW HAMPSHIRE CONSUMER PROTECTION ACT

(On Behalf of Plaintiff Donald Brown and the Nationwide Class
or, Alternatively, the Multi-State Class)

193. Plaintiff repeats and realleges all other paragraphs as if fully set forth herein.

194. Plaintiff Donald Brown, the other Class members, and Defendant are "persons" as defined by N.H. Rev. Stat. §358-A:1(I). Defendant engaged in "trade" or "commerce" as defined by N.H. Rev. Stat. §358-A:1(II).

195. New Hampshire's Consumer Protection Act, N.H. Rev. Stat. §§358-A:1, *et seq.*, makes it "unlawful for any person to use any unfair method of competition or any unfair or deceptive act or practice in the conduct of any trade or commerce in this state." N.H. Rev. Stat. §358-A:2. Defendant violated, and continues to violate, the New Hampshire Consumer

1 Protection Act by engaging in the following practices proscribed by N.H. Rev. Stat. §358-A:2
 2 in transactions with Plaintiff Brown and the other Class members, which were intended to
 3 result in, and did result in, the sale of the Subject Vehicles, by:

4 (V) “representing that [the Subject Vehicles have] ... approval,
 5 characteristics, ... uses [and] benefits ... [which] they do not have”;

6 (VII) “representing that [the Subject Vehicles are] of a particular standard,
 7 quality or grade ... if they are of another”; and

8 (IX) “Advertising goods or services with intent not to sell them as
 9 advertised.”

10 196. Defendant also violated the New Hampshire Consumer Protection Act by
 11 representing and failing to disclose material facts regarding the door ajar defect in Subject
 12 Vehicles, as described above, when it knew, or should have known, that the representations
 13 were false and misleading, and that the omissions were of material facts it was obligated to
 14 disclose.

15 197. As alleged herein, Plaintiff Brown and the other Class members have been
 16 damaged as a result of Defendant’s conduct. Such damages include paying more for Subject
 17 Vehicles than they should have, expending time, effort and money to repair or attempt to
 18 repair the defect, diminished value of Subject Vehicles, and other damages proximately caused
 19 by Defendant’s misconduct as alleged herein.

20 198. Pursuant to N.H. Rev. Stat. §358-A:10-a, Plaintiff Brown, individually and on
 21 behalf of the other Class members, seeks a court order enjoining the above-described wrongful
 22 acts and practices of Defendant and other appropriate equitable relief. Plaintiff Brown,
 23 individually and on behalf of the other Class members, also seeks actual damages and
 24 reasonable attorneys’ fees pursuant to N.H. Rev. Stat. §358-A:10-a.

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COUNT VIII

VIOLATION OF NEW MEXICO UNFAIR PRACTICES ACT

(On Behalf of Plaintiff Daniel Caron and the Nationwide Class
or, Alternatively, the Multi-State Class)

199. Plaintiff repeats and realleges all other paragraphs as if fully set forth herein.

200. New Mexico's Unfair Practices Act, N.M. Stat. §§57-12-1, *et seq.*, prohibits any "unfair or deceptive trade practice" declared unlawful pursuant to the Unfair Practices Act, and "false or misleading oral or written statement, visual description or other representation" in connection with the sale of goods that "may, tends to or does deceive any person." N.M. Stat. §57-12-2(D); N.M. Stat. §57-12-3. Plaintiff Daniel Caron is a "person" as defined by N.M. Stat. §57-12-2(A).

201. Defendant violated, and continues to violate, the New Mexico Unfair Practices Act by engaging in the following practices proscribed by N.M. Stat. §57-12-2(D) in transactions with Plaintiff Caron and the other Class members, which were intended to result in, and did result in, the sale of the Subject Vehicles, by:

(5) "representing that [the Subject Vehicles have] ... approval, characteristics, ... uses [and] benefits ... [which] they do not have";

(7) "representing that [the Subject Vehicles are] of a particular standard, quality or grade ... if they are of another"; and

(14) "using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if doing so deceives or tends to deceive."

202. Defendant also violated the New Mexico Unfair Practices Act by representing and failing to disclose material facts regarding the door ajar defect in Subject Vehicles, as described above, when it knew, or should have known, that the representations were false and misleading, and that the omissions were of material facts it was obligated to disclose.

203. Defendant also engaged in an unconscionable trade practice under N.M. Stat. §57-12-2(E) by selling Subject Vehicles such that there is a "gross disparity between the value

received by a person and the price paid,” and by failing to disclose the costs, risks and diminished value of Subject Vehicles as a result of the defect.

204. As alleged herein, Plaintiff Caron and the other Class members have been damaged as a result of Defendant’s conduct. Such damages include paying more for Subject Vehicles than they should have, expending time, effort and money to repair or attempt to repair the defect, diminished value of Subject Vehicles, and other damages proximately caused by Defendant’s misconduct as alleged herein.

205. Pursuant to N.M. Stat. §57-12-10(A), Plaintiff Caron, individually and on behalf of the other Class members, seeks a court order enjoining the above-described wrongful acts and practices of Defendant. Pursuant to N.M. Stat. §57-12-10(B) and (E), Plaintiff Caron, individually and on behalf of the other Class members, also seeks actual damages or the sum of \$100, whichever is greater, and awards up to three times actual damages for Defendant’s willful violation of the New Mexico Unfair Practices Act. Pursuant to N.M. Stat. §57-12-10(C), Plaintiff Caron, individually and on behalf of the other members of the Class, also seeks attorneys’ fees and costs.

COUNT IX

VIOLATION OF NORTH CAROLINA’S CONSUMER PROTECTION STATUTE

(On Behalf of Plaintiff James Abbitt and the Nationwide Class
or, Alternatively, the Multi-State Class)

206. Plaintiff repeats and realleges all other paragraphs as if fully set forth herein.

207. This cause of action is brought pursuant to North Carolina’s consumer protection statute, N.C. Gen. Stat. §§75-1.1, *et seq.* (the “North Carolina Act”). Plaintiff James Abbitt and the other Class members are persons within the meaning of the North Carolina Act.

208. The North Carolina Act, §75-1.1, declares that “unfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce, are declared unlawful.” Defendant’s sale of Subject Vehicles is “commerce” as defined by the North Carolina Act.

209. Defendant violated the North Carolina Act by making representations of material fact that Subject Vehicles' door warnings and alarms will sound only if a vehicle door is open, and omitting the material fact that it designed and manufactured Subject Vehicles with a uniform defect within the door latch switch that can cause unwarranted "door ajar" warnings and other related problems. There is no societal benefit from such deceptive acts and false representations and omissions—only harm.

210. Defendant's conduct, including misrepresentations and omissions in the course of commerce, inflicted real injury and damage upon Plaintiff Abbitt and the other Class members who purchased or leased defective Subject Vehicles. Such damages include paying more for Subject Vehicles than they should have, expending time, effort and money to repair or attempt to repair the defect, diminished value of Subject Vehicles, and other damages proximately caused by Defendant's misconduct as alleged herein.

211. Thus, as a result of Defendant's unlawful conduct, Plaintiff Abbitt and the other Class members are entitled to judgment, full restitution and damages, including treble damages. *See* N.C. Gen. Stat. §75-16 ("if damages are assessed in such case judgment shall be rendered in favor the plaintiff and against the defendant for treble the amount fixed by the verdict"). Plaintiff Abbitt and the other Class members also seek costs, including attorneys' fees and expenses.

212. Defendant willfully engaged in the above-described unfair and deceptive acts and practices constituting violations of the North Carolina Act. Defendant knew or should have known that its unfair and deceptive acts and practices were frivolous and malicious.

COUNT X

VIOLATION OF THE OHIO CONSUMER SALES PRACTICES ACT

(On Behalf of Plaintiff Dicken and the Nationwide Class
or Alternatively, the Multi-State Class)

213. Plaintiff repeats and realleges all other paragraphs as if fully set forth herein.

214. The Ohio Consumer Sales Practices Act, Ohio Rev. Code §§1345.01, *et seq.* (“OCSPA”), prohibits “unfair or deceptive act or practice in connection with a consumer transaction.” Ohio Rev. Code §1345.02(A).

215. Plaintiff Dicken and the other Class members are “consumers” as defined by the OCSPA, and Defendant is a “supplier” as defined by the OCSPA. Ohio Rev. Code §1345.01(C) and (D). Plaintiff Dicken’s and the other Class members’ purchases or leases of Subject Vehicles were “consumer transactions” as defined by the OCSPA. Ohio Rev. Code §1345.01(A).

216. Defendant violated, and continues to violate, the OCSPA by engaging in the following practices proscribed by Ohio Rev. Code §1345.02(B) in consumer transactions with Plaintiff Dicken and the other Class members that were intended to result in, and did result in, the sale or lease of the Subject Vehicles, by representing:

- (1) That the [Subject Vehicles have] ... approval, performance characteristics, ... uses, or benefits that [they do] not have;
- (2) That the [Subject Vehicles are] of a particular standard, quality, [or] grade, ... if [they are] not; ... [and]
- (5) That the [Subject Vehicles have] been supplied in accordance with a previous representation, if [they have] not

217. Defendant also engaged in an unconscionable trade practice in violation of Ohio Rev. Code §1345.03 by knowingly (as defined in Ohio Rev. Code §1345.01(E)) selling Subject Vehicles whose “price was substantially in excess of the price at which similar property [was] readily obtainable in similar consumer transactions by like consumers,” by knowing “of the inability of the consumer to receive a substantial benefit from the subject of the consumer transaction,” and by “knowingly ma[king] a misleading statement of opinion on which the consumer was likely to rely to the consumer’s detriment.”

218. The Ohio Attorney General has made available for public inspection prior state court decisions holding that the acts and omissions of Defendant in this Complaint, including, but not limited to, the failure to honor implied warranties, the making and distribution of false,

1 deceptive, and/or misleading representations, charging for repairs that were incomplete, and
 2 concealing and/or not disclosing a dangerous defect, constitute deceptive and/or
 3 unconscionable sales practices in violation of the OCSA. These cases include, but are not
 4 limited to:

- 5 a. *Mason v. Mercedes-Benz USA, LLC* (OPIF #10002382);
- 6 b. *Williams v. Am. Suzuki Motor Corp.* (OPIF #10002677);
- 7 c. *State ex rel. Brown v. Bud Fletcher Used Cars, Inc.* (OPIF #10000228);
- 8 d. *State ex rel. Brown v. Lyons* (OPIF #10000304);
- 9 e. *State ex rel. Brown v. Spitzer Ford, Inc.* (OPIF #10000388);
- 10 f. *Brinkman v. Mazda Motor of Am., Inc.* (OPIF #10001427);
- 11 g. *Khoury v. Lewis* (OPIF #10001995);
- 12 h. *Walls v. Harry Williams dba Butch's Auto Sales* (OPIF #10001524);
- 13 i. *Brown v. Spears* (OPIF #10000403);
- 14 j. *Blankenship v. CFMOTO Powersports, Inc.* (OPIF #10002922);
- 15 k. *Fribourg v. Vandemark* (OPIF #10001874);
- 16 l. *State ex rel. Petro v. Craftmatic Org., Inc.* (OPIF #10002347);
- 17 m. *Crye v. Smolak dba Jerry's Automatic Transmission* (OPIF #10001589).

18 219. As a direct and proximate result of Defendant's violations of the OCSA as
 19 alleged herein, Plaintiff Dicken and the other Class members have suffered injury-in-fact
 20 and/or actual damage and did not receive the benefit of their bargain. If Defendant's violations
 21 are not stopped, Plaintiff Dicken and the other Class members will continue to be harmed.
 22 Such damages include paying more for Subject Vehicles than they should have, expending
 23 time, effort, and money to repair or attempt to repair the defect, diminished value of Subject
 24 Vehicles, and other damages proximately caused by Defendant's misconduct as alleged herein.
 25 During any one of Plaintiff Dicken's multiple interactions with the Ford dealership, Ford could
 26 have disclosed the material fact of the defect, which would have resulted in Plaintiff Dicken
 27 receiving the information.
 28

220. Plaintiff Dicken and the other Class members sustained damages as a result of Defendant's unlawful acts, and, therefore, are entitled to damages and other relief as provided under the OCSPA.

221. Plaintiff Dicken, on behalf of himself and the other Class members, also seeks court costs and attorneys' fees as a result of Defendant's violations of the OCSPA, as provided in Ohio Rev. Code §1345.09.

COUNT XI

VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT

(On Behalf of Plaintiff Garat and the Nationwide Class
or Alternatively, the Multi-State Class)

222. Plaintiff repeats and realleges all other paragraphs as if fully set forth herein.

223. The purpose of the Washington Consumer Protection Act, Wash Rev. Code §§19.86.010, et seq. ("WCPA"), "is to complement the body of federal law governing restraints of trade, unfair competition and unfair, deceptive, and fraudulent acts or practices in order to protect the public and foster fair and honest competition." Wash Rev. Code §19.86.920. The WCPA prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce." Wash Rev. Code §19.86.020.

224. Plaintiff Garat, the other Class members, and Defendant are "persons" as defined by the WCPA. Wash. Rev. Code §19.86.010(1). The Subject Vehicles are "assets" as defined by the WCPA, and Plaintiff Garat's and the other Class members' purchases or leases of Subject Vehicles were actions in "trade" and "commerce" as defined by the WCPA. Wash. Rev. Code §19.86.010(2) and (3).

225. In the course of conducting business, Defendant committed "unfair" and "deceptive" acts and practices by, among other things, intentionally or negligently making the representations and omissions of material facts that Subject Vehicles' door warnings and alarms will sound only if a vehicle door is open, as alleged. During any one of Plaintiff Garat's multiple interactions with the Ford dealership, Ford could have disclosed the material fact of the defect, which would have resulted in Plaintiff Garat receiving the information.

1 There is no societal benefit from such false and misleading representations and omissions—
2 only harm.

3 226. Defendant knew or should have known of the falsity of its representations and
4 omissions at all material times and that its conduct violated the WCPA.

5 227. Defendant's unfair methods of competition and unfair or deceptive acts or
6 practices, including the concealment, omission, and suppression of material facts regarding the
7 "door ajar" defect in the Subject Vehicles, were directed at consumers and had a tendency or
8 capacity to mislead and create a false impression in consumers in violation of Wash. Rev.
9 Code. §19.86.020.

10 228. As a result of Defendant's deceptive practices, Plaintiff Garat and other Class
11 members were deceived into purchasing or leasing the Subject Vehicles and/or paying a higher
12 price for their Subject Vehicles than they otherwise would have.

13 229. As a direct and proximate result of Defendant's violations of the WCPA,
14 Plaintiff Garat and the other Class members have suffered injury-in-fact and/or actual damage
15 and did not receive the benefit of their bargain. If Defendant's violations are not stopped,
16 Plaintiff Garat and the other Class members will continue to be harmed. Such injury includes
17 paying more for Subject Vehicles than they should have, expending time, effort, and money to
18 repair or attempt to repair the defect, diminished value of Subject Vehicles, and other damages
19 proximately caused by Defendant's misconduct as alleged herein.

20 230. Defendant's violations present a continuing risk to Plaintiff Garat, the other
21 Class members, and the general public. Defendant's unlawful acts and practices complained
22 of herein affect the public interest.

23 231. Pursuant to Wash. Rev. Code §19.86.095, Plaintiff Garat will serve the
24 Washington Attorney General with a copy of this Complaint, as Plaintiff Garat, individually
25 and on behalf of the other Class members, seeks injunctive relief.

26 232. As a direct and proximate result of Defendant's violation of the WCPA,
27 Plaintiff Garat and the other Class members have been damaged in an amount to be proven at
28 trial, which includes, but is not limited to, all compensatory damages, incidental and

consequential damages, attorneys' fees, costs, treble damages, and other damages allowed by law.

COUNT XII

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY

(On Behalf of Plaintiffs Baranco, Abbitt, Kubber, Nicolau, and the Nationwide Class or, Alternatively, the Multi-State Class)

233. Plaintiffs repeat and reallege all other paragraphs as if fully set forth herein.

234. Defendant is and was, at all relevant times, a merchant with respect to Subject Vehicles, and manufactured, distributed, warranted and/or sold Subject Vehicles.

235. A warranty that Subject Vehicles were in merchantable condition and fit for the ordinary purposes for which they were sold or leased was implied by law in the instant transactions.

236. Plaintiffs and the other Class members purchased or leased Subject Vehicles manufactured and sold by Defendant in consumer transactions.

237. Subject Vehicles, when sold and at all times thereafter, were not in merchantable condition and not fit for the ordinary purpose for which cars are used. Subject Vehicles left Defendant's possession and control with defective door latch switches that rendered them at all times thereafter unmerchantable, unfit for ordinary use, unsafe, and a threat to public safety. Plaintiffs and the other Class members used their Subject Vehicles in the normal and ordinary manner for which Subject Vehicles were designed and advertised.

238. Defendant knew before selling or leasing the Subject Vehicles to Plaintiffs and the other Class members, or earlier, that the Subject Vehicles were manufactured with defective door latch switches that would issue false "door ajar" warnings and keep the doors from locking and the lights on, rendering Subject Vehicles unfit for their ordinary purpose.

239. Despite Plaintiffs' and the other Class members' normal and ordinary use, maintenance, and upkeep, the door latch switches of Subject Vehicles experienced faulty "door ajar" alarms and warnings lights as a result of a manufacturing or design defect that existed at the time Defendant transferred Subject Vehicles from its possession or control. The defect

1 rendered Subject Vehicles unfit for their ordinary use and incapable of performing the tasks
2 they were designed, advertised, and sold to perform.

3 240. As a result, Subject Vehicles' door latch switches are not of fair or average
4 quality. Nor would they pass without objection in the automotive industry. The fact that the
5 false warnings make it impossible to lock the vehicles' doors while they are in operation
6 renders them unsafe to drive, and requires the repair of their door-locking mechanisms before
7 safe, ordinary use can resume.

8 241. All conditions precedent have occurred or been performed.

9 242. Defendant had actual notice of its breach of warranty. Through consumer
10 complaints, Defendant learned that the defect, the existence and ubiquity of which it knew
11 much earlier, has been the subject of publicized consumer disputes nationwide. Its
12 implementation of the Technical Service Bulletins directed to Subject Vehicles shows actual
13 notice.

14 243. Defendant's warranty disclaimers, exclusions, and limitations, to the extent that
15 they may be argued to apply, were, at the time of sale, and continue to be, unconscionable and
16 unenforceable to disclaim liability for a known, latent defect. Defendant knew when it first
17 issued these warranties and their limitations that the defect existed, and the warranties might
18 expire before a reasonable consumer would observe or experience the defect. Defendant also
19 failed to take necessary actions to adequately disclose or cure the defect after the existence of
20 the defect came to the public's attention, and squandered its reasonable opportunity to cure or
21 remedy the defect, its breaches of warranty, and consumers' losses. Under these
22 circumstances, it would be futile to enforce any informal resolution procedures or give
23 Defendant any more time to cure the defect, cure its breaches of warranty, or otherwise
24 attempt to resolve or address Plaintiffs' and the other Class members' claims.

25 244. As a direct and foreseeable result of the defect in Subject Vehicles' door latch
26 switches, Plaintiffs and the other Class members have suffered diminution in the value of
27 Subject Vehicles, out-of-pocket losses related to repairing, maintaining, and servicing their
28

1 defective Subject Vehicles, costs associated with arranging and obtaining alternative means of
2 transportation, and other incidental and consequential damages recoverable under the law.

3 245. Plaintiffs and the other Class members have had sufficient direct dealings with
4 Defendant or its agents (dealerships) to establish privity of contract between themselves and
5 Defendant. Privity, nevertheless, is not required in this case because Plaintiffs and the other
6 Class members are intended third-party beneficiaries of contracts between Defendant and its
7 dealers; specifically, they are the intended beneficiaries of Defendant's implied warranties.
8 The dealers were not intended to be the ultimate consumers of Subject Vehicles; the warranty
9 agreements were designed for, and intended to benefit, only the ultimate consumers—such as
10 Plaintiffs and the other Class members. Privity is also not required because Plaintiffs' and the
11 other Class members' Subject Vehicles are inherently dangerous due to the aforementioned
12 defects and nonconformities.

13 **COUNT XIII**

14 **DECLARATORY RELIEF**

15 (On Behalf of Named Plaintiffs and the Nationwide Class
16 or, Alternatively, the Multi-State Class)

17 246. Plaintiffs repeat and reallege all paragraphs as if fully set forth herein.

18 247. Pursuant to 28 U.S.C. §2201, the Court “may declare the rights and other legal
19 relations of any interested party seeking such declaration, whether or not further relief is or
20 could be sought.”

21 248. Defendant marketed, distributed, and sold Subject Vehicles equipped with door
22 latch switches prone to issuing false “door ajar” warnings on account of Defendant's failure to
23 design and manufacture a door-lock mechanism without defects.

24 249. Accordingly, Plaintiffs, individually and on behalf of the other Class members,
25 seek entry of the following declarations: (a) model years 2011 to 2013 Edge Vehicles, 2013
26 Flex Vehicles, 2013 to 2014 Explorer Vehicles, 2011 to 2013 MKX Vehicles, and 2013 MKT
27 Vehicles contain faulty door latch switches that are defective; (b) all persons who purchased or
28 leased model years 2011 to 2013 Edge Vehicles, 2013 Flex Vehicles, 2013 to 2014 Explorer

Vehicles, 2011 to 2013 MKX Vehicles, and 2013 MKT Vehicles must be provided the best practicable notice of the defect, the cost of which shall be borne by Defendant; and (c) Defendant must establish an inspection, repair, and replacement program and protocol, and notify all Class members of such program and protocol, pursuant to which Defendant, including its authorized representatives, and at no cost to Class members, will inspect, upon request, Class members' Subject Vehicles for defective door latch switches and repair or replace the door latch switches on Subject Vehicles that have experienced false "door ajar" warnings and related defect manifestations.

REQUESTS FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, respectfully request that the Court enter an Order:

- a. certifying the Class under Federal Rule of Civil Procedure 23(a), 23(b)(2), and 23(b)(3), as requested herein, and appointing their counsel as Class Counsel;
- b. appointing Plaintiffs as Class Representatives;
- c. finding that Ford engaged in the unlawful conduct as alleged herein;
- d. awarding Plaintiffs and the other Class members damages;
- e. awarding Plaintiffs and the other Class members restitution and disgorgement of monies Defendant acquired through its violations of the law;
- f. awarding Plaintiffs and the other Class members injunctive and declaratory relief;
- g. requiring Ford to repair or replace the defective door latch switches on Subject Vehicles;
- h. awarding Plaintiffs and the other Class members pre-judgment and post-judgment interest on all amounts awarded;
- i. awarding Plaintiffs and the other Class members reasonable attorneys' fees, costs, and expenses; and
- j. granting such other relief the Court deems just and appropriate.

BLOOD HURST & O'REARDON, LLP

JURY TRIAL DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury on all claims so triable.

Respectfully submitted,

Dated: May 31, 2018

BLOOD HURST & O'REARDON, LLP
TIMOTHY G. BLOOD (149343)
LESLIE E. HURST (178432)
CAMILLE S. BASS (297609)

By: *s/ Timothy G. Blood*

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Attorneys for Plaintiffs and the Class

CERTIFICATE OF SERVICE

I hereby certify that on May 31, 2018, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the Electronic Mail Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on May 31, 2018.

s/ Timothy G. Blood

TIMOTHY G. BLOOD

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EXHIBIT A



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Leslie E. Hurst
 lhurst@bholaw.com

June 21, 2017

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Jim Hackett, Pres. and CEO
 Ford Motor Company
 One American Road
 Dearborn, MI 48126

Mr. Kumar A. Galhotra, V. Pres. and Pres.
 Lincoln Motor Company
 One American Road
 Dearborn, MI 48126

RECEIPT NO. 7014 0150 0000 6250 7420

RECEIPT NO. 7014 0150 0000 6250 7413

Re: *Young v. Ford Motor Company and Lincoln Motor Company*

Dear Messrs. Hackett and Galhotra:

We represent David Baranco ("Plaintiff") and all other consumers similarly situated in an action against Ford Motor Company ("Ford") and Lincoln Motor Company ("Lincoln") (together, "Defendants") regarding the following vehicle models and model years: 2011 to 2016 Ford Edges, 2012 to 2014 Ford Flexes, 2013 to 2014 Ford Explorers, 2011 to 2013 Lincoln MKXs, and 2013 Lincoln MKTs (collectively, the "Subject Vehicles"). This action arises out of, *inter alia*, misrepresentations by Ford and Lincoln to consumers that the Subject Vehicles' warnings and alarms will sound only if a vehicle door is open, and omitting the fact that they manufactured the Subject Vehicles with a uniform defect within the door latch switch that can cause unwarranted "door ajar" warnings and other related problems, potentially compromising the safety of the Subject Vehicles' occupants and other motorists.

Plaintiff, and others similarly situated, did not receive the product Ford or Lincoln promised them. Instead, they purchased a defective product. The full claims, including the facts and circumstances surrounding these claims, are detailed in the Class Action Complaint, a copy of which is enclosed and incorporated by this reference.

Ford and Lincoln's representations and omissions are false and misleading and constitute unfair methods of competition and unlawful, unfair, and fraudulent acts or practices, undertaken by Defendants with the intent to result in the sale of the Subject Vehicles to the consuming public.

Defendants' practices constitute violations of the Consumers Legal Remedies Act, California Civil Code §§1750, *et seq.* Specifically, Defendants' practices violate California Civil Code §1770(a) under, *inter alia*, the following subdivisions:

- (5) Representing that [the Subject Vehicles] have ... approval, characteristics, ingredients, uses, benefits, or quantities which they do not have

* * *



Messrs. Jim Hackett and Kumar Galhotra
June 21, 2017
Page 2

- (7) Representing that [the Subject Vehicles] are of a particular standard, quality, or grade ... if they are of another.
* * *
- (9) Advertising [the Subject Vehicles] ... with intent not to sell them as advertised.
* * *
- (16) Representing that [the Subject Vehicles have] been supplied in accordance with a previous representation when [they have] not.

As detailed in the enclosed Complaint, Defendants' practices also violate California Business and Professions Code §§17200, *et seq.*, and constitute a breach of warranty.

While the Complaint constitutes sufficient notice of the claims asserted, pursuant to California Civil Code §1782 and California Commercial Code §2607, we hereby demand on behalf of our clients and all others similarly situated that Defendants immediately correct and rectify these violations by ceasing dissemination of false and misleading information as described in the enclosed Complaint, providing notice of the defect to all members of the putative Class, and establishing an inspection, repair, and replacement program and protocol and notify Class Members of such program, pursuant to which Defendants, including their authorized representatives, and at no cost to putative Class Members, will inspect, upon request, the Subject Vehicles owned by putative Class Members for defective door latch switches and repair or replace the door latch switches on the Subject Vehicles that have experienced false "door ajar" warnings. In addition, Defendants must provide reimbursement for interest, costs, and fees.

We await your response.

Sincerely,

LESLIE E. HURST

LEH:jk

Enclosure

EXHIBIT B

BLOOD HURST & O'REARDON, LLP

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Attorneys for Plaintiff and the Class

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

DAVID BARANCO, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

FORD MOTOR COMPANY, a Delaware
corporation; LINCOLN MOTOR
COMPANY, a Delaware corporation,

Defendants.

Case No. 3:17-cv-03580

**AFFIDAVIT OF TIMOTHY G. BLOOD
PURSUANT TO CALIFORNIA CIVIL
CODE §1780(d)**

CLASS ACTION

JURY TRIAL DEMANDED

1 I, TIMOTHY G. BLOOD, declare as follows:

2 1. I am an attorney duly licensed to practice before all of the courts of the State of
3 California. I am the managing partner of the law firm of Blood Hurst & O'Reardon, LLP, one
4 of the counsel of record for plaintiff in the above-entitled action.

5 2. Defendants Ford Motor Company ("Ford") and Lincoln Motor Company
6 ("Lincoln") have done and are doing business in Marin County, California. Such businesses
7 include selling, marketing, distributing, and servicing, through their authorized dealers and
8 distributors, the Ford and Lincoln vehicles at issue.

9 3. Plaintiff David Baranco resides in the city of San Rafael, which is located in
10 Marin County, California.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct. Executed on June 21, 2017, at San Diego, California.

13
14 s/ Timothy G. Blood

15 TIMOTHY G. BLOOD
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