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*Attorneys for Plaintiff*

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

CURTIS WARD, individually and on behalf  
of all others similarly situated,

Plaintiff,

vs.

FORD MOTOR COMPANY, INC, and  
DOES 1 through 10, inclusive,

Defendants.

Case No.

**CLASS ACTION**

**COMPLAINT FOR:**

**(1) VIOLATION OF CALIFORNIA  
BUSINESS AND PROFESSIONS  
CODE, SECTION 17200, et seq.**

**(2) VIOLATION OF THE CONSUMERS  
LEGAL REMEDIES ACT, CAL. CIV.  
CODE SECTION 1770, et seq.**

**JURY TRIAL DEMANDED**

1 Plaintiff Curtis Ward (“Plaintiff”), individually and on behalf of all other members of the  
2 public similarly situated, brings this action against Defendant Ford Motor Company, Inc.,  
3 (“Defendant” or “FORD”), upon information and belief, except as to his own actions, the  
4 investigation of his counsel, and facts that are a matter of public record. The term “Vehicle”  
5 shall refer to the used 2014 Ford Fusion SE Hybrid vehicle purchased by Plaintiff, VIN  
6 3FA6P0LU8ER322516. Plaintiff alleges as follows:

7 **INTRODUCTION**

8 1. Dating back to 2009, FORD has, under several different brand names, distributed  
9 Partial Zero Emissions Vehicles (“PZEV”), as defined by California Code of Regulations  
10 (“CCR”) Title 13, Section 1962.1, to consumers in the state of California. FORD has received  
11 Zero Emissions Vehicle (“ZEV”) credits from the state of California relating to the distribution  
12 of the PZEV vehicles. In exchange for FORD receiving ZEV credits, FORD was and is required  
13 to extend the California emissions warranty as defined by CCR Title 13, Section 2037 and 2038,  
14 relating to the PZEV vehicles, to 15-years or 150,000 miles.

15 2. This consumer class action arises out of FORD’s failure to properly identify and  
16 pay for all of the parts and labor that should correctly be covered for 15-years or 150,000 miles,  
17 pursuant to CCR Title 13, Section 1962.1, 2035, 2037 and 2038, (“California Emissions  
18 Warranty”), relating to 2009 through 2017 FORD PZEV vehicles. As a result, Plaintiff and  
19 members of the Class and Subclass are paying out of pocket for repairs that should be covered  
20 under the California Emissions Warranty. Plaintiff’s claims apply to all Model Year 2009-2017  
21 FORD PZEV vehicles which qualify for coverage pursuant to the California Emissions  
22 Warranty (“Class Vehicles”).

23 3. FORD has violated, and continues to violate, California law in that FORD fails to  
24 cover under the California Emissions Warranty all of the parts and labor costs relating to the  
25 diagnosis and repairs of all defective emissions components that FORD is required to cover for  
26 Class Vehicles, for 15-years or 150,000 miles whichever occurs first, as required by CCR Title  
27 13, Section 1962.1, 2035, 2037, and 2038.

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1           9.       FORD has unilaterally defined and wrongfully limited the parts of the Class  
2 Vehicles that should properly be identified as parts covered by the California Emissions  
3 Warranty, and covered for 15-years/150,000 miles under CCR Title 13 Section 1962.1.

4           10.       Section 1962.1 requires that, relating to Class Vehicles, any warranted part, as  
5 defined by the CCR, that when defective would cause the vehicle's on-board diagnostic  
6 malfunction indicator light to illuminate, increase emissions or that would result in the vehicle  
7 not being able to pass a California smog check must be covered for 15-years/150,000 miles.  
8 However, FORD's California Emissions Warranty for the Class Vehicles identifies only a  
9 handful of emissions parts that FORD contends qualify for the California Emissions Warranty's  
10 15-year/150,000-mile warranty coverage. That list, generated by FORD, for its own financial  
11 benefit to save warranty costs, is woefully inadequate and incomplete and fails to identify, or  
12 provide extended warranty coverage for, *all* of the emissions related parts that, in fact, qualify  
13 for extended 15-year/150,000-mile coverage under Section 1962.1.

14           11.       FORD is acting as alleged herein in order to limit its warranty exposure. By  
15 narrowly self-defining the parts that are required to be covered under the California Emissions  
16 Warranty, FORD is able to reduce the amount of money that FORD spends on warranty-related  
17 repairs, knowing that most if not all dealerships or consumers will not investigate or understand  
18 what components should actually and correctly be covered under the California Emissions  
19 Warranty as required by the California Code of Regulations.

20           12.       As a result of FORD's conduct, Plaintiff and Class members have paid and are  
21 continuing to pay out of pocket for repairs that should be covered under the California  
22 Emissions Warranty.

23           13.       Plaintiff's theory does not depend on the premise that CARB was deceived by  
24 the information that FORD submitted, or that CARB ever expressed a concern about FORD's  
25 classification of components as being covered by the California Emissions Warranty. Plaintiff is  
26 not accusing CARB of mismanagement or blaming CARB for FORD's inaccuracy. FORD  
27 alone is responsible for selecting and identifying to CARB the parts that FORD has unilaterally  
28 identified as being covered by the California Emissions Warranty, as part of its application for

1 vehicle certification. That list may be correct as far as it goes or as far as CARB may know. But,  
2 as Plaintiff alleges, the list of parts FORD submitted to CARB was incomplete, as evidenced by  
3 Plaintiff's own experience.

#### 4 **JURISDICTION AND VENUE**

5 14. This Court has original jurisdiction over the subject matter of this action  
6 pursuant to 28 U.S.C. § 1332(d)(2)(A) because: (i) members of the Class are citizens of a state  
7 different from that of FORD; and (ii) aggregating the claims of individual Class members, the  
8 total matter in controversy exceeds the sum or value of \$5,000,000, exclusive of interests and  
9 costs. Further, 28 U.S.C. § 1332(d)(5) does not apply because (i) FORD is not a state, state  
10 official, or other governmental entity against whom the Court may be foreclosed from  
11 ordering relief, and (ii) the number of members of the Class in the aggregate exceeds 100.

12 15. This Court has personal jurisdiction over FORD because FORD has sufficient  
13 minimum contacts with California, having intentionally availed itself of the California market  
14 so as to render the exercise of jurisdiction over it by this District Court consistent with  
15 traditional notions of fair play and substantial justice.

16 16. Venue is proper in this Court pursuant to 28 U.S.C. §1391 because FORD  
17 conducts business within the State of California, has failed to designate with the office of the  
18 California Secretary of State a principal place of business in California, and a substantial part  
19 of the events giving rise to the claims alleged herein occurred in this District.

#### 20 **PARTIES**

21 17. At the time that Plaintiff Curtis Ward purchased the Vehicle, Plaintiff Curtis  
22 Ward was a citizen of the State of California, County of San Bernardino.

23 18. FORD was and is, upon information and belief, a Delaware limited liability  
24 company doing business in California.

25 19. The true names and capacities of Defendants sued in this Complaint as Does 1  
26 through 10, inclusive, are currently unknown to Plaintiff, and therefore Plaintiff sues such  
27 Defendants by such fictitious names.

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1 the Vehicle as having an internal transmission failure. FORD refused to extend warranty  
2 coverage relating to the complaint.

3 26. On April 26, 2021, at 131,568 miles, Plaintiff presented the Vehicle to River  
4 View Ford for repairs. At the time of presentation, the Vehicle was still covered under the  
5 California Emissions Warranty. Plaintiff complained that when putting the Vehicle into gear,  
6 the RPM would go up high as if the vehicle is going to accelerate. The dealership again  
7 diagnosed the Vehicle as having an internal failure. Fault codes P1920-62 (speed sensor fault),  
8 P1A0C.00 (hybrid powertrain control module, - engine disabled) and P0A7A.94 (generator  
9 inverter performance) were present. FORD did not extend coverage relating to the repairs. As a  
10 result, Plaintiff suffered damage.

11 27. FORD's conduct violates California's unfair business practices statute, California  
12 Business and Professions Code section 17200, *et seq.* (the "UCL"), and violates the Consumers  
13 Legal Remedies Act, Civil Code section 1750, *et seq.*

14 28. Plaintiff and other members of the Class have suffered damage as a result of  
15 FORD's wrongful conduct.

16 29. On May 29, 2021, pursuant to California Civil Code Section 1782, counsel for  
17 Plaintiff sent FORD a letter, notifying FORD in writing of Plaintiff's claims under the  
18 Consumers Legal Remedies Act relating to said FORD Warranty concealment. Said letter  
19 provided FORD with an opportunity to take actions to remedy said unlawful practices.

20 30. On July 7, 2021, FORD sent correspondence to counsel for Plaintiff, indicating  
21 in essence that FORD had done nothing wrong, and indicating that the Vehicle's transmission  
22 was not covered under the California Emissions Warranty.

23 31. By failing to provide a 15-year 150,000-mile warranty for repairs that are by  
24 operation of law covered under the California Emissions Warranty, FORD has violated the UCL  
25 and CLRA.

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**PLAINTIFF’S CLASS ACTION ALLEGATIONS**

32. Plaintiff re-alleges and incorporates by reference each allegation set forth above.

33. Plaintiff brings this class action pursuant to Federal Rules of Civil Procedure Rules 23(a), (b)(2) and (b)(3) on behalf of himself and members of the Class as defined below.

34. Excluded from the Class are Defendant, and its subsidiaries and affiliates; its current and former officers, directors, and employees (and members of their immediate families); and the legal representatives, heirs, successors or assigns of any of the foregoing.

35. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

36. Plaintiff’s proposed class (“Class Members”) consists of and is defined as follows:

All persons in California who, within the last four years, have been owners or lessees of Class Vehicles and who have paid for diagnosis, labor and parts relating to repairs that should have been covered under the California Emissions Warranty for 15-years or 150,000 miles (the “Class”).

37. Plaintiff’s proposed subclass consists of and is defined as follows:

All persons in California who, within the last four years, have been owners or lessees of Class Vehicles and who have paid for diagnosis, labor and parts relating to transmission defects that should have been covered under the California Emissions Warranty for 15 -years or 150,000 miles (the “Subclass”).

38. On behalf of the Class and Subclass, Plaintiff seeks injunctive relief requiring FORD to identify all of the parts or components that should have been, and that should be, properly covered under the 15-year and 150,000 mile California Emissions Warranty relating to the Class Vehicles.

39. On behalf of the Class and Subclass, Plaintiff also seeks reimbursement for the money wrongfully paid by Plaintiff and the Class relating to repairs that should have been covered by FORD under the 15-year and 150,000 mile California Emissions Warranty during the Class period.

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1           40.     Plaintiff reserves the right to redefine the Class and Subclass and to add  
2 subclasses as appropriate based on further investigation, discovery, and specific theories of  
3 liability.

4           41.     Plaintiff reserves the right, based on further investigation and discovery, to  
5 redefine or expand the Class and/or to add subclasses to include other warranted parts. Further,  
6 Plaintiff reserves the right to expand the Class or subclass to include the same parts on vehicles  
7 registered in states other than California.

8           42.     As required by Fed. R. Civ. P. 23(a)(2) and (b)(3), there are questions of law and  
9 fact common to the Class, and those common questions predominate over any questions  
10 affecting only individual members. Among the common questions of law and fact include:

- 11           (a)     Whether FORD has failed, and is failing, to comply with the California  
12 Emissions Warranty relating to the Class Vehicles by failing to provide a 15-year  
13 and 150,000 mile California Emissions Warranty coverage for all parts that  
14 should be defined by FORD as warranted parts pursuant to the CCR.
- 15           (b)     Whether FORD has failed, and is failing, to identify for Class Members and  
16 dealerships all of the parts relating to Class Vehicles that should be identified as  
17 covered under the 15-year and 150,000 mile California Emissions Warranty.
- 18           (c)     Whether FORD has engaged in, and is engaging in, a systematic business  
19 practice of intentionally failing to identify all of the parts of the Class Vehicles  
20 that should be identified covered under the 15-year and 150,000 mile California  
21 Emissions Warranty.
- 22           (d)     Whether FORD has failed, and is failing, to identify all of the parts of the Class  
23 Vehicles that should be identified covered by the 15-year and 150,000 mile  
24 California Emissions Warranty in an effort to reduce the amount of money that  
25 FORD spends on warranty related repairs.
- 26           (e)     Whether FORD's conduct of failing to identify all of the parts of the Class  
27 Vehicles that should be identified as covered by the 15-year and 150,000 mile  
28 California Emissions Warranty results in consumers suffering financial loss.

- 1 (f) Whether FORD's conduct of failing to identify all of the parts of the Class  
2 Vehicles that should be identified as covered by the 15-year and 150,000 mile  
3 California Emissions Warranty results in wrongfully minimizing the amount of  
4 money that FORD has to pay out in warranty claims.
- 5 (g) Whether FORD's conduct of failing to identify all of the parts of the Class  
6 Vehicles that should be identified as covered by the 15-year and 150,000 mile  
7 California Emissions Warranty violates California law.
- 8 (h) Whether FORD has engaged in, and is engaging in, unlawful and unfair business  
9 practices in violation of California Business & Professions Code section 17200,  
10 *et seq.* with regard to FORD's failure to identify all of the warranted parts of the  
11 Class Vehicles that should be covered by the 15-year and 150,000 mile  
12 California Emissions Warranty.
- 13 (i) Whether Plaintiff and Class members are entitled to injunctive relief regarding  
14 FORD's failure to identify all of the warranted parts of the Class Vehicles that  
15 should be covered by the 15-year and 150,000 mile California Emissions  
16 Warranty.
- 17 (j) The appropriate amount of restitution, or monetary penalties resulting from  
18 FORD's violations of California law.
- 19 (k) Whether FORD has engaged in, and is engaging, in concealment relating to  
20 FORD's failure to identify all of the warranted parts of the Class Vehicles that  
21 should be covered by the 15-year and 150,000 mile California Emissions  
22 Warranty.
- 23 (l) Whether FORD has violated and is violating the Consumers Legal Remedies  
24 Act, Civil Code section 1750, *et seq.*, with regard to FORD's failure to identify  
25 all of the warranted parts of the Class Vehicles which should be covered by the  
26 15-year and 150,000 mile California Emissions Warranty.

27 43. Numerosity: As required by Fed. R. Civ. P. 23(a)(1), the members of the Class  
28 are so numerous that joinder of all Class members would be unfeasible and impractical, and the

1 resolutions of their claims through the procedure of a class action will be of benefit to the  
2 Parties and the Court. The membership of the entire Class is unknown to Plaintiff at this time;  
3 however, the Class is estimated to be greater than one hundred (100) individuals and the identity  
4 of such membership is readily ascertainable by inspection of Defendant's records.

5 44. Typicality: As required by Fed. R. Civ. P. 23(a)(3), Plaintiff's claims are typical  
6 of the claims of all Class members since Plaintiff and all members of the Class suffered  
7 damages as result of Defendant's concealment and wrongful conduct set forth herein.

8 45. Adequacy: As required by Fed. R. Civ. P. 23(a)(4), Plaintiff will fairly and  
9 adequately protect the interests of the members of the Class. Plaintiff has no interests adverse or  
10 antagonistic to those of the Class and has retained counsel competent and experienced in class  
11 action litigation who will zealously prosecute this matter on behalf of the Class to its conclusion

12 46. Superiority: As required by Fed. R. Civ. P. 23(b)(3), the nature of this action  
13 makes the use of class action adjudication superior to other methods. A class action will achieve  
14 economies of time, effort, and expense as compared with separate lawsuits, and will avoid  
15 inconsistent outcomes because the same issues can be adjudicated in the same manner and at the  
16 same time for the entire class.

17 47. Defendant keeps extensive computerized records of its customers. Defendant has  
18 one or more databases through which a significant majority of Class members may be identified  
19 and ascertained, and it maintains contact information, including email and home mailing  
20 addresses, through which notice of this action could be disseminated in accordance with due  
21 process requirements.

22 48. Class certification of Plaintiff's claims is also appropriate pursuant to Fed. R.  
23 Civ. P. 23(b)(2) because Defendant has acted or refused to act on grounds generally applicable  
24 to Plaintiff and the Class, making appropriate both declaratory and injunctive relief with respect  
25 to Plaintiff and the Class.

26 **TOLLING OF THE STATUTE OF LIMITATIONS**

27 49. FORD has actively engaged in misleading, and dishonest conduct relating to its  
28 failure to properly identify parts of the Class Vehicles that should be identified as covered under

1 the 15-year and 150,000 mile California Emissions Warranty. Despite acting diligently, Plaintiff  
2 and the Class cannot be reasonably expected on their own to learn or discover what parts and  
3 repairs of the Class Vehicles should be identified as warranted parts covered under the 15-year  
4 and 150,000 mile California Emissions Warranty. Therefore, the discovery rule is applicable to  
5 the claims asserted by Plaintiff and members of the Class, and the statute of limitations for  
6 bringing the claims set forth herein should be tolled.

7 50. FORD has actual and constructive knowledge that it is violating California law  
8 by failing to identify all of the parts of the Class Vehicles that should be identified as warranted  
9 parts, and by failing to provide a 15-year and 150,000 mile California Emissions Warranty  
10 relating to said parts. FORD has concealed from Plaintiff and members of the Class that FORD  
11 is violating California law as set forth herein.

12 51. Any applicable statute of limitation is tolled by FORD's knowledge, active  
13 concealment, and wrongful conduct set forth herein. FORD is further estopped from relying on  
14 any statute of limitation because of its concealment set forth herein.

15 **FIRST CLAIM FOR RELIEF**

16 **Violation of California Unfair Competition Law**

17 **(Cal. Bus. & Prof. Code §§ 17200, *et seq.*)**

18 52. Plaintiff re-alleges and incorporates by reference each allegation set forth above.

19 53. California Business and Professions Code section 17200, *et seq.* (the "UCL")  
20 prohibits "any unlawful, unfair or fraudulent business act or practice." FORD has committed  
21 acts of unfair competition proscribed by the UCL, including the acts and practices alleged  
22 herein.

23 54. The UCL imposes strict liability. Plaintiff need not prove that FORD  
24 intentionally or negligently engaged in unlawful or unfair business practices – only that such  
25 practices occurred.

26 55. FORD is a "person" as defined by Business & Professions Code § 17201.

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1 the consumers themselves could reasonably have avoided. An act or practice also is unfair if it  
2 offends an established public policy or is immoral, unethical, oppressive, unscrupulous or  
3 substantially injurious to consumers. An act or practice also is unfair if Plaintiff's claims are  
4 "tethered" to specific constitutional, statutory or regulatory provisions. FORD's conduct  
5 violates all of these definitions.

6 64. As alleged above, FORD engages and has engaged in a systematic business  
7 practice of intentionally failing to identify in the Class Vehicles' warranty booklet at the time of  
8 distribution, and in resources provided to its dealerships, numerous parts of the Class Vehicles  
9 that FORD is obligated to identify as being covered by the 15-year 150,000 mile California  
10 Emissions Warranty by operation of law, including specifically the parts referenced in the  
11 subclass. FORD does this in an effort to reduce the amount of money that FORD spends on  
12 warranty-related repairs knowing that it would be very difficult if not impossible for most  
13 consumers to discover this unlawful conduct. If FORD complied with California law and  
14 properly identified all of the parts of the Class Vehicles that should be identified as covered  
15 under the California Emissions Warranty, then FORD dealerships would properly provide  
16 warranty coverage for said warranted parts.

17 65. Further, FORD's conduct is unfair because it intentionally refuses to provide  
18 warranty coverage for the sole purpose of wrongfully limiting its warranty claims, with no  
19 regard for the fact that the public is being forced to pay for repairs which should be covered  
20 under the 15-year and 150,000 mile California Emissions Warranty. Plaintiff and members of  
21 the Class have suffered injury in fact and lost money or property as a result of FORD's unfair  
22 business acts and practices as set forth in detail.

23 66. FORD's failure to properly identify the all of the parts of the Class Vehicles that  
24 should be provided 15-year 150,000 miles California Warranty Coverage is a uniform,  
25 systematic, and intentional business practice on the part of FORD to minimize the amount of  
26 money that FORD has to pay out in warranty claims. This conduct violates California law.

27 67. As a direct and proximate result of FORD's acts and practices in violation of the  
28 UCL, Plaintiff and members of the Class have paid out of pocket to repair or replace parts of the

1 Class Vehicles that should have been covered by FORD under the 15-year and 150,000 mile  
2 California Emissions Warranty. As a result, consumers have been forced to pay out of pocket to  
3 repair or replace vehicle components that should be covered under warranty is clearly unfair.

4 68. FORD’s conduct does not benefit consumers or competition. Plaintiff and  
5 members of the Class could not reasonably avoid the injury each of them suffered or will suffer,  
6 which injury is substantial. FORD’s conduct only benefits FORD, by FORD wrongfully  
7 avoiding having to pay warranty claims which should be covered by the 15-year and 150,000  
8 mile California Emissions Warranty.

9 69. The gravity of the consequences of FORD’s conduct as described above  
10 outweighs the justification, motive or reason therefor, is immoral, unethical and unscrupulous.

11 70. FORD’s conduct also offends established public policy that is tethered to  
12 legislatively declared policies as set forth in the laws detailed above, including California laws  
13 and regulations regarding California’s Emission Control System Warranty Requirements, or is  
14 substantially injurious to the public, for the reasons set forth above.

15 71. To the extent that any definition of “unfair” requires a balancing test or weighing  
16 various factors, such an inquiry is fact intensive and requires a full factual record as to FORD’s  
17 justification and motives for its conduct, and as to the impact of FORD’s conduct on Plaintiff  
18 and Class members.

19 72. FORD’s acts of unfair competition as set forth above present a continuing threat  
20 and will persist and continue to do so unless and until this Court issues appropriate injunctive  
21 relief. Plaintiff also seeks attorneys’ fees and costs pursuant to, *inter alia*, C.C.P. § 1021.5.

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23 **Deceptive Prong**

24 73. Plaintiff’s claim under this prong is predicated on omissions, not  
25 misrepresentations. While the warranty booklet for Class Vehicles claims to identify all of the  
26 parts covered under the 15-year and 150,000 mile California Emissions Warranty, the warranty  
27 booklet omits numerous parts that that should have been listed as covered by the 15-year and  
28 150,000 mile California Emissions Warranty.

1           74. FORD engages in a uniform and systematic business practice of intentionally  
2 failing to identify in the FORD warranty booklet, and in resources provided to its dealerships,  
3 all of the parts of the Class Vehicles which should be covered under the 15-year and 150,000  
4 mile California Emissions Warranty. This has intentionally misled consumers with regard to  
5 what parts are covered under the 15-year and 150,000 mile California emissions warranty, and  
6 reduced the amount of money that FORD spends on warranty-related repairs. If FORD  
7 complied with California law, and properly identified all parts of Class Vehicles as covered  
8 under the California Emissions Warranty which should be identified as such, then FORD  
9 dealerships would properly provide warranty coverage for said warranted parts.

10           75. FORD's wrongful conduct is a systematic and intentional business practice on  
11 the part of FORD to minimize the amount of money that FORD has to pay out in warranty  
12 claims. This conduct violates California law.

13           76. Said conduct is likely to deceive an ordinary consumer as FORD concealed this  
14 information from consumers and from FORD's dealerships, in an effort by FORD to minimize  
15 the amount of money that FORD has to pay out in warranty claims. One of the ways FORD  
16 misleads consumers relates to the information that FORD provides to consumers in the FORD  
17 warranty book. FORD intentionally omits information from the warranty book by intentionally  
18 failing to classify all of the parts of the Class Vehicles as parts that should be covered under the  
19 15-year and 150,000 mile California emissions warranty.

20           77. Plaintiff and the Class have justifiably relied on the information in the warranty  
21 booklet about what parts of the Class Vehicles should be covered under the 15-year 150,000  
22 California Emissions Warranty have been deceived and suffered damage as a result of FORD's  
23 intentional and wrongful conduct.

24           78. FORD is fully aware of its obligations pursuant to the CCR and purports to  
25 comply with them. However, in derogation of its legal obligations, FORD willfully and  
26 intentionally conceals from consumers, and from the FORD dealerships, the all of the parts of  
27 the Class Vehicles that should be covered by the 15-year 150,000 mile California Emissions  
28 Warranty, in order to reduce the amount of money that FORD has to pay in warranty claims.



1           79.     FORD is and was under a duty to disclose to consumers and to its dealerships all  
2 of the parts of the Class Vehicles that should be covered under the 15-year 150,000 miles  
3 California Emissions Warranty.

4           80.     FORD is and was further under a duty to disclose to consumers and to its  
5 dealerships all of the parts of the Class Vehicles which it is required to cover under the 15-year  
6 and 150,000 mile California Emissions Warranty because:

- 7           (1)     FORD is and was in a superior position to know the true state of facts about the  
8 duration of the 15-year and 1500,000 mile California Emissions Warranty and  
9 which parts of the Class Vehicles should be covered;
- 10          (2)     FORD has made partial disclosures about the extent of the 15-year and 150,000  
11 mile California Emissions Warranty;
- 12          (3)     FORD has actively concealed and failed to identify all of the parts of the Class  
13 Vehicles that are covered under the 15-year and 150,000 mile California  
14 emissions warranty; and,
- 15          (4)     Members of the Class, including Plaintiff, have suffered actual loss due to  
16 FORD's concealment and false representations.

17           81.     The facts concealed and not disclosed by FORD to Plaintiff and members of the  
18 Class are material. Had Plaintiff and members of the Class known the true extent of the 15-year  
19 and 150,000 mile California Emissions Warranty, and had FORD been truthful to its dealerships  
20 and members of the Class with regard to identifying all of the parts and repairs of the Class  
21 Vehicles that are covered under the 15-year and 150,000 mile California Emissions Warranty,  
22 Plaintiff and members of the Class would have been able to avoid spending money in order to  
23 repair FORD vehicles sold and leased in California. As a result, Plaintiff and members of the  
24 Class have suffered damage.

25           82.     In order to minimize the amount of money that FORD spends on warranty related  
26 repairs, FORD continues to conceal the parts of the Class Vehicles that should be covered under  
27 the 15-year and 150,000 mile California Emissions Warranty.

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1 CCR relating to parts which are actually covered under the California Emissions Warranty for  
2 15-years or 150,000 miles.

3 88. Plaintiff and members of the Class have presented FORD vehicles to FORD  
4 authorized repair facilities for repairs that should have been covered under the CCR, but  
5 coverage has been wrongfully denied to them. As a result, Plaintiff and members of the Class  
6 have thus suffered damage. Plaintiff brings this claim on behalf of himself and the Class.

7 89. FORD's conduct in warranting, advertising, leasing, selling and distributing  
8 vehicles in the State of California, while at the same time knowingly and wrongfully failing to  
9 honor the terms of the CCR, constitutes the following violations of Section 1770:

- 10 (a) FORD represents and has represented that the Class Vehicles sold and leased in  
11 the State of California have characteristics or benefits which they did not have (in  
12 violation of Section 1770(a)(5));
- 13 (b) FORD has falsely represented that the Class Vehicles sold and leased in the State  
14 of California were of a particular standard, quality, or grade when they were of  
15 another (in violation of Section 1770(a)(7)); and,
- 16 (c) FORD advertised the Class Vehicles that have been sold and leased in the State  
17 of California with the intent not to sell them as advertised (in violation of Section  
18 1770(a)(9)).

19 90. Civil Code section 1780(a) provides that any consumer who suffers damage as a  
20 result of a violation of the CLRA may bring an action to recover: 1) actual damages, but in no  
21 case shall the total award of damages in a class action be less than \$1,000; 2) an order enjoining  
22 the methods, acts, or practices; 3) restitution of property; 4) punitive damages; and 5) any other  
23 relief that the court deems proper.

24 91. Civil Code section 1781 provides that Plaintiff may pursue this case as a class  
25 action.

26 92. Plaintiff requests injunctive relief pursuant to Civil Code 1782(d).

27 93. Plaintiff is entitled to attorney fees pursuant to Civil Code section 1780(e).

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for relief and judgment against FORD as follows:

(a) An order certifying the proposed Class designating Plaintiff as named representative of the Class, and designating the Plaintiff’s Counsel as Class Counsel;

(b) A declaration that FORD is financially responsible for notifying all Class members about the wrongful conduct set forth herein;

(c) An order enjoining FORD from further deceptive distribution, sales, and lease practices, and to reimburse both Plaintiff and the Class for the money wrongfully paid by Plaintiff and members of the Class relating to repairs to Class Vehicles which should have been covered by FORD under the 15-year and 150,000 mile California Emissions Warranty;

(d) An award to Plaintiff and members of the Class of compensatory, exemplary, and statutory damages, including interest, in an amount to be proven at trial;

(e) An award to Plaintiff and members of the Class of any repair costs they are owed;

(f) A declaration that FORD must disgorge, for the benefit of the Class, all or part of the ill-gotten profits it received as a result of the wrongful conduct set forth herein, or make full restitution to Plaintiff and members of the Class;

(g) An award of attorneys’ fees and costs, as allowed by law;

(h) An award of attorneys’ fees and costs pursuant to California Code of Civil Procedure § 1021.5;

(i) An award of pre-judgment and post-judgment interest;

(j) Leave to amend the Complaint to conform to the evidence produced at trial;

and

(k) Other relief as may be appropriate under the circumstances.

**DEMAND FOR JURY TRIAL**

Pursuant to Federal Rules of Civil Procure, Rule 38(b), Plaintiff hereby demands a trial by jury as to all claims so triable.

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Dated: July 9, 2021

Respectfully submitted,

**THE LAW OFFICE OF ROBERT STARR**

/S/

By: \_\_\_\_\_  
Robert L. Starr

*Attorneys for Plaintiff*