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19  
20 **UNITED STATES DISTRICT COURT**  
21 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

22 Michael J. Imhoff, individually, and on  
23 behalf of all others similarly situated,

24 Plaintiff,

25 v.

26 Ford Motor Company, a Delaware  
27 corporation,

28 Defendant.

Case No. '22CV1019 MMAMSB

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

1 Plaintiff Michael Imhoff, (“Plaintiff”), on behalf of himself and all others  
2 similarly situated, brings this action against Ford Motor Company (“Ford” or  
3 “Defendant”). Plaintiff alleges the following based on personal knowledge as to his own  
4 acts, information, and belief, and on the investigation conducted by his counsel as to all  
5 other allegations:

6 **I. NATURE OF THE ACTION**

7 1. Ford advertises its 2021 Ford Expedition vehicles as “designed with you and  
8 your family in mind,” and its 2021 Lincoln Navigator as “Every aspect of the Navigator  
9 experience is designed with your serenity in mind.”<sup>1,2</sup> In reality, these vehicles have a  
10 serious risk of erupting in flames, posing a grave threat of both severe property damage  
11 and physical harm—or even death—to drivers and passengers, prompting Ford to issue  
12 Recall No. 22S36, and submit a recall to the National Highway Traffic Safety  
13 Administration (“NHTSA”), NHTSA Recall No. 22V-346 (“Recall”) on May 17, 2022.<sup>3</sup>

14 2. In the course of normal use, Class Vehicles may erupt in fire under the hood  
15 (the “Defect”). The risk of fire is present regardless of whether the ignition is turned on or  
16 off. The Defect is inherent in each Class Vehicle and was present at the time of sale.

17 3. The fires in the vehicles mentioned herein—model year 2021 Ford  
18 Expeditions and Lincoln Navigators built between July 27, 2020 and August 31, 2021 (the  
19 “Class Vehicles”)—originate under the hood of the vehicle.<sup>4</sup> Initially, Ford failed to  
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23 <sup>1</sup> 2021 Ford Expedition [brochure], Ford (2020),  
<https://cdn.dealereprocess.org/cdn/brochures/ford/2021-expedition.pdf> (last visited  
24 June 22, 2022);

25 <sup>2</sup> 2021 Lincoln Navigator [brochure], Ford (2020),  
[https://www.lincoln.com/aemservices/brand/api/nameplate/brochure?region=US&make=](https://www.lincoln.com/aemservices/brand/api/nameplate/brochure?region=US&make=Lincoln&model=Navigator&year=2021)  
26 [Lincoln&model=Navigator&year=2021](https://www.lincoln.com/aemservices/brand/api/nameplate/brochure?region=US&make=Lincoln&model=Navigator&year=2021) (last visited June 22, 2022).

27 <sup>3</sup> Although Ford issued a Recall, and a potential remedy, the vehicles have not yet been  
28 fixed. As a result, Plaintiff and Class Members do not have use of their Class Vehicles as  
bargained for at point of sale.

<sup>4</sup> Exhibit A: Safety Recall Notice 22S36 / NHTSA Recall 22V346 – dated May 2022.

1 disclose the cause of the fires—simply stating its “investigation is ongoing at this time”<sup>5</sup>  
2 Further, Ford advises “**You should park your vehicle outside away from structures and**  
3 **other property immediately.**”<sup>6</sup>

4 4. On July 8, 2022, Ford announced it believed it identified the cause of the  
5 underhood fires and a potential remedy.<sup>7</sup> However, depending on the Class Vehicle’s  
6 cooling fan system, according to Ford, parts needed to repair approximately two-thirds  
7 of the vehicles will not be available until September 2022.<sup>8,9</sup> Even if an accurate  
8 projection, it is unknown when repairs will be accomplished and whether the risk will be  
9 wholly mitigated.

10 5. For owners unable to park their vehicles outside or away from other  
11 structures and property, Ford states the Class Vehicle’s “negative battery cable should be  
12 disconnected and securely positioned to the side.”<sup>10</sup> The procedure includes disconnecting  
13 the negative cable from the vehicle’s battery, applying four layers of electrical tape over  
14 the end of the negative cable, and using a plastic tie strap to secure the cable.<sup>11</sup> This  
15 effectively disables the vehicle, making it unusable to the owner unless and until the  
16 procedure is reversed.

17  
18 <sup>5</sup> NHTSA Part 573 Safety Recall Report 22V-346, submitted May 17, 2022;  
19 <https://static.nhtsa.gov/odi/rcl/2022/RCLRPT-22V346-3365.PDF> (last visited July 13,  
20 2022).

21 <sup>6</sup> Exhibit A, *supra*, note 4 (emphasis in original).

22 <sup>7</sup> *Ford Motor Company Identifies Remedy for Under Hood Fire Recall*, Ford (July 8,  
2022), [https://media.ford.com/content/fordmedia/fna/us/en/news/2022/07/08/ford-  
23 identifies-remedy-expedition-navigator.html](https://media.ford.com/content/fordmedia/fna/us/en/news/2022/07/08/ford-identifies-remedy-expedition-navigator.html) (last visited July 12, 2022).

24 <sup>8</sup> *Id.*

25 <sup>9</sup> Associated Press, *Ford Lincoln Navigator, Expedition recall expanded, owners should*  
26 *park outside*, Advance Local Media (July 10, 2022),  
[https://www.al.com/business/2022/07/ford-lincoln-navigator-expedition-recall-  
27 expanded-owners-should-park-outside.html](https://www.al.com/business/2022/07/ford-lincoln-navigator-expedition-recall-expanded-owners-should-park-outside.html) (last visited July 12, 2022).

28 <sup>10</sup> New Vehicle Demonstration / Delivery Hold – Safety Recall 22S36, Ford (May 27,  
2022), <https://static.nhtsa.gov/odi/rcl/2022/RCMN-22V346-9251.pdf> (last visited  
June 21, 2022).

<sup>11</sup> *Id.*

1           6.       Unfortunately, vehicle fires are an ongoing threat to consumer safety and  
2 property. In 2020, alone, there were 1,500 injuries and 580 deaths stemming from  
3 highway vehicle fires.<sup>12</sup> Despite this sobering data, Ford sold and leased approximately  
4 66,221 Class Vehicles with the defect that can add to the number of vehicle fire injuries  
5 and deaths.<sup>13</sup> At least one person, according to Ford, was potentially injured (burned) as a  
6 result of this Defect.<sup>14</sup>

7           7.       Ford is well experienced in the design and manufacture of vehicles. As an  
8 experienced vehicle manufacturer, Ford conducts quality control and pre-sale testing to  
9 ensure its vehicles are free from defects and align with its specifications. This should have  
10 included the printed circuit boards Ford believes are the cause of the underhood fires.<sup>15</sup> As  
11 such, Ford knew or should have known the Class Vehicles were plagued by the current  
12 Defect and presented serious safety risks.

13           8.       Plaintiff and Class Members purchased or leased vehicles that, at the time of  
14 purchase or lease, were of a lesser standard and quality than represented and were not fit  
15 for the ordinary purpose of providing safe transportation. Plaintiff and Class Members  
16 would have paid less for their vehicles had they known of the Defect. Plaintiff and Class  
17 Members have suffered damages in that they lost the benefit of their bargain, overpaid for  
18 their Class Vehicles, suffered diminution in value of their Class Vehicles, loss of use of  
19 their Class Vehicles, as well as incurred out-of-pocket expenses related to loss of use of  
20 the Class Vehicles.

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21 <sup>12</sup> Marty Ahrens and Ben Evarts, Fire Loss in the United States During 2020, National  
22 Fire Protection Association, pg. 5 (September 2021), <https://www.nfpa.org/-/media/Files/News-and-Research/Fire-statistics-and-reports/US-Fire-Problem/osFireLoss.pdf> (last visited June 27, 2022).

23  
24 <sup>13</sup> NHTSA Part 573 Safety Recall Report 22V-346, *supra*, note 5; *Ford Motor Company Identifies Remedy*, *supra*, note 7.

25 <sup>14</sup> Chronology of Defect, NHTSA, <https://static.nhtsa.gov/odi/rc1/2022/RMISC-22V346-1971.pdf> (last visited June 21, 2022); Andrew Krok, *Ford Recalls 39,000 Expedition, Navigator SUVs for Engine Fires*, CNET (May 19, 2022),  
26 <https://www.cnet.com/roadshow/news/ford-expedition-lincoln-navigator-recall-engine-fires/> (last visited June 21, 2022).

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28 <sup>15</sup> *Ford Motor Company Identifies Remedy*, *supra*, note 7.

## II. PARTIES

9. **Plaintiff Michael Imhoff** is a resident of San Diego, California, in San Diego County. Plaintiff Imhoff (and his wife) purchased a new 2021 Ford Expedition in San Diego on or about May 21, 2021. The value of his Class Vehicle has been diminished as a result of the Defect. Since learning about the Defect, Plaintiff no longer uses the vehicle for the main reasons it was purchased—camping and road trips—due to the increased risk of fire. Plaintiff also parks the vehicle further away from his house, as instructed by Ford. If Plaintiff Imhoff had known about the Defect, he would not have purchased the Class Vehicle or would not have paid as much for it.

10. **Defendant Ford Motor Company** is a Delaware company, with its corporate headquarters located at One American Road, Dearborn, Michigan. Ford designs, engineers, manufactures, markets, services and/or sells vehicles under the Ford and Lincoln names with the knowledge and intent to market, sell, and lease them throughout the United States. Ford also developed and distributed the owners' manuals, warranty booklets, product brochures, advertisements, and other promotional materials relating to the Class Vehicles, with the intent that such documents should be distributed throughout the United States. Ford engages in interstate commerce by selling vehicles and parts through its authorized dealers located in every state of the United States, including within this District, and California in particular where Ford ranks third in overall new car market share.<sup>16</sup>

## III. JURISDICTION AND VENUE

11. This court has jurisdiction over Plaintiff's and the Class Members' claims pursuant to 28 U.S.C. § 1332(a) because: (a) the proposed Class Members are citizens of a

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<sup>16</sup> Brett Foote, *Ford Brand Had Eight Percent Market Share In California For 2021*, Ford Authority (February 28, 2022), <https://fordauthority.com/2022/02/ford-brand-had-eight-percent-market-share-in-california-for-2021/#:~:text=With%20a%20market%20share%20in,and%20Honda%20at%2010.8%20percent>. (last visited June 21, 2022); *California Auto Outlook*, California New Car Dealers Association, pg. 3 (May 2021), <https://www.cncda.org/wp-content/uploads/Cal-Covering-1Q-21.pdf> (last visited June 21, 2022).

1 state diverse from Defendant’s citizenship; and (b) the matter in controversy exceeds the  
2 sum or value of \$75,000, exclusive of interest and costs.

3 12. In addition, under 28 U.S.C. § 1367, this Court may exercise supplemental  
4 jurisdiction over the state law claims because all the claims are derived from a common  
5 nucleus of operative facts and are such that Plaintiff would ordinarily expect to try them in  
6 one judicial proceeding.

7 13. This Court has personal jurisdiction over Defendant pursuant to 18 U.S.C.  
8 § 1965(d) because it is registered to transact business in the State of California and  
9 transacts business in this District.

10 14. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) and (c)(2)  
11 because Defendant’s contacts are sufficient to subject it to personal jurisdiction in this  
12 District, and therefore, Defendant resides in this District for purposes of venue, or under  
13 28 U.S.C. § 1391(b)(2) because certain acts giving rise to the claims at issue in this  
14 Complaint occurred, among other places, in this District.

15 **IV. FACTUAL ALLEGATIONS**

16 **A. The Class Vehicle Recall**

17 15. On May 17, 2022, Ford issued Recall No. 22S36 for 39,013 Class Vehicles.<sup>17</sup>  
18 Ford states that on Class Vehicles, “an underhood fire may occur either when the engine  
19 is on, or while the vehicle is parked and the engine is off.”<sup>18</sup> “An under hood vehicle fire  
20 can increase the risk of personal injury and damage to surrounding structures or  
21 property.”<sup>19</sup> Until very recently, it was believed that the root cause of the fires was still  
22 being investigated. Then, on July 8, 2022, Ford announced it believed it identified the  
23 cause of the underhood fires and a potential remedy, parts for some vehicles will not be  
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25  
26

27 <sup>17</sup> NHTSA Part 573 Safety Recall Report 22V-346, *supra*, note 5.

28 <sup>18</sup> Exhibit A, *supra*, note 4.

<sup>19</sup> Exhibit A, *supra*, note 4.

1 available for approximately two months, and that the total number of Class Vehicles  
2 expanded to 66,221.<sup>20</sup>

3 16. The following is a chronology of events:

- 4 a. March 24, 2022—Ford’s Critical Concern Review Group (CCRG)  
5 opened an investigation as a result of eight reports of underhood  
6 engine fires and one report of a melted battery junction box on Class  
7 Vehicles.<sup>21</sup> The investigation continued throughout April, and  
8 included vehicle inspections, field and connected data analyses, and  
9 product design reviews.<sup>22</sup>
- 10 b. May 12, 2022—Ford’s CCRG was aware of 16 reported underhood  
11 fires on Class Vehicles.<sup>23</sup>
- 12 c. May 13, 2022—Ford’s Field Review Committee approved advising  
13 owners to park Class Vehicles outside and away from structures while  
14 Ford continued its investigation.<sup>24</sup>
- 15 d. May 18, 2022—the NHTSA sent a confirmation letter to Ford  
16 regarding the recall.<sup>25</sup>
- 17 e. May 19, 2022—Ford issues “NEW VEHICLE DEMONSTRATION /  
18 DELIVERY HOLD – Advance Notice – Safety Recall 22S36” to  
19  
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21 <sup>20</sup> *Ford Motor Company Identifies Remedy*, *supra*, note 7.

22 <sup>21</sup> Jon Linkov, *Ford Expedition and Lincoln Navigator Recalled for Fire Risk*, Consumer  
23 Reports (May 19, 2022), [https://www.consumerreports.org/car-recalls-defects/ford-  
24 expedition-and-lincoln-navigator-recalled-for-fire-risk-a1081224865/](https://www.consumerreports.org/car-recalls-defects/ford-expedition-and-lincoln-navigator-recalled-for-fire-risk-a1081224865/) (last visited  
June 21, 2022).

25 <sup>22</sup> Chronology of Defect, NHTSA, *supra*, note 14.

26 <sup>23</sup> *Id.*

27 <sup>24</sup> *Id.*

28 <sup>25</sup> Alex Ansley, Chief Recall Management Division, NHTSA (May 18, 2022),  
<https://static.oemdtc.com/Recall/22V346/RCAK-22V346-9658.pdf> (last visited June 21,  
2022).

1 U.S. Ford and Lincoln Dealers, advising of the affected vehicles,  
2 reason for the safety recall, service action, and service action.<sup>26</sup>

3 f. May 23, 2022—Ford Issues Supplement #1 to the NEW VEHICLE  
4 DEMONSTRATION / DELIVERY HOLD – Advance Notice –  
5 Safety Recall 22S36, with additional information regarding rental  
6 vehicles and claiming information.<sup>27</sup>

7 g. May 27, 2022—Ford issues NEW VEHICLE DEMONSTRATION /  
8 DELIVERY HOLD – Safety Recall 22S36 emphasizing in bold red  
9 type for owners to be instructed to park vehicles outside and away  
10 from structures and other vehicles (and no longer referred to as  
11 “Advance Notice”);<sup>28</sup>

12 h. July 8, 2022, Ford announced it received reports of 21 underhood  
13 fires, and it believes it identified the cause of the fires and an alleged  
14 remedy, though parts for many vehicles are not yet available.<sup>29</sup>

15 17. Despite knowing the serious risk for potential injury to individuals and  
16 property damage, Ford has not offered to provide loaner vehicles to Plaintiff or Class  
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22 <sup>26</sup> NEW VEHICLE DEMONSTRATION / DELIVERY HOLD - Advance Notice – Safety  
23 Recall 22S36, Ford (May 19, 2022), <https://static.oemdtc.com/Recall/22V346/RCMN-22V346-2624.pdf> (last visited June 21, 2022).

24 <sup>27</sup> NEW VEHICLE DEMONSTRATION / DELIVERY HOLD - Advance Notice – Safety  
25 Recall 22S36 - Supplement #1, Ford (May 23, 2022)  
26 <https://static.oemdtc.com/Recall/22V346/RCMN-22V346-5858.pdf> (last visited June 21,  
2022).

27 <sup>28</sup> NEW VEHICLE DEMONSTRATION / DELIVERY HOLD - Safety Recall 22S36,  
28 Ford (May 27, 2022), <https://static.nhtsa.gov/odi/rcl/2022/RCMN-22V346-9251.pdf> (last  
visited June 21, 2022)

<sup>29</sup> *Ford Motor Company Identifies Remedy, supra*, note 7.



1 Members in conjunction with the recall unless there are unique circumstances—and only  
2 then while the vehicle is at a dealership.<sup>30</sup>

3 18. Instead, Ford “has not issued instructions to stop driving” Class Vehicles,  
4 and merely instructs owners to park vehicles outside and away from structures and other  
5 property “immediately.”<sup>31</sup>

6 19. The inconvenience suffered by Plaintiff and Class Members cannot be  
7 overstated. They are now forced to effectively isolate their Class Vehicles from structures  
8 and other vehicles. They can no longer safely park their Class Vehicles in their garage or  
9 next to their house, or park them near structures or other vehicles. As a result, they live  
10 with the fear of fires erupting in their Class Vehicle, potentially causing injury to  
11 themselves, other occupants, and damage to property.

12 **a. Ford Misrepresented the Class Vehicles as Safe in Labeling Required**  
13 **Under Federal Law**

14 20. To sell vehicles in the United States, Ford must “certify to the distributor or  
15 dealer at delivery that the vehicle or equipment complies with applicable motor vehicle  
16 safety standards prescribed” by NHTSA under Chapter 301 of Title 49 of the U.S. Code.  
17 Pursuant to Chapter 301, Ford “may not issue the certificate if, in exercising reasonable  
18 care,” it has “reason to know the certificate is false or misleading in a material respect.”  
19 49 U.S.C. § 30115; *see also* 49 U.S.C. § 30112. That safety certificate must be in a label  
20 permanently fixed to the vehicle, and thus all Class Vehicles have permanent labels  
21 certifying compliance with the NHTSA safety regulations prescribed under Chapter 301.

22 21. Consumers reasonably relied on the safety assurances in the federally  
23 mandated labels. Those labels reasonably led Class Vehicle owners and lessees to believe  
24 that the Class Vehicles were safe and reliable, when, in reality, they were not.

25 <sup>30</sup> Exhibit A, *supra*, note 4; Owners of Lincoln Navigators have the option to request a  
26 loaner vehicle for up to two days when they have their vehicle serviced at a Lincoln  
27 dealership. *Id.*; *see also Service Simplified*,  
28 <https://www.lincoln.com/support/category/service-maintenance/lincoln-pickup-and-delivery-service/> (last visited June 21, 2022).

<sup>31</sup> Exhibit A, *supra*, note 4.

1           22. Had Plaintiff and Class Members known the truth about the risk of fire  
2 present in Class Vehicles, they would not have purchased or leased the Class Vehicles or  
3 would have paid less for the Class Vehicles.

4           **b. An Agency Relationship Exists Between Ford, on One Hand, and Ford and**  
5           **Lincoln Dealerships on the Other.**

6           23. Upon information and belief, the Ford has impliedly or expressly  
7 acknowledged Ford– and Lincoln–authorized dealerships are its sales agents, the dealers  
8 have accepted that undertaking, Ford has the ability to control authorized Ford and  
9 Lincoln dealers, and Ford acts as the principal in that relationship, as is shown by  
10 the following:

- 11           a. without Ford, the relevant Ford and Lincoln dealers would not exist;
- 12           b. Ford is in the business of selling vehicles, as are its dealers;
- 13           c. the relationships are indefinite;
- 14           d. Ford can terminate the relationship with its dealers at will;
- 15           e. Ford supervises its dealers regularly;
- 16           f. Ford requires the following of its dealers:
  - 17               i. reporting of sales;
  - 18               ii. computer network connection with Ford;
  - 19               iii. training of dealers’ sales and technical staff;
  - 20               iv. use of Ford-supplied computer software;
  - 21               v. participation in Ford’s training programs;
  - 22               vi. establishment and maintenance of service departments in Ford and  
23               Lincoln dealerships;
  - 24               vii. certification of Ford and Lincoln pre-owned vehicles;
  - 25               viii. reporting to Ford with respect to the car delivery, including reporting  
26               Plaintiff’s name, address, preferred title, primary and business phone  
27               numbers, email address, vehicle VIN number, delivery date, type of  
28               sale, lease/finance terms, factory incentive coding, if applicable,

- 1 vehicle's odometer reading, extended service contract sale designation,  
2 if any, and names of delivering dealership employees; and  
3 ix. displaying Ford and/or Lincoln logos on signs, literature, products, and  
4 brochures within Ford and Lincoln dealerships;
- 5 g. Ford further exercises control over its dealers with respect to:
- 6 i. financial incentives given to dealer employees;  
7 ii. locations of dealers;  
8 iii. testing and certification of dealership personnel to ensure compliance  
9 with Ford policies and procedures; and  
10 iv. customer satisfaction surveys, pursuant to which Ford allocates the  
11 number of vehicles to each dealer, thereby directly controlling  
12 dealership profits;
- 13 h. Ford and Lincoln dealers are required to notify Ford whenever a car is sold  
14 or put into warranty service;
- 15 i. Ford provides tools and resources to help Ford and Lincoln dealers  
16 sell vehicles;
- 17 j. dealerships bind Ford with respect to:
- 18 i. warranty repairs on the vehicles the dealers sell; and  
19 ii. issuing service contracts administered by Ford;
- 20 k. Ford and Lincoln dealers sell Ford vehicles on Ford's behalf, pursuant to a  
21 "floor plan," and Ford does not receive payment for its cars until the  
22 dealerships sell them;
- 23 l. dealerships bear Ford's brand names—Ford and/or Lincoln, use the Ford  
24 and/or Lincoln logos in advertising and on warranty repair orders, post  
25 Ford-branded signs for the public to see, and enjoy a franchise to sell  
26 Ford's products, including the Class Vehicles;
- 27 m. Ford requires Ford and Lincoln dealers to follow Ford's rules and policies  
28 in conducting all aspects of dealer business, including the delivery of

1 Ford's warranties described above, and the servicing of defective vehicles  
2 such as the Class Vehicles;

- 3 n. Ford requires its dealers to post Ford's brand names (Ford and/or Lincoln),  
4 logos, and signs at dealer locations, including dealer service departments,  
5 and to identify themselves and to the public as authorized Ford and/or  
6 Lincoln dealers and servicing outlets for Ford and/or Lincoln vehicles;
- 7 o. Ford requires its dealers to use service and repair forms containing Ford's  
8 brand names and logos;
- 9 p. Ford requires Ford and Lincoln dealers to perform Ford's warranty  
10 diagnoses and repairs, and to do the diagnoses and repairs according to the  
11 procedures and policies set forth in writing by Ford;
- 12 q. Ford requires Ford and Lincoln dealers to use parts and tools either  
13 provided or approved by Ford, and to inform Ford when dealers discover  
14 that unauthorized parts have been installed on one of Ford's vehicles;
- 15 r. Ford requires dealers' service and repair employees to be trained by Ford  
16 in the methods of repairing vehicles manufactured by Ford;
- 17 s. Ford audits Ford dealerships' sales and service departments and directly  
18 contacts the customers of said dealers to determine their level of  
19 satisfaction with the sale and repair services provided by the dealers;  
20 dealers are then granted financial incentives or reprimanded depending on  
21 the level of satisfaction;
- 22 t. Ford requires its dealers to provide Ford with monthly statements and  
23 records pertaining, in part, to dealers' sales and servicing of Ford vehicles;
- 24 u. Ford provides technical service bulletins and messages to its dealers  
25 detailing chronic defects present in product lines, and repair procedures to  
26 be followed for chronic defects;
- 27  
28

- 1 v. Ford provides its dealers with specially trained service and repair  
2 consultants with whom dealers are required by Ford to consult when  
3 dealers are unable to correct a vehicle defect on their own; and  
4 w. Ford requires Ford and Lincoln vehicle owners to go to authorized Ford  
5 and Lincoln dealers to obtain servicing under Ford warranties.

6 **c. Plaintiff's Experience**

7 ***Michael Imhoff***

8 24. On or around May 21, 2021, Plaintiff Imhoff purchased a new 2021 Ford  
9 Expedition from Kearny Mesa Ford, in San Diego, California.

10 25. Plaintiff Imhoff purchased his Class Vehicle primarily for personal, family,  
11 or household use—especially for use on camping and road trips. Ford manufactured, sold,  
12 distributed, advertised, marketed, and warranted the vehicle.

13 26. Since learning of the Defect, Plaintiff Imhoff has been highly concerned  
14 about the threat of harm the vehicle poses to his family, himself, and his property.

15 27. As a result of his concerns about the safety threat the vehicle poses, Plaintiff  
16 Imhoff parks his vehicle at the end of his driveway—furthest away from his house. He is  
17 reluctant to part the vehicle on the street due to concerns of theft—and specifically theft of  
18 the vehicle's catalytic converters.<sup>32</sup>

19 28. Plaintiff Imhoff has suffered a concrete injury as a result of Ford's  
20 misconduct and did not receive the full benefit of the bargain in acquiring the vehicle.

21 29. As of the date of the filing of this Complaint, Ford alleges it has a remedy to  
22 fix Plaintiff's vehicle, but does not have the parts to perform the remedy and is not  
23 expected to have parts until September 2022.

24 30. Had Plaintiff Imhoff known of the Defect, he would not have purchased the  
25 vehicle at all or would have paid substantially less for it.

26  
27  
28 <sup>32</sup> See generally Chloe Wynne, *Catalytic converter thefts sweep through San Diego, worrying residents*, inewssource (January 14, 2022),  
<https://inewssource.org/2022/01/14/catalytic-converter-thefts/> (last visited June 27, 2022).

V. CLASS ACTION ALLEGATIONS

1  
2 31. Plaintiff brings this action individually and on behalf of a Nationwide Class  
3 and a California Subclass pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(2),  
4 23(b)(3), and 23(c)(4). Plaintiff seeks certification of a Nationwide class, defined  
5 as follows:

6 All persons in the United States who purchased or leased a  
7 Class Vehicle for personal use and not for resale  
8 (the "Nationwide Class").

9 32. Pursuant to Fed. R. Civ. P. 23, and in the alternative to claims asserted on  
10 behalf of the Nationwide Class, Plaintiff asserts claims under the laws of the State of  
11 California, and on behalf of a separate statewide class, defined as follows:

12 All persons in the State of California who purchased or  
13 leased a Class Vehicle for personal use and not for resale  
14 (the "California Subclass").

15 33. Where appropriate, the Nationwide Class and California Subclass are  
16 collectively referred to as the "Class."

17 34. Excluded from the proposed Classes are: Ford, any entity in which Ford has a  
18 controlling interest, is a parent or subsidiary, or which is controlled by Ford, as well as the  
19 officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and  
20 assigns of Ford, and judicial officers to whom this case is assigned and their immediate  
21 family members.

22 35. Plaintiff reserves the right to amend the class definitions, including creating  
23 additional subclasses as necessary, after having had an opportunity to conduct discovery.

24 36. Certification of Plaintiff's claims for class-wide treatment are appropriate  
25 because Plaintiff can prove the elements of his claims on a class-wide basis using the  
26 same evidence as would be used to prove those elements in individual actions alleging the  
27 same claims.

28 37. The Class Members are ascertainable and readily identifiable from  
information and records in Ford's possession, custody, or control, as well as from records

1 kept by the Department of Motor Vehicles, which can be used for providing notice to  
2 Class Members.

3 38. **Numerosity:** Consistent with Fed. R. Civ. P. 23(a)(1), although the exact  
4 number of Class Members is uncertain and can only be ascertained through appropriate  
5 discovery, the number is great enough such that joinder is impracticable. The disposition  
6 of the claims of these Class Members in a single action will provide substantial benefits to  
7 all parties and to the Court.

8 39. **Commonality and Predominance:** Consistent with Fed. R. Civ. P.  
9 23(a)(2) and 23(b)(3), this action involves common questions of law and fact  
10 predominating over any questions that may affect only individual Class Members.  
11 Adjudication of these common issues in a single action has important and desirable  
12 judicial economy advantages. Common legal and factual issues include:

- 13 a. whether Class Vehicles contained the Defect;
- 14 b. whether Ford engaged in unfair, unlawful, and/or deceptive business  
15 practices in selling and leasing to consumers Class Vehicles that are  
16 affected by the Defect;
- 17 c. whether Ford breached the implied warranty of merchantability relating to  
18 the defective nature of the Class Vehicles;
- 19 d. whether Class Vehicles suffered a diminution in value resulting from  
20 the Defect;
- 21 e. whether Ford was unjustly enriched by receiving monies in exchange for  
22 the defective Class Vehicles;
- 23 f. whether Ford should be ordered to disgorge all or part of the ill-gotten  
24 profits it received from the sale of the defective Class Vehicles;
- 25 g. whether Ford prioritized putting parts allegedly needed to repair the  
26 Defect into new vehicles instead of first repairing Class Vehicles;
- 27 h. whether Ford acted willfully and in wanton disregard of the consequences  
28 of its actions to consumers;

- 1 i. whether Plaintiff and Class Members are entitled to damages, including
- 2 compensatory, exemplary, and statutory damages, and the amount of such
- 3 damages; and
- 4 j. whether Plaintiff and Class Members are entitled to equitable relief,
- 5 including an injunction enjoining Ford from engaging in the wrongful and
- 6 unlawful conduct alleged herein.

7 40. **Typicality:** Consistent with Fed. R. Civ. P. 23(a)(3), Plaintiff's claims are  
8 typical of the claims of the Class Members in that Plaintiff, like all Class Members,  
9 purchased or leased a Class Vehicle designed and manufactured by Ford that is defective.  
10 The representative Plaintiff, like all Class Members, has been damaged by Ford's  
11 misconduct in that he possesses a vehicle that is unsafe and unfit for its intended purpose,  
12 has overpaid for the Class Vehicle, and has suffered or will suffer damages due to the  
13 diminished value of the Class Vehicle caused by the Defect. Furthermore, the factual  
14 bases of Ford's misconduct are common to all Class Members and represent a common  
15 thread resulting in injury to the Class as a whole. Plaintiff asserts the same claims and  
16 forms of relief as the Class.

17 41. **Adequacy of Representation:** Consistent with Fed. R. Civ. P. 23(a)(4),  
18 Plaintiff and counsel will fairly and adequately protect the interests of the Class. Plaintiff  
19 is a member of the Class defined herein; is committed to vigorously pursuing this matter  
20 against Defendant to obtain relief for the Class; and has no interests that are antagonistic  
21 to, or in conflict with, the interests of other Class Members. Plaintiff retained counsel who  
22 are competent and experienced in litigating class actions and complex litigation. Plaintiff  
23 and his counsel intend to vigorously prosecute this case, and will fairly and adequately  
24 protect the Class's interests.

25 42. **Superiority:** Consistent with Fed. R. Civ. P. 23(b)(3), a class action is  
26 superior to other available means for the fair and efficient adjudication of this  
27 controversy, and no unusual difficulties are likely to be encountered in the management of  
28 this matter as a class action. The damages, harm, or other financial detriment suffered



1 individually by Plaintiff and the other Class Members are relatively small compared to the  
2 burden and expense that would be required to litigate their claims on an individual basis  
3 against Ford, making it impracticable for Class Members to individually seek redress for  
4 Ford's wrongful conduct. Even if Class Members could afford individual litigation, the  
5 court system should not be forced to shoulder such inefficiency. Individualized litigation  
6 would create a potential for inconsistent or contradictory judgments and increase the delay  
7 and expense to all parties and the court system. By contrast, the class action device  
8 presents far fewer management difficulties and provides the benefits of single  
9 adjudication, economies of scale, and comprehensive supervision by a single court.

10 43. Class certification, therefore, is appropriate under Fed. R. Civ. P. 23(b)(3),  
11 because the common questions of law and fact predominate over any questions affecting  
12 individual Class Members, a class action is superior to other available methods for the fair  
13 and efficient adjudication of this controversy, and the requirements of Rule 23(a) are met.

14 44. **Injunctive and Declaratory Relief.** Class certification is also appropriate  
15 under Fed. R. Civ. P. 23(b)(2) because Ford, through its uniform conduct, acted or failed  
16 and refused to act on grounds generally applicable to the Class as a whole, making  
17 injunctive and declaratory relief appropriate to the Class as a whole. Moreover, Ford has  
18 failed to repair the defect or extend Ford's warranties to cover the Defect and related  
19 work, and has not provided alternative modes of transportation (such as a loaner vehicle)  
20 or offered reimbursement for alternate modes of transportation while Ford investigates  
21 and repairs the vehicles. Ford has also not offered compensation for expenses related to  
22 parking Class Vehicles away from structures and property—as it instructed Class  
23 Members—in order to prevent structure and property damage as a result of the Defect.  
24 Ford has not been forced to change its practices or repair Class Vehicles in a timely  
25 manner, thus making injunctive relief a live issue and appropriate to the Class as a whole.

26 45. Likewise, particular issues are also appropriate for certification under Fed. R.  
27 Civ. P. 23(c)(4) because the claims present particular, common issues, the resolution of  
28

1 which would materially advance the resolution of this matter and the parties' interests  
2 therein. Such particular issues include, but are not limited to:

- 3 a. whether Class Vehicles contained the Defect;
- 4 b. whether Ford acted willfully and in wanton disregard of the consequences  
5 of its actions to consumers;
- 6 c. whether Ford adequately tested Class Vehicles to detect the Defect prior  
7 to sale;
- 8 d. whether the Defect was caused by Ford's design of the Class Vehicles;
- 9 e. whether Ford failed to comply with applicable laws, regulations, and/or  
10 industry standards relating to vehicle design, safety, and/or testing  
11 amounting to negligence.

12 **VI. CAUSES OF ACTION**

13 **COUNT I**

14 **Breach of Implied Warranty Under the Magnuson-Moss Warranty Act**  
15 **15 U.S.C. § 2303 *et seq.***

16 **(On behalf of the Nationwide Class and California Subclass)**

17 46. Plaintiff repeats, realleges, and incorporates by reference the allegations  
18 contained in paragraphs 1 through 45 as though fully stated herein.

19 47. Plaintiff brings this count individually and on behalf of all Class Members.

20 48. The Class Vehicles are a "consumer product" within the meaning of the  
21 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

22 49. Plaintiff and Class Members are "consumers" within the meaning of the  
23 Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3)

24 50. Ford is a "supplier" and "warrantor" within the meaning of the Magnuson-  
25 Moss Warranty Act, 15 U.S.C. § 2301(6).

26 51. Ford provided all purchasers and lessees of the Class Vehicles with  
27 implied warranties.

1           52. Ford impliedly warranted that the Class Vehicles were of merchantable  
2 quality and fit for such use. The implied warranty included, among other things: (i) a  
3 warranty that the Class Vehicles were manufactured, supplied, distributed, and/or sold by  
4 Ford were safe and reliable vehicles for providing transportation; and (ii) a warranty that  
5 the Class Vehicles would be fit for their intended use.

6           53. Contrary to the applicable implied warranties, the Class Vehicles at the time  
7 of sale and thereafter were not fit for their ordinary and intended purpose of providing  
8 Plaintiff and Class Members with reliable, durable, and safe transportation. Instead, the  
9 Class Vehicles are inherently defective and dangerous in that the Class Vehicles may  
10 erupt in flames.

11           54. Ford's breach of implied warranties has deprived Plaintiff and Class  
12 Members of the benefit of their bargain.

13           55. Plaintiff and Class Members have had sufficient direct dealings with either  
14 Ford or its agents (dealerships and technical support) to establish privity of contract  
15 between Ford, on one hand, and Plaintiff and each of the other Class Members on the  
16 other hand. Nonetheless, privity is not required here because Plaintiff and each of the  
17 other Class Members are intended third-party beneficiaries of contracts between Ford and  
18 its dealers, and specifically, of Ford's implied warranties. The dealers were not intended  
19 to be the ultimate consumers of the Class Vehicles and have no rights under the warranty  
20 agreements provided with the Class Vehicles; the warranty agreements were designed for  
21 and intended to benefit the consumer only.

22           56. The amount in controversy of the individual claims of each Plaintiff and  
23 Class Member meets or exceeds the sum or value of \$25,000. In addition, the amount in  
24 controversy meets or exceeds the sum or value of \$50,000 (exclusive of interests and  
25 costs) computed on the basis of all claims to be determined in this suit.

26           57. Ford has been afforded a reasonable opportunity to cure its breach, by  
27 providing alternative vehicles to Plaintiff and Class members until Ford fixes the Defect.  
28

1 58. Additionally, pursuant to 15 U.S.C. § 2310(e), Plaintiff is entitled to bring  
2 this class action and is not required to give Ford notice and an opportunity to cure until  
3 such time as the Court determines the representative capacity of Plaintiff pursuant to  
4 Rule 23 of the Federal Rules of Civil Procedure.

5 59. As a direct and proximate cause of Ford’s breach of express and implied  
6 warranties, Plaintiff and Class Members sustained damages and other losses in an amount  
7 to be determined at trial. Ford’s conduct damaged Plaintiff and Class Members, who are  
8 entitled to recover actual damages, consequential damages, specific performance,  
9 diminution in value, costs, attorneys’ fees, and/or other relief as appropriate.

10 60. As a result of Ford’s violations of the Magnuson-Moss Warranty Act as  
11 alleged herein, Plaintiff and Class Members have incurred damages.

12 **COUNT II**

13 **Unjust Enrichment or Quasi-Contract**  
14 **(On Behalf of the Nationwide Class and California Subclass)**

15 61. Plaintiff repeats, realleges, and incorporates by reference the allegations  
16 contained in paragraphs 1 through 45 as though fully stated herein.

17 62. Plaintiff brings this count individually and on behalf of all Class Members.

18 63. Ford received and retained a benefit from Plaintiff and Class Members, and  
19 inequity has resulted.

20 64. Ford benefitted through its unjust conduct by selling and leasing Class  
21 Vehicles with the Defect at a profit for more than the Class Vehicles were worth to  
22 Plaintiff and Class Members, who overpaid for these Class Vehicles with the Defect,  
23 and/or would not have purchased or leased Class Vehicles at all, and who have been  
24 forced to pay other costs.

25 65. It is inequitable for Ford to retain these benefits.

26 66. Plaintiff and Class Members do not have an adequate remedy at law.

27 67. As a result of Ford’s conduct, the amount of its unjust enrichment should be  
28 disgorged, in an amount to be proven at trial.

**COUNT III**

**Breach of Implied Warranty  
(On Behalf of the Nationwide Class and California Subclass)**

1  
2  
3  
4 68. Plaintiff repeats, realleges, and incorporates by reference the allegations  
5 contained in paragraphs 1 through 45 as though fully stated herein.

6 69. Plaintiff brings this count individually and on behalf of all Class Members.

7 70. Ford is and was at all relevant times a merchant with respect to vehicles and  
8 a seller of vehicles.

9 71. The Class Vehicles are and were at all relevant times goods under the  
10 Uniform Commercial Code and individual state commercial codes.

11 72. A warranty that the Class Vehicles were in merchantable condition and fit for  
12 the ordinary purpose for which such goods are used is implied by law. In addition, a  
13 warranty that the Class Vehicles were fit for their particular purpose is implied by law.

14 73. Ford knew at the time of sale of the Class Vehicles that Plaintiff and Class  
15 Members intended to use the vehicles in a manner requiring a particular standard of  
16 performance and durability, and that Plaintiff and Class Members were relying on Ford's  
17 skill and judgment to furnish suitable products for this particular purpose.

18 74. The Class Vehicles were and are not in merchantable condition, not fit for the  
19 ordinary purpose, and not fit for their particular purpose as a result of the Defect, as  
20 detailed above. Specifically, they are inherently defective and dangerous in that the Class  
21 Vehicles erupt in flames. This Defect renders the Class Vehicles unsafe and significantly  
22 reduces their value.

23 75. As a direct and proximate result of Ford's breach of the implied warranties of  
24 merchantability and fitness for a particular purpose, Plaintiff and the members of the  
25 Class have been damaged in an amount to be proven at trial.

**COUNT IV**

**Negligence**

**(On Behalf of the Nationwide Class and California Subclass)**

1  
2  
3  
4 76. Plaintiff repeats, realleges, and incorporates by reference the allegations  
5 contained in paragraphs 1 through 45 as though fully stated herein.

6 77. Plaintiff brings this count individually and on behalf of all Class Members.

7 78. Defendant owed a duty to consumers to exercise a degree of care that a  
8 reasonable person in the like position would exercise. Defendant failed to do so. Among  
9 other things Defendant had a duty to follow industry custom and standards imposed by  
10 federal regulations, to assess the foreseeability and likelihood of an injury, and to assess  
11 the seriousness and frequency of the injuries threatened by the Class Vehicles.

12 79. Defendant breached its duty to Plaintiff and Class Members. Among other  
13 things, and without limiting the generality of the foregoing, Defendant failed to  
14 (1) adequately inspect Class Vehicles, (2) design Class Vehicles properly, and  
15 (3) adequately test Class Vehicles.

16 80. Defendant's negligence was a substantial factor in causing Plaintiff and Class  
17 Members to suffer economic, and potentially physical harm, as well as other damages to  
18 be proven at the time of the trial.

19 81. Plaintiff and Class Members were harmed because they were in fear and at  
20 risk of immediate catastrophic injury to themselves and passengers of the Class Vehicles,  
21 and people and property surrounding Class Vehicles.

22 82. As a direct and legal result of Defendant's wrongful acts and omissions,  
23 Plaintiff and Class Members were harmed.

**COUNT V**

**Violation of the Song-Beverly Consumer Warranty Act  
for Breach of Implied Warranties  
Cal. Civ. Code §§ 1791.1 and 1792  
(On Behalf of the California Subclass)**

83. Plaintiff repeats, realleges, and incorporates by reference the allegations contained in paragraphs 1 through 45 as though fully stated herein.

84. Plaintiff brings this count individually and on behalf of all California Subclass Members.

85. The Class Vehicles are “consumer goods” within the meaning of Cal. Civ. Code § 1791(a).

86. Ford is a “manufacturer” of the Class Vehicles within the meaning of Cal. Civ. Code § 1791(j).

87. Ford impliedly warranted to Plaintiff and Class Members that Class Vehicles were “merchantable” within the meaning of Cal. Civ. Code §§ 1791.1(a) and 1792. However, Class Vehicles do not have the quality that a buyer would reasonably expect.

88. California Civil Code § 1791.1(a) states:

“Implied warranty of merchantability” or “implied warranty that goods are merchantable” means that the consumer goods meet each of the following:

- a. Pass without objection in the trade under the contract description.
- b. Are fit for the ordinary purposes for which such goods are used.
- c. Are adequately contained, packaged, and labeled.
- d. Conform to the promises or affirmations of fact made on the container or label.

89. Class Vehicles would not pass without objection in the trade of recreational vehicle sales because they are equipped with a defect that may cause Class Vehicles to erupt into flames. The Defect renders the Class Vehicles unsafe, and thus, not fit for ordinary purposes.

1 90. The Class Vehicles are not adequately labeled because the labeling fails to  
2 disclose the Defect.

3 91. Ford breached the implied warranty of merchantability by selling and leasing  
4 Class Vehicles equipped with the Defect. Furthermore, the Defect has prevented Plaintiff  
5 and Class Members from receiving the benefit of their bargain and caused Class Vehicles  
6 to greatly diminish in value.

7 92. As a direct and proximate result of Ford’s breach of the implied warranty of  
8 merchantability, Plaintiff and Class Members received goods with a dangerous condition  
9 that substantially impairs their value.

10 93. Plaintiff and Class Members have been damaged as a result of the diminished  
11 value of Class Vehicles.

12 94. Under Cal. Civ. Code §§ 1791.1(d) and 1794, Plaintiff and Class Members  
13 are entitled to damages and other legal and equitable relief including, at their election, the  
14 purchase price of their Class Vehicles, or the overpayment or diminution in value of their  
15 Class Vehicles.

16 95. Under Cal. Civ. Code § 1794, Plaintiff and the Class Members are entitled to  
17 costs and attorneys’ fees.

18 **COUNT VI**

19 **Violation of California’s False Advertising Law**  
20 **Business & Professions Code Sections 17500, *et seq.***  
21 **(On Behalf of the California Subclass)**

22 96. Plaintiff repeats, realleges, and incorporates by reference the allegations  
23 contained in paragraphs 1 through 45 as though fully stated herein.

24 97. Plaintiff brings this count individually and on behalf of all California  
25 Subclass Members.

26 98. Plaintiff, California Subclass Members, and Ford are “persons” within the  
27 meaning of Cal. Bus. & Prof. Code § 17506.

28 99. California False Advertising Law (“California FAL”) prohibits false  
advertising. (California Bus. & Prof. Code § 17500.)



1           100. Defendant, in the course of its business, through its agents, employees,  
2 and/or subsidiaries, violated the California FAL by knowingly and intentionally  
3 misrepresenting, omitting, concealing, and/or failing to disclose material facts regarding  
4 the reliability, safety, and performance of Class Vehicles.

5           101. Defendant engaged in untrue and misleading advertising prohibited by  
6 California Bus. & Prof. Code § 17500 by misrepresenting Class Vehicles as being safe  
7 and/or free from defects, and by failing to disclose and actively concealing the dangers  
8 and risks posed by the Class Vehicles.

9           102. Defendant made, or caused to be made, and disseminated throughout  
10 California advertising, marketing, and other publications containing numerous  
11 statements that were untrue or misleading, and which were known, or which by the  
12 exercise of reasonable care should have been known to Defendant, to be untrue and  
13 misleading to consumers, including Plaintiff and California Subclass Members.  
14 Examples of these statements and advertisements appear in the preceding paragraphs  
15 throughout this Complaint.

16           103. Defendant's unfair or deceptive acts or practices, including its  
17 misrepresentations, concealments, omissions, and suppression of material facts, had a  
18 tendency and capacity to mislead and create a false impression in consumers, and were  
19 likely to—and did in fact—deceive reasonable consumers, including Plaintiff and  
20 California Subclass Members, about the true safety and reliability of Class Vehicles, the  
21 quality of Defendant's brands, and the true value of Class Vehicles.

22           104. Defendant's scheme and concealment of the Defect and true characteristics  
23 of Class Vehicles were material to Plaintiff and California Subclass Members, as  
24 Defendant intended. Had Plaintiff and California Subclass Members known the truth, they  
25 would not have purchased or leased Class Vehicles, or would have paid significantly less  
26 for them.

27           105. Plaintiff and California Subclass Members relied on Defendant and had no  
28 way of discerning that those representations were false and misleading, or otherwise

1 learning the facts that Defendant had concealed or failed to disclose. Plaintiff and  
2 California Subclass Members did not, and could not, unravel Defendant's deception on  
3 their own.

4 106. Defendant had an ongoing duty to Plaintiff and the California Subclass to  
5 refrain from unfair or deceptive practices under the California FAL in the course of their  
6 business. Defendant owed Plaintiff and California Subclass Members a duty to disclose all  
7 material facts concerning the Defect in Class Vehicles because it possessed exclusive  
8 knowledge, it intentionally concealed the Defect from Plaintiff and California Subclass  
9 Members, and/or it made misrepresentations that were rendered misleading because they  
10 were contradicted by withheld facts.

11 107. Plaintiff and California Subclass Members suffered ascertainable losses and  
12 actual damages as a direct and proximate result of Defendant's concealment,  
13 misrepresentations, and/or failure to disclose material information.

14 108. Defendant's violations present a continuing risk to Plaintiff and California  
15 Subclass Members, as well as to the general public. Defendant's unlawful acts and  
16 practices complained of herein affect the public interest.

17 109. Plaintiff and California Subclass Members seek an order enjoining  
18 Defendant's false advertising, any such orders or judgments as may be necessary to  
19 restore Plaintiff and California Subclass Members any money acquired by unfair  
20 competition, including restitution and/or restitutionary disgorgement, and any other just  
21 and proper relief available under the false advertising provisions of the California FAL.

22 **COUNT VII**

23 **Violation of the Consumer Legal Remedies Act**  
24 **Cal. Civ. Code § 1750, *et seq.***  
**(On Behalf of the California Subclass)**

25 110. Plaintiff repeats, realleges, and incorporates by reference the allegations  
26 contained in paragraphs 1 through 45 as though fully stated herein.

27 111. Plaintiff brings this count individually and on behalf of all California  
28 Subclass Members.

1 112. Class Vehicles are “goods” within the meaning of Cal. Civ. Code § 1761(a).

2 113. Plaintiff, California Subclass Members, and Defendant are “persons” within  
3 the meaning of Cal. Civ. Code § 1761(c).

4 114. Plaintiff and California Subclass Members are “consumers” within the  
5 meaning of Cal. Civ. Code § 1761(d).

6 115. The California Legal Remedies Act (“CLRA”) prohibits “unfair methods of  
7 competition and unfair or deceptive acts or practices undertaken by any person in a  
8 transaction intended to result or that results in the sale or lease of goods or services to any  
9 consumer[.]” (Cal. Civ. Code § 1770.)

10 116. Defendant, in the course of its business, through its agents, employees,  
11 and/or subsidiaries, violated the CLRA by knowingly and intentionally misrepresenting,  
12 omitting, concealing, and/or failing to disclose material facts relating to the reliability,  
13 safety, and performance of Class Vehicles, as detailed above.

14 117. Defendant engaged in one or more of the following unfair or deceptive  
15 business practices, as defined in Cal. Civ. Code § 1770(a), by misrepresenting Class  
16 Vehicles as safe and/or free from defects, and by failing to disclose and actively  
17 concealing the dangers and risks posed by Class Vehicles:

- 18 • representing that Class Vehicles have characteristics, uses, benefits, and  
19 qualities which they do not have, in violation of Cal. Civ. Code  
20 § 1770(a)(5);
- 21 • representing that the Class Vehicles are of a particular standard, quality  
22 and grade when they are not, in violation of Cal. Civ. Code § 1770(a)(7);
- 23 • advertising the Class Vehicles with the intent not to sell or lease them as  
24 advertised, in violation of Cal. Civ. Code § 1770(a)(9); and
- 25 • representing that the subject of a transaction has been supplied in  
26 accordance with a previous representation when it has not, in violation of  
27 Cal. Civ. Code § 1770(a)(16).

1           118. Defendant’s unfair or deceptive acts or practices, including its  
2 misrepresentations, concealments, omissions, and/or suppressions of material facts, had a  
3 tendency or capacity to mislead and create a false impression in consumers, and were  
4 likely to—and did in fact—deceive reasonable consumers, including Plaintiff and  
5 California Subclass Members, and about the true safety and reliability of Class Vehicles,  
6 the quality of Class Vehicles, and the true value of Class Vehicles.

7           119. Defendant’s scheme and concealment of the Defect and true characteristics  
8 of Class Vehicles were material to Plaintiff and California Subclass Members, as  
9 Defendant intended. Had Plaintiffs and California Subclass Members known the truth,  
10 they would not have purchased or leased their Class Vehicles or would have paid  
11 significantly less for them.

12           120. Plaintiff and California Subclass Members had no way of discerning that  
13 Defendant’s representations were false and misleading, or otherwise learning the facts that  
14 Defendant had concealed or failed to disclose. Plaintiff and California Subclass Members  
15 did not, and could not, unravel Defendant’s deception on their own.

16           121. Defendant had an ongoing duty to Plaintiff and California Subclass Members  
17 to refrain from unfair or deceptive practices under the CLRA in the course of its business.  
18 Defendant owed Plaintiff and California Subclass Members a duty to disclose all the  
19 material facts concerning the Defect in Class Vehicles because it possessed exclusive  
20 knowledge, it intentionally concealed the Defect from Plaintiff and California Subclass  
21 Members, and/or it made representations that were rendered misleading because they  
22 were contradicted by withheld facts.

23           122. Plaintiff and California Subclass Members suffered ascertainable losses and  
24 actual damages as a direct and proximate result of Defendant’s concealment,  
25 misrepresentations, and/or failure to disclose material information.

26           123. Defendant’s violations present a continuing risk to Plaintiff and California  
27 Subclass Members, as well as to the general public. Defendant’s unlawful acts and  
28 practices complained of herein affect the public interest.



1 131. Defendant became aware Class Vehicles were dangerous when used in a  
2 reasonably foreseeable manner and posed an unreasonable risk after Class Vehicles  
3 were sold.

4 132. Defendant failed to recall Class Vehicles in a timely manner, and its 2022  
5 Recall was ineffective because it did not mitigate or otherwise resolve the Defect.

6 133. A reasonable manufacturer in same or similar circumstances would have  
7 timely and properly recalled the Class Vehicles.

8 134. Plaintiff and Class Members were harmed by Defendant's failure to recall the  
9 Class Vehicles properly and in a timely manner and, as a result, have suffered damages,  
10 including out-of-pocket costs, losses and inconvenience expended in complying with an  
11 inadequate recall, and caused by Defendant's ongoing failure to properly recall, retrofit,  
12 and fully repair Class Vehicles.

13 135. Defendant's failure to timely recall Class Vehicles was a substantial factor in  
14 causing the harm to Plaintiff and Class Members as alleged herein.

15 **COUNT IX**

16 **Violation of California's Unfair Competition Law**  
17 **Cal. Bus. & Prof. Code § 17200, *et seq.***  
18 **(On behalf of the California Subclass)**

19 136. Plaintiff repeats, realleges, and incorporates by reference the allegations  
20 contained in paragraphs 1 through 45 as though fully stated herein.

21 137. Plaintiff brings this count individually and on behalf of all California  
22 Subclass Members.

23 138. California's Unfair Competition Law ("UCL"), California Business and  
24 Professions Code § 17200, *et seq.*, prohibits any "unlawful, unfair or fraudulent business  
25 act or practices."

26 139. In the course of its business, Ford violated the UCL by engaging in the  
27 following unlawful and unfair business acts and practices:

- 28 a. selling and leasing a Class Vehicle with a defect rendering the vehicle  
unsafe and unfit for normal use;

1           b. breaching California statutory and common law implied warranties  
2           associated with the Class Vehicles;

3           c. failing to adequately fix, repair, or otherwise remediate the Defect in  
4           Class Vehicles;

5           140. Had Plaintiff and California Subclass Members known of the Defect, they  
6 would not have purchased or leased the Class Vehicles or would have paid significantly  
7 less for them.

8           141. Plaintiff and California Subclass Members suffered an ascertainable loss of  
9 money and property as a direct and proximate result of Ford's violations of the UCL, as  
10 set forth above.

11           142. Pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*, Plaintiff and California  
12 Subclass Members seek any such orders or judgments as may be necessary to restore to  
13 Plaintiff and California Subclass Members any money acquired by unfair competition,  
14 including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof.  
15 Code § 17203, and any other just and proper relief available under the UCL.

16           143. Further, Plaintiff and California Subclass Members request injunctive relief  
17 to remedy the violations of the UCL by Defendant, including a full repair of the Defect  
18 and replacement of all necessary parts, an extension of the warranties for Class Vehicles  
19 so that all repairs and parts replacements related to the Defect are covered by such  
20 warranties and do not result in out-of-pocket costs to Plaintiff and California Subclass  
21 Members, the provision of loaner vehicles while the work to correct the Defect is being  
22 performed, and all other applicable relief.

23           144. Plaintiff and California Subclass Members currently lack an adequate remedy  
24 at law for all the harms caused by the Defect. Only through injunctive and restitutionary  
25 relief will Plaintiff and California Subclass Members be able to obtain a complete repair  
26 of the defect and an extension of Ford's warranties to cover that work, as well as  
27 restitution of the monies Plaintiff and California Subclass Members have already spent in  
28 efforts to: repair the Class Vehicles, find alternative modes of transportation, park Class

1 Vehicles away from structures and property, prevent future fires, and repair or replace  
2 items damaged by the Defect.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff, individually, and on behalf of the members of the Class,  
5 prays for relief as follows:

- 6 a. an order certifying the proposed Nationwide Class and California Subclass,  
7 designating Plaintiff as the named representative of the Nationwide Class and  
8 California Subclass, and designating his attorneys as Class Counsel;
- 9 b. a declaration that Ford is financially responsible for adequately notifying all  
10 Class Members about the defective nature of Class Vehicles;
- 11 c. an award to Plaintiff and Class Members of compensatory, exemplary, and  
12 statutory damages, in an amount to be proven at trial;
- 13 d. for restitution of all money or property wrongfully obtained by Ford;
- 14 e. for disgorgement, for the benefit of the Class, all or part of the ill-gotten profits;
- 15 f. an award of attorneys’ fees and costs pursuant to California Code of Civil  
16 Procedure § 1021.5, or as otherwise allowed by law;
- 17 g. an award of pre-judgment and post-judgment interest, as provided by law;
- 18 h. leave to amend the Complaint to conform to the evidence produced at trial; and
- 19 i. such other relief as may be appropriate under the circumstances.

20 **DEMAND FOR JURY TRIAL**

21 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a  
22 jury trial as to all issues triable by jury.

23  
24 Dated: July 13, 2022

Respectfully submitted,  
**CASEY GERRY SCHENK FRANCAVILLA  
BLATT & PENFIELD, LLP**

26 By: /s/ Gayle M. Blatt  
27 GAYLE M. BLATT  
28 *Attorneys for Plaintiff*