IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

DAVID LYMAN, TIMOTHY THUERING, and VINCENT BRADY, on behalf of themselves and all others similarly situated, Plaintiffs, v. FORD MOTOR COMPANY, Ford.	)	Case No.: **CLASS ACTION COMPLAINT** **DEMAND FOR JURY TRIAL**

PLAINTIFFS' CLASS ACTION COMPLAINT AND JURY DEMAND

Plaintiffs David Lyman, Timothy Thuering, and Vincent Brady bring this action against Ford Ford Motor Company, ("Defendant" or "Ford"), by and through their attorneys, individually and on behalf of all others similarly situated, and allege as follows:

INTRODUCTION

1. This is a class action lawsuit brought by Plaintiffs on behalf of themselves and classes of current and former owners of model year 2018-2020 Ford F-150 vehicles containing the 5.0L engine (hereinafter referred to collectively as the

"F-150 Vehicles" or "Class Vehicles"). Ford designed, manufactured, marketed and warranted the Class Vehicles.[1]

2. This action arises from Ford's failure, despite its longstanding knowledge of a material manufacturing defect, to disclose to Plaintiffs and similarly situated consumers that the Class Vehicles are predisposed to an excessively high rate of engine oil consumption (the "Oil Consumption Defect"). This defect – which typically manifests itself during and shortly after the limited warranty period has expired – will inevitably cause the Class Vehicles to prematurely burn off and/or consume abnormal and excessive amounts of engine oil.

3. Significantly, the existence of the Oil Consumption Defect poses a safety risk to the operator and passengers of the vehicle because it prevents the engine from maintaining the proper level of engine oil, and causes an excessive amount of engine oil consumption that can neither be reasonably anticipated nor predicted. Further, the Oil Consumption Defect can cause unexpected engine stalling and engine failure while the Class Vehicles are in operation at any time and under any driving condition or speed. This exposes the driver and occupants of the Class Vehicles, as well as others who share the road with them, to an increased risk of accident, injury, or death.

[1] Plaintiffs reserve the right to amend or add to the vehicle models included in the definition of Class Vehicles after conducting discovery.

4. Not only did Ford actively conceal the fact that particular components within the Class Vehicles' engines are defective, but also did not reveal that the existence of the Oil Consumption Defect would diminish the intrinsic and resale value of the Class Vehicles and lead to the safety concerns described herein.

5. Ford has long been aware of the Oil Consumption Defect. Yet, notwithstanding its longstanding knowledge of this manufacturing defect, Ford has routinely refused to adequately repair the Class Vehicles without charge when the defect manifests. Indeed, in many cases Ford even has refused to disclose the Oil Consumption Defect's existence when Class Vehicles displaying symptoms consistent with the defect are brought in for service, instead choosing to ignore the defect until it has caused significant mechanical problems necessitating costly repairs or providing a band-aid repair to mask the oil consumption from consumers.

6. Many Plaintiffs and Class members have communicated with Ford and/or Ford's agents to request that they remedy and/or address the Oil Consumption Defect and/or resultant damage at no expense. Ford has routinely failed to do so.

7. Ford has also refused to take any action to correct this concealed manufacturing defect when it manifests in the Class Vehicles outside of the warranty period. Since the Oil Consumption Defect can manifest shortly outside of the warranty period for the Class Vehicles – and given Ford's knowledge of this concealed, safety related manufacturing defect – Ford's attempt to limit the warranty

with respect to the Oil Consumption Defect is unconscionable and unenforceable here.

8. Despite notice and knowledge of the Oil Consumption Defect from the numerous complaints it has received, information received from dealers, National Highway Traffic Safety Administration ("NHTSA") complaints, and its own internal records – including durability testing, Ford has not recalled the Class Vehicles to repair the Oil Consumption Defect, offered its customers a suitable repair or replacement free of charge, or offered to reimburse its customers who have incurred out-of-pocket expenses to repair the defect.

9. As a result of Ford's unfair, deceptive and/or fraudulent business practices, owners and/or lessees of the Class Vehicles, including Plaintiff, have suffered an ascertainable loss of money and/or property and/or loss in value. The unfair and deceptive trade practices committed by Ford were conducted in a manner giving rise to substantial aggravating circumstances.

10. Had Plaintiffs and the Class members known about the Oil Consumption Defect at the time of purchase or lease, they would not have purchased or leased the Class Vehicles or would have paid substantially less for them.

11. Plaintiffs are also informed and believe, and on that basis allege, that as the number of complaints increased, and Class members grew dissatisfied with the Class Vehicles' excessive rate of oil consumption, Ford was forced to acknowledge

that the Class Vehicles suffer from an inherent defect. Instead of providing an adequate repair for the Oil Consumption Defect, Ford has simply attempted to mask the Oil Consumption Defect from Class Members.

12. As a result of the Oil Consumption Defect and the monetary costs associated with attempting to repair such a defect and purchasing additional engine oil, Plaintiffs and the Class members have suffered injury in fact, incurred damages, and have otherwise been harmed by Ford's conduct.

13. As a direct result of Ford's wrongful conduct, Plaintiffs and members of the Classes have been harmed and are entitled to actual damages, including damages for the benefit of the bargain they struck when purchasing their vehicles, the diminished value of their vehicles, statutory damages, attorneys' fees, costs, restitution, and injunctive and declaratory relief.

14. Accordingly, Plaintiffs bring this action to redress Ford's violations of the Magnuson Moss Warranty Act, New York General Business Laws, the California Consumer Legal Remedies Act, the California Unfair Competition Laws, the California False Advertising Law, the Song-Beverly Act, and the Ohio Consumer Sales Practices Act, and also seek recovery for Ford's breach of express warranty, breach of implied warranty, unjust enrichment, fraudulent concealment, and negligent misrepresentation.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction of this action pursuant to 28 U.S.C. § 1332(d), the Class Action Fairness Act of 2005, because: (i) there are 100 or more class members, (ii) there is an aggregate amount in controversy exceeding $5,000,000, exclusive of interest and costs, and (iii) there is minimal diversity because plaintiff and Ford are citizens of different States. This court has supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367 and jurisdiction over the Magnuson Moss Warranty Act claim by virtue of diversity jurisdiction being exercised under the Class Action Fairness Act ("CAFA").

16. This Court has personal jurisdiction over Ford pursuant to 18 U.S.C. § 1965(b) & (d). This Court has personal jurisdiction over Ford because it has its principal place of business here, minimum contacts with the United States, this judicial district, and this State, and it intentionally availed itself of the laws of the United States and this state by conducting a substantial amount of business throughout the state, including the design, manufacture, distribution, testing, sale, lease, and/or warranty of Ford vehicles in this State and District. At least in part because of Ford's misconduct as alleged in this lawsuit, the Class Vehicles ended up on this state's roads and in dozens of franchise dealerships.

17. Venue properly lies in this District and vicinage pursuant to 28 U.S.C. § 1391(a), (b) and (c) because Ford maintains its principal place of business in this District, because a substantial part of the events or omissions giving rise to Plaintiffs'

claims occurred in this District, and because Ford conducts a substantial amount of business in this District. Accordingly, Ford has sufficient contacts with this District to subject Ford to personal jurisdiction in this District and venue is proper.

PARTIES

Plaintiff David Lyman

18. Plaintiff David Lyman is a citizen and resident of the State of New York who resides in Oneida County.

19. Plaintiff Lyman owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased new from Nye Automotive Group, an authorized Ford dealership, in Oneida, New York on or about April 15, 2018. The VIN of his Class vehicle is: 1FTFX1E58JFB07571. The current mileage of Plaintiff's Class Vehicle is 45,400.

20. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising and TV commercials, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website.

However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

21. Within a week or two of purchase, Plaintiff heard his Class Vehicle's engine start to rattle. Plaintiff inspected the oil level and observed that the dipstick had fallen to the "add" designation. Plaintiff contacted the dealership and expressed concern because the vehicle only had a few miles at the time of purchase, and the dealership instructed Plaintiff to bring the vehicle back to be topped off with engine oil.

22. Plaintiff brought his Class Vehicle to Steet-Ponte Ford Lincoln in Utica, New York on another occasion within the first year of purchase and had an oil consumption test performed. The dealership informed Plaintiff the vehicle was consuming engine oil, that the amount of oil being consumed was "in spec" and thus no warranty repairs would be offered to Plaintiff. The dealership also informed Plaintiff that Ford had not issued any technical service bulletins related to the issue.

23. Plaintiff's Class Vehicle continues to consume oil at an abnormally high pace - a quart of engine oil every 1,500 miles. As a result, Plaintiff continues to endure the expense and inconvenience of having to constantly monitor his engine oil levels and both change the engine oil and add additional oil frequently.

24. Had Plaintiff known, or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it,

he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

25. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or Ford could, and would, properly repair and eradicate any such defects.

26. At all times relevant herein, Plaintiff operated his 2018 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

27. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

28. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

Plaintiff Timothy Thuering

29. Plaintiff Timothy Thuering is a citizen and resident of the State of Ohio who resides in Williams County.

30. Plaintiff Thuering owns a 2018 Ford F-150 for personal, family, and/or household use that he purchased used from Derrow Shirkey Ford Lincoln, an authorized Ford dealership, in Montpelier, Ohio in November 2019. The VIN of his Class vehicle is: 1FTEW1E53JFD35847. At the time of purchase, his Class Vehicle had approximately 29,000 miles on the odometer and came with the remainder of Ford's factory warranties.

31. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising, spoke with Ford sales representatives concerning the vehicle's features, and test drove the Class Vehicle. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

32. Within the first few months of purchase, Plaintiff took his Class Vehicle on a trip to Wisconsin, which was approximately 1,000 miles. During the trip, Plaintiff checked the engine oil and the dipstick read that the Class Vehicle was two quarts low. Prior to leaving on the trip, Plaintiff had his engine oil changed.

33. Upon returning home, Plaintiff took his Class Vehicle back to Derrow Shirkey, and the service manager informed him that it was possible the dealership employees did not fill the oil up during the oil chang. The dealership filled his Class Vehicle with engine oil.

34. Plaintiff monitored the oil levels of his Class Vehicle thereafter and observed that by the time the next oil change was due, his Class Vehicle was approximately 1.5 quarts low on oil.

35. The dealership performed an oil leak test and instructed Plaintiff to drive for 1,000 miles after placing a dye in the engine oil. The dealership informed Plaintiff that it did not find a leak in his engine.

36. Upon further inquiry by Plaintiff regarding the abnormal engine oil consumption, the dealership informed Plaintiff that consuming a quart per 1,000 miles was considered normal. The dealership also informed Plaintiff that it had received a "memo" from Ford that said to add an additional quart of oil at every oil change and to fill the oil level above the max fill mark on the dipstick.

37. Plaintiff's Class Vehicle continues to consume oil at an abnormally high pace – 2 quarts of engine oil every 3,000 miles. As a result, Plaintiff continues to endure the expense and inconvenience of having to constantly monitor his engine oil levels and both change the engine oil and add additional oil frequently.

38. Had Plaintiff known or otherwise been made aware of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

39. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or Class could, and would, properly repair and eradicate any such defects.

40. At all times relevant herein, Plaintiff operated his 2018 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used, but can no longer do so given the recurring problems caused by the Oil Consumption Defect

41. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

42. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

Plaintiff Vincent Brady

43. Plaintiff Vincent Brady is a citizen and resident of the State of California who resides in San Joaquin County.

44. Plaintiff Brady owns a 2019 Ford F-150 for personal, family, and/or household use that he purchased new from Heritage Ford Lincoln, an authorized Ford dealership, in Modesto, California in July 2019. The VIN of his Class vehicle is: 1FTEW1E54KKC36253. The current mileage of his Class Vehicle is 13,000.

45. Prior to purchasing his Class Vehicle, Plaintiff viewed Ford marketing materials regarding the safety and reliability of the Class Vehicle, including Ford's online advertising, and spoke with Ford sales representatives concerning the vehicle's features. Ford had the opportunity to disclose the Oil Consumption Defect through its advertising, in owner's manuals, in correspondence sent to Plaintiffs and Class members, through representations by Ford dealerships, through vehicle brochures and other informational documents, or on Ford's website. However, Ford failed to disclose that the Class Vehicle possessed the Oil Consumption Defect.

46. After driving his Class Vehicle 4,000 miles, Plaintiff checked the engine oil levels in his Class Vehicle and observed it was a few quarts low. Plaintiff brought his Class Vehicle back to Heritage Ford to inquire about the cause, and was informed that his Class Vehicle was brand new and needed to be broken in and that consuming oil was normal. The dealership topped off his engine oil.

47. At 5,000 miles, Plaintiff checked the engine oil levels again and observed it was a quart low. Plaintiff had his oil changed at Heritage Ford, who overfilled his engine oil by approximately one-half of a quart.

48. At 8,000 miles, Plaintiff checked the engine oil levels again and observed it was approximately two quarts low. Plaintiff again brought his Class Vehicle back to Heritage Ford, who performed an oil consumption test. First, the dealership changed his oil, sealed the dipstick, and instructed Plaintiff to bring his Class Vehicle back every 1,000 miles. The oil consumption test determined that Plaintiff's Class Vehicle was burning approximately 1 quart of oil every 1,500 miles. Plaintiff asked if the dealership overfilled the engine oil prior to starting the oil consumption test, and the dealership representative informed Plaintiff that it had not.

49. At 9,261 miles, Plaintiff brough his Class Vehicle back to Heritage Ford. The dealership checked the engine oil after letting the vehicle sit for approximately 5 minutes and checked the oil. The dealership informed Plaintiff that the dipstick was not sealed.

50. At 12,000 miles, Plaintiff checked the engine oil levels again and observed it was again consuming oil and that Plaintiff was approximately one quart low. Plaintiff brought his Class Vehicle back to Heritage Ford, who told him that he was consuming engine oil at a rate that was considered normal and that he would not be eligible for warranty repairs at that time. The dealership informed Plaintiff

that he was approximately one-half quart low. The dealership added engine oil during this visit.

51. At 13,000 miles, Plaintiff checked the engine oil again and observed it was one-half quart low. Approximately 100 miles later, Plaintiff brought his Class Vehicle back to Heritage Ford, who performed another oil change.

52. Plaintiff's Class Vehicle continues to consume oil at an abnormally high pace – at least 1 quart of engine oil every 1,500 miles. As a result, Plaintiff continues to endure the expense and inconvenience of having to constantly monitor his engine oil levels and both change the engine oil and add additional oil frequently.

53. Had Plaintiff known or otherwise been made aware, of the Oil Consumption Defect in the Class Vehicles and Ford's inability to repair or cure it, he would not have purchased his Class Vehicle or otherwise would have paid significantly less for it.

54. When Plaintiff purchased his Class Vehicle, he reasonably relied on the reasonable expectation that his Class Vehicle would be equipped with an engine that was free from defects and safe to operate and/or Class could, and would, properly repair and eradicate any such defects.

55. At all times relevant herein, Plaintiff operated his 2019 F-150 in a reasonably foreseeable manner and as the vehicle was intended to be used but can no longer do so given the recurring problems caused by the Oil Consumption Defect.

56. Plaintiff has suffered an ascertainable loss as a result of Ford's unfair and deceptive conduct, breach of contractual, common law and statutory duties, and omissions and/or misrepresentations associated with the Oil Consumption Defect and associated safety risk, including but not limited to, out-of-pocket losses and diminished value of his Class Vehicle.

57. Neither Ford nor any of its agents, dealers or other representatives informed Plaintiff of the Oil Consumption Defect and associated safety risk prior to the purchase of his Class Vehicle.

Ford

58. Ford Ford is a corporation formed under Delaware law with its principal office located at One American Drive, Dearborn, Michigan 48126. Ford designs, tests, manufactures, distributes, warrants, sells, and leases various vehicles under several prominent brand names, including Ford and Lincoln in this District and throughout the United States. At all times relevant to this action, Ford and/or its agents manufactured, distributed, marketed, sold, leased, and warranted the Class Vehicles throughout the United States. Ford and/or its agents manufactured the Class Vehicles knowing about the Oil Consumption Defect, without either disclosing it at the time of sale or attempting to remedy it. Ford and/or its agents also developed and disseminated the owner's manuals, warranty booklets, advertisements, and other promotional materials relating to the Ford F-150.

59. Ford sells the Class Vehicles through Ford franchise dealerships. Ford distributes information about the Class Vehicles to its dealers for the purpose of passing that information to consumers. Ford also understands that its dealers pass on information from Ford about the characteristics, benefits, and quality of its vehicles to consumers. The dealers act as Ford's agents in selling the Class Vehicles and disseminating information about the Class Vehicles to customers and potential customers. Ford also disseminates information about its vehicles on its website. At the point of sale, as well as in written materials and on its website, Ford could have told the truth.

FACTUAL ALLEGATIONS

A. The Oil Consumption within the Class Vehicles

60. Ford designs, engineers, manufactures and sells vehicles in this District and throughout the United States through its network of authorized motor vehicle dealers.

61. Ford's F-Series truck has been the best-selling vehicle in the United States for 37 years. The F-Series maintains a dominant market share, representing nearly one-third of all pickup trucks sold in the United States, and leading as America's best-selling truck for four decades. Over the past three years, Ford has

sold an average of 900,000 F-150s per year.[2] Worldwide, an F-Series truck is sold every 29.3 seconds.

62. The F-Series has been immensely profitable for Ford. As of 2018, approximately $50 billion dollars of Ford's annual $160 billion in sales come from the sale of the F-Series truck alone. To put this in context, reporting indicates that if the Ford F-Series was its own Fortune 500 company, it would exceed the annual revenue of behemoths such as Oracle, American Express, and Best Buy.

63. The 5.0L engine, which Ford used in the Class Vehicles, is a 5.0 liter engine that was manufactured by Ford Ford at its Essex Engine Plant in Windsor, Ontario. The 5.0L engine, named the "Coyote" by Ford, is a modular V-8 piston engine with direct fuel injection, four-valve dual overhead cylinder heads cast, forged steel crankshaft and a high 12.0:1 compression ratio.

64. The Class Vehicles were also put to market with a feature known as deceleration fuel shut off ("DFSO"). This feature will shut off fuel delivery when the engine is decelerating in an attempt to reduce fuel consumption and increase overall MPG. When the driver accelerates, the fuel automatically begins flowing again and the vehicle accelerates as the driver commands.

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[2] https://www.autoweek.com/news/trucks/a32945300/ford-averages-over-100-f-150-pickups-sold-per-hour-247/ (last visited Jan. 4, 2020) (Exhibit E).

65. According to Ford's owner's manuals, the 5.0L Coyote engines in the Class Vehicles have an engine oil capacity of 8.8 quarts, including the oil within the oil filter.[3]

66. According to Ford, each Class Vehicle contains an Intelligent Oil-Life Monitor that determines when you should change the engine oil based on how you use your vehicle.[4] The oil change indicator may illuminate as early as 3,000 miles since a prior oil change but under no circumstances does Ford recommend oil change intervals exceed 10,000 miles or one year between intervals.[5]

67. As background, the 5.0L Coyote engines contained in the Class Vehicles use eight reciprocating pistons to convert pressure into a rotating motion. Gasoline is mixed with air in the combustion chambers of the engine. To generate such rotating motion, a four-step sequence is used (the "Combustion Cycle"). First, the intake stroke begins with the inlet valve opening and a vaporized fuel mixture is pulled into the combustion chamber. Second, the compression stroke begins with the inlet valve closing and the piston beginning its movement upward, compressing the

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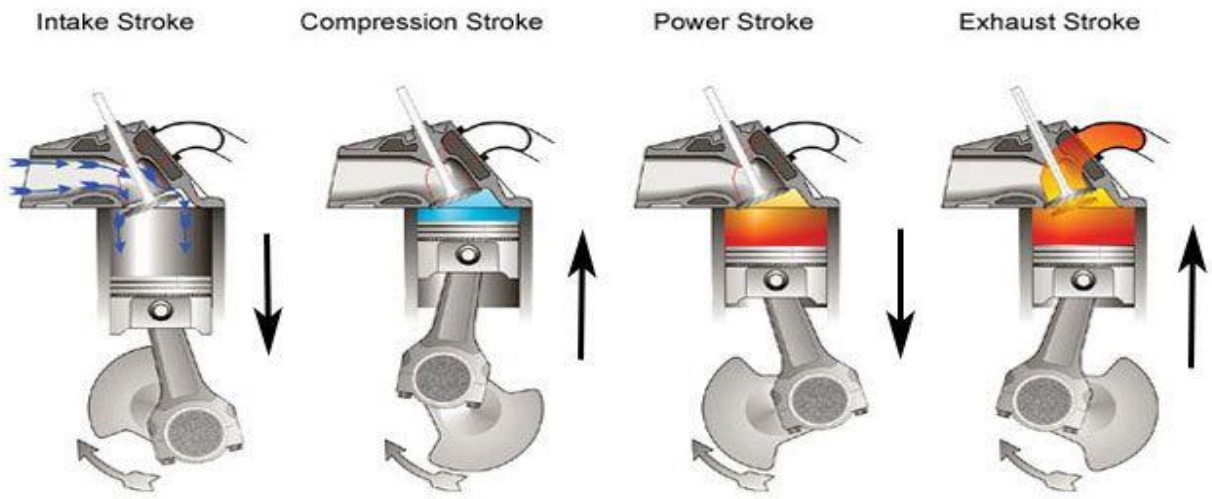
[3] *See, e.g.*, https://media.ford.com/content/dam/fordmedia/North%20America/US/product/2020/f150/2020-F150-TechSpecs.pdf (last visited Jan. 4, 2021) (Exhibit F).

[4] https://www.fordservicecontent.com/Ford_Content/vdirsnet/OwnerManual/Home/Content?variantid=7026&languageCode=en&countryCode=USA&Uid=G2042723&ProcUid=G2042724&userMarket=USA&div=f&vFilteringEnabled=False (last visited Jan. 4, 2021) (Exhibit G).

[5] *Id.*

fuel mixture in the combustion chamber. Third, the power stroke begins when the spark plug ignites the fuel mixture, expanding the gases and generating power that is transmitted to the crankshaft. Fourth, the exhaust stroke begins with the exhaust valve opening and the piston moving back down, allowing the exhaust gases to escape the cylinder. The exhaust valve then closes, the inlet valve opens, and the Combustion Cycle repeats itself. A diagram of the Combustion Cycle is below:



68. During this process, engine oil is used to lubricate the piston and cylinder wall as the piston moves up and down through the four-stroke sequence. Engine oil is also necessary in this process to reduce wear on moving parts throughout the engine, improve sealing, and cool the engine by carrying heat away from the moving parts. If there is an insufficient amount of engine oil, the engine

will not have the necessary lubrication or cooling, thereby causing premature wear of internal parts, inadequate performance, and/or catastrophic engine failure.

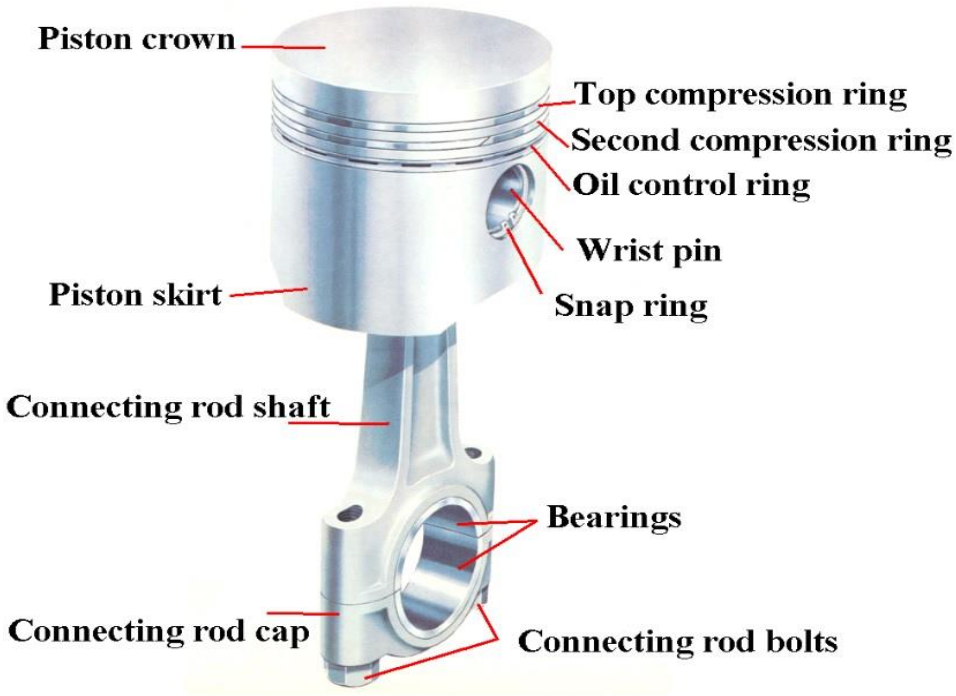
69. The top sidewall of each engine piston contains rings that, when correctly sized and installed, and when properly tensioned, prevent engine oil from entering the combustion chamber, as well as optimizing compression. On each piston, there are three rings: the top compression ring, the second compression ring, and the oil control ring.

70. The top compression ring is the top ring, or closest ring to the inlet and combustion gases, and is exposed to the greatest amount of chemical corrosion and the highest operating temperature. The compression ring transfers approximately 70% of the combustion chamber heat from the piston to the cylinder wall.

71. The second compression ring, also known as the wiper ring, is used to further seal the combustion chamber and to wipe the cylinder wall clean of excess oil. Combustion gases that pass by the top compression ring are stopped by the second compression ring.

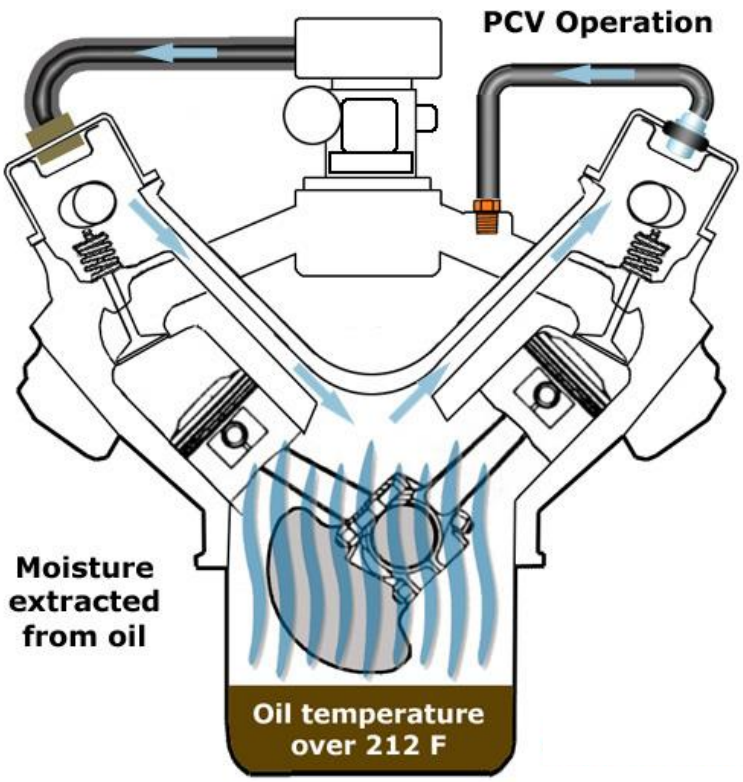
72. The bottom ring, known as the oil control ring, is used to wipe excess oil from the cylinder wall during piston movement and return excess oil through the ring openings and oil drain holes to the engine oil pan. The oil control ring includes two thin rails or running surfaces.

73. If engine oil is able to pass between any of these piston rings and the surface of the cylinder wall, then the engine oil will enter the combustion chamber of the engine. Once engine oil is in the combustion chamber, it will not only cause a decrease in engine performance, but the engine oil will also be burned off during the Combustion Cycle sequence thereby reducing the overall amount of oil contained in the engine. Furthermore, engine oil in the combustion chamber will also cause a decrease in fuel efficiency, cause carbon deposits to form within the engine, and damage the vehicle ignition and emission components. An exemplar diagram of a piston with these rings is shown below:



74. Upon information and belief, the piston and piston ring assembly in the Class Vehicles contain a manufacturing defect including, *inter alia*, insufficient piston ring tension, causing them to allow engine oil into the combustion chamber of the engine. As a result, engine oil is not separated from the Combustion Cycle as intended. Instead, engine oil is burned and consumed during the Combustion Cycle. Additionally, and as a result, the crankcase becomes pressurized since gases from the Combustion Cycle are caused to enter the crankcase.

75. Throughout the Combustion Process, engine oil is pumped from the crankcase, circulated throughout the engine, filtered and then returned to the crankcase to begin the cycle again. To reduce the risk of crankcase contamination and improve vehicle emissions, the positive crankshaft ventilation ("PCV") system was invented in the early 1960s. The PCV system involves the recycling of these unwanted gases through a valve (the "PCV valve") and circulates them back into the intake manifold, where they are pumped back into the cylinders for another chance at being burned during the combustion cycle. A diagram of a typical PCV system is below:



76. In the Class Vehicles, the PCV system is inadequate and fails to reduce pressure within the crankcase caused by combustion gases escaping from the combustion chamber, past the piston and oil rings, and into the crankcase. This is because the increased blow-by as a result of the reduced piston and oil control ring tensions in an effort to decrease overall friction within the engine in the hopes of gaining greater MPG. As a result, this has a direct negative impact on the vehicles durability, life expectancy, performance and emissions.

B. The Oil Consumption Defect causes higher emissions.

77. As discussed above, on information and belief, the engine oil control strategy in the Class Vehicles does not work as intended, allowing oil to escape past

the oil control and piston rings and enter into the combustion chamber during the Combustion Process. Once in the combustion chamber, oil is burned off rather than returned for further lubrication. This not only causes a decrease in engine performance but also decreases fuel efficiency, causes carbon deposits to form, and can damage the engine and various ignition and emission components.

78. Optimum cylinder combustion depends on the correct air to fuel ratio in order to provide a near stoichiometric mixture (*i.e.*, the fuel amount is neither excessive nor lacking).[6] The oxygen sensors monitor unburned oxygen in the exhaust gases and send this information to the vehicle's engine control module, which then uses this information to determine if the fuel mixture is rich (too much fuel) or lean (not enough fuel) and adjusts the air/fuel mixture as necessary. The oxygen sensors also measure oxygen levels after the exhaust reacts with the catalytic converter, to help the engine run efficiently and to minimize emissions. The catalytic converters are emissions control devices designed to convert toxic pollutants, contained in exhaust gases, to less toxic pollutants by catalyzing a redox reaction (oxidation or reduction).

[6] The stoichiometric mixture for a gasoline engine is the ideal ratio of air to fuel that burns all fuel with no excess air. For gasoline fuel, the stoichiometric air–fuel mixture is about 14.7:1 i.e. for every one gram of fuel, 14.7 grams of air are required.

79. While a significant amount of the engine oil is burned within the combustion chamber during the Combustion Process, the remaining unburned oil exits the engine via the exhaust system, including through the catalytic converter. Excess oil entering into the exhaust system causes increases in harmful emissions.

80. The Oil Consumption Defect can contaminate Class Vehicles' oxygen sensors, catalytic converters, and spark plugs, damaging and causing inefficiency of those parts, and leading to less efficient engines and increased emissions. Contamination can impair the oxygen sensors' accuracy, for example, hampering the catalytic converters and causing the engine to not properly detect emission issues. Likewise, the catalytic converters can become poisoned after engine oil is burned during the combustion cycle. The burnt oil is incorporated into the vehicle's expelled exhaust gases, with the exhaust containing substances that coat the working surfaces of the catalytic converters (encapsulating the catalyst so that it cannot contact and treat the exhaust).

81. The catalytic converter is the central component to a vehicle's emissions system. Since 1975, all cars and light-duty trucks have come equipped with when the Clean Air Act standards on harmful emissions came into effect.[7] The catalytic converter converts dangerous compounds produced in the combustion

[7] *Automobile Emissions Reduction Efforts in the U.S. – Chronology*, EPA Air and Radiation Office of Mobile Services (1999), http://www.ehso.com/ehshome/auto-emissions_chronol.htm (last visited Jan. 4, 2021) (Exhibit H).

process such as carbon monoxide (CO), unburnt hydrocarbons (HC), and nitrogen oxides (Nox) into less harmful carbon dioxide (CO2), nitrogen (N2), and water (H2O).

82. A catalytic converter has no moving parts and is designed to last the entire useful life of a vehicle. Pressure pushes exhaust gases through two ceramic honeycomb structures made of heat resistant clay contained within a stainless-steel case. Each of the channels within the honeycomb structure are lined with precious metals such as platinum, rhodium and palladium that act as catalysts to the conversion process. When carbon monoxide (CO), unburnt hydrocarbons (HC), and nitrogen oxides (Nox) molecules come into contact with the platinum, rhodium and palladium, the molecules are stripped apart and then recombined into less harmful carbon dioxide (CO2), nitrogen (N2), and water (H2O). The honeycomb structure increases surface area for these precious metals to come into contact with the harmful carbon monoxide (CO), unburnt hydrocarbons (HC), and nitrogen oxides (NOx).

83. If excess oil enters into the catalytic converter, the conversion process is disrupted. Excess oil will coat the working surfaces of the ceramic honeycombs so that the platinum, rhodium and palladium cannot react with the toxic exhaust gases. This is called “catalyst poisoning” and causes the vehicle to release higher levels of harmful emissions.

84. Excess oil in the exhaust system can cause other problems that lead to higher emissions. On both sides of the catalytic converter, O2 sensors monitor the concentration of oxygen in the exhaust gases circled in green in the diagram below. The O2 sensors transmit that data to the Engine Control Unit ("ECU").

85. The phosphorus in the excess oil will foul the O2 sensor, causing the O2 sensor to degrade or fail. When the O2 sensor is fouled, it will communicate to the vehicle's ECU that the fuel/air mixture circulating through the engine is too lean - meaning that there is too little fuel and too much air in the mixture.

86. The ECU responds by adding fuel to the fuel/air mixture creating a "rich" fuel mixture ("rich" because there is too much gasoline and too little air). When engines run using a "rich" fuel mixture, fuel economy declines because the engine is receiving more fuel than it can consume during the combustion process.

87. If the issue is not repaired, the excess fuel will burn when it mixes with oxygen inside the catalytic converter and melt the ceramic honeycomb structures. As a result, the catalytic converter's ability to reduce harmful emissions will be compromised.

88. When the catalytic converter or O2 sensors are compromised, the Check Engine light should illuminate on the display panel informing the driver of a problem. Upon information and belief, the Class Vehicles fail to provide notice of an issue to the driver. The result is that drivers are left completely unaware that the

dangerous Oil Consumption Defect is also causing the Class Vehicles to have an emissions system that is defective, pollutes at levels that exceed the intended levels, and violate state and federal emissions standards.

89. On January 17, 2006, the EPA issued two final rules related to exhaust emission durability for passenger trucks and other vehicles. Under these rules, truck and engine manufacturers can use one of two methods for testing the exhaust emissions' durability—using a chassis dynamometer to test the vehicles after they have run for a given period of time or using a "bench aging" procedure which involves using extreme heat to test certain components, including the catalytic converters.

90. In either case, certificate holders must test and certify that the vehicles will comply with EPA emissions standards throughout their "useful life," which is currently defined as 120,000 miles. As the Clean Air Act Handbook describes it, "[t]he demonstration of light-duty vehicle emission durability for purposes of certification consists of two elements: (1) emission deterioration (the extent emissions will increase during the vehicle's useful life); and (2) component durability (whether emission-related components will operate properly for the useful life of the vehicle)."

91. As a result, Ford knew about the Oil Consumption Defect from the beginning, because they are required to test the Class Vehicles for their useful life, and the Oil Consumption Defect would have manifested itself during those tests.

B. Ford's Longstanding Knowledge of the Defect

a. Prior TSBs Demonstrate Ford's Longstanding Knowledge of Oil Consumption Issues in its Vehicles

92. Ford is no stranger to the Oil Consumption Defect in the Class Vehicles. In March 2019, Ford issued a technical service bulletin ("TSB") regarding excessive oil consumption in the 2018 Ford F-150 vehicles equipped with a 5.0L engine ("TSB 19-2058). TSB 19-2058 is attached hereto as Exhibit A.

93. Ford issues TSBs to its authorized dealerships in order to provide instructions on how to repair Ford vehicles or respond to particular consumer complaints. These communications standardize service throughout Ford's agent dealership network, and explicitly are not meant for consumer review. Further, these communications often do not reveal the root cause of a problem, only describe a complaint and a remedy, frequently in terms that a lay person would not understand, and do not disclose the severity or scope across all the vehicles to which the TSB relates.

94. TSB 19-2058 explains that the 5.0L engine in the 2018 F-150 vehicles may exhibit excessive oil consumption with no visible oil leaks. As a result, technicians are instructed to replace the positive crankcase ventilation (PCV) valve

as a component of the PCV system.

95. After replacement of the PCV valve, the technician is instructed to change the engine oil and oil filter and, *inter alia*, must explain to the customer that they are to check the oil every 200 miles in order to diagnose the excessive oil consumption.

96. After driving the vehicle for not less than 3,000 miles, the customers were instructed to bring the vehicles back to the Ford service center for assessment of the excessive oil consumption. If the amount of oil consumed exceeded 3,000 miles per quart then the technician was instructed to replace the engine long block assembly, i.e. this equates to an entire engine replacement. Ford calculated that a technician would require approximately twelve (12) hours to conduct this repair.

97. In May 2019, Ford issued a second TSB regarding excessive oil consumption in the 2018 Ford F-150 vehicles equipped with a 5.0L engine ("TSB 19-2133). TSB 19-2133 is attached hereto as Exhibit B. TSB 19-2133 is generally the same as TSB 19-2058, except for an additional step related to marking and measuring the oil consumption.

98. In November 2019, Ford issued a third technical service bulletin regarding excessive oil consumption in the 2018 Ford F-150 vehicles equipped with a 5.0L engine and also included the MY 2019 as well ("TSB 19-2338). TSB 19-2338 is attached hereto as Exhibit C.

99. TSB 19-2338 explains that the 5.0L engine in the 2018 and 2019 F-150 vehicles may exhibit excessive oil consumption with no visible oil leaks.

100. TSB 19-2338 goes on to state that:

> Engineering analysis of the engine assemblies replaced under warranty for a customer concern of excessive oil consumption has found that the majority of engines did not require replacement. Additional engineering analysis has found an excessive oil consumption condition may have been caused by the powertrain control module (PCM) strategy which purposely closes the throttle plate during the deceleration fuel shut off (DFSO) events resulting in high intake manifold vacuum which can pull oil past the piston rings and into the combustion chamber. To correct the condition, a revised PCM calibration is in the process of being released to adjust the throttle plate opening angle to reduce engine manifold vacuum during DFSO events.
>
> If the only symptom exhibited is excessive oil consumption do not attempt diagnosis or repairs for this condition at this time. The revised calibration is expected to be available December 2019. Monitor OASIS for updates.
>
> a. Check the oil level on the oil level indicator. Add oil as necessary to bring the oil level to the MAX fil line on the oil level indicator.

101. Accordingly, TSB 19-2338 instructed technicians to stop replacing engines – a measure needed to adequately correct the oil dilution issue - and instead do nothing but add oil to the engine "as necessary" to bring the oil level to the MAX fill line on the oil level indicator.

102. In December 2019, Ford issued a fourth technical service bulletin regarding MY 2018-2019 of the Class Vehicles ("TSB 19-2365"). TSB 19-2365 is attached hereto as Exhibit D.

103. Similar to TSB 19-2338, TSB 19-2365 attributed the excessive oil

consumption to the possibility of high intake manifold vacuum during deceleration fuel shut off (DFSO) resulting in oil being pulled into the combustion chamber. The proposed correction under the TSB includes reprogramming of powertrain control module ("PCM"), installing a new engine oil level indicator (a/k/a "dipstick") and changing the engine oil and oil filter.

104. Most notably, the revised dipstick "uses a wider 1.9 liter (2 quart) normal operating range." As a result, and rather than adequately repair the Oil Consumption Defect, Ford simply lowered the minimum fill level on the revised dipstick to mask the oil consumption problem in the Class Vehicles. This change means that a dipstick reading that was once at or below the minimum fill line, previously requiring an engine replacement, and perhaps caused customers to become alarmed or concerned with excessive oil consumption, is now considered normal and within Ford's acceptable parameters. This change only sought to save Ford the cost of repairs and did nothing to correct the Oil Consumption Defect.

105. Upon information and belief, Ford's change to the operation of the DFSO also reduced the fuel efficiency or MPG of the Class Vehicles.

2. Reports to NHTSA and Ford's Technical Service Bulletins

106. The National Highway Traffic Safety Administration ("NHTSA") has received numerous complaints about the Oil Consumption Defect. Below is a sampling of a portion of the complaints:

NHTSA ID Number: 11079796
Complaint Date March 16, 2018
Consumer Location PORT CHARLOTTE, FL
Vehicle Identification Number 1FTFW1RG8JF****
Summary of Complaint
THIS ISSUE IS HAPPENING WIDESPEAD AMONGST OWNERS OF FORD'S NEW 3.5L HIGH OUTPUT POWERTRAIN. UPON OPEN THROTTLE, THE ENGINE WILL INSTANTLY DROP OFF ALL POWER, CAUSING THE TRUCK TO DANGEROUSLY AND UNEXPECTEDLY DROP TO ZERO MILES PER HOUR. VERY DANGEROUS AND LIFE THREATENING WHILE ENTERING ROADWAYS OR INTERSTATE ROADS WITH TRAFFIC. UPON OPEN THROTTLE, A "LOW OIL PRESSURE" LIGHT TAKES OVER THE VIEWING AREA ON THE DASH CLUSTER AND THEN DISAPPEARS AFTER RESTARTING THE VEHICLE. UPON RESTARTING, THE TRUCK WILL FAIL AND PROVIDE A "LOW OIL PRESSURE" SIGNAL AGAIN AFTER APPLYING OPEN THROTTLE. THIS CAN HAPPEN WHEN TAKING OFF FROM A DEAD STOP OR UNDER CRUISING SPEEDS, WHEN OPEN THROTTLE IS APPLIED, THE ENGINE FAILS AND CUTS OFF ALL POWER. IT DOESNT MATTER IF YOU ARE TURNING OR GOING STRAIGHT, THE ISSUE HAPPENS REGARDLESS. ALWAYS HAPPENS UNDER OPEN THROTTLE. THIS HAS BECOME A WIDESPEAD ISSUE WITH OWNERS OF THE TRUCK FROM MODEL YEAR 2017-2018. FORD NEEDS TO RESPOND AND FIX THIS ISSUE FOR THE SAFETY OF THEIR CUSTOMERS.

NHTSA ID Number: 11196590
Complaint Date April 15, 2019
Consumer Location BLOOMINGTON, IN
Vehicle Identification Number 1FTFX1E57JK****
Summary of Complaint
THIS NEW TRUCK’S, WHICH WAS PURCHASED IN JANUARY OF 2019, 5.0 LITER ENGINE USED 2.5 QUARTS OF ENGINE OIL IN THE FIRST 3500 MILES. THE TRUCK IS CURRENTLY UNDERGOING AN OIL CONSUMPTION TEST AT MY EXPENSE.

NHTSA ID Number: 11207419
Complaint Date May 14, 2019
Consumer Location GALVESTON, TX
Vehicle Identification Number 1FTEW1E53JF****
Summary of Complaint

EXCESSIVE OIL CONSUMPTION APPROXIMATELY ONE QUART PER 1000-1500 MILES

NHTSA ID Number: 11209595
Complaint Date May 23, 2019
Consumer Location PROCTORVILLE, OH
Vehicle Identification Number 1FTEW1E52JF****
Summary of Complaint
5.0 V-8. MY TRUCK CONSUMES OVER 2 QUARTS OF OIL EVERY 2500 MILES. FORD SAYS THIS IS NORMAL. MY TRUCK'S FUEL ECONOMY IN ANY DRIVING CONDITIONS IS NEVER BETTER THAN 11.9 MPG'S WHICH SHOULD BE AND WAS MUCH BETTER THAN THIS WHEN I FIRST BOUGHT IT. MY ENGINE KNOCKS. MY ENGINES WHINES AND WHISTLES. MY ENGINE IS DOWN ON POWER NOTICEABLY ON THE INTERSTATE WHICH MAKES DRIVING THE TRUCK DANGEROUS. ALL OF THIS FORD SAYS IS NORMAL. NONE OF THIS IS NORMAL UNLESS IT WAS A 1976 PINTO. THIS TRUCK SHOULD BE REMOVED FROM THE ROAD PERMANENTLY

NHTSA ID Number: 11253685
Complaint Date September 6, 2019
Consumer Location CUMMING, GA
Vehicle Identification Number 1FTEW1E55JF****
Summary of Complaint
TRANSMISSION ISSUE: INTERMITTENT LOUD BANG UPON STARTING THE ENGINE. INTERMITTENT RATTLE DURING NORMAL ACCELERATION AND DECELERATION. THERE IS ALSO HARSH UP AND DOWNSHIFTS IN THE VEHICLE. DURING NORMAL DRIVING CONDITIONS, THE VEHICLE WILL BE UP SHIFTING AND THEN IT WILL LOSE POWER UNTIL IT FINDS THE CORRECT GEAR, WHEN IT WILL THEN SLAM INTO GEAR. AGAIN THESE ARE ALL INTERMITTENT AND HARD TO MAKE HAPPEN ON DEMAND. ON OCCASION THE VEHICLE WILL BE SITTING AT A STOP LIGHT AND THE TRANSMISSION WILL BANG INTO ANOTHER GEAR, ALL WHILE BEING COMPLETELY STATIONARY. THE VEHICLE HAS A 13,200 MILES ON IT, AND IS CURRENTLY UNDERGOING AN OIL CONSUMPTION SURVEY THROUGH THE DEALERSHIP DUE TO THE MOTOR BURNING OIL. ALL OF THESE ARE ONGOING ISSUES THAT HAPPEN ON RANDOM DAYS AND TIMES, WHILE BOTH COLD AND WARM.

NHTSA ID Number: 11256631
Incident Date July 31, 2019
Consumer Location LOGAN, OH
Vehicle Identification Number 1FTFW1RG5JF****
Summary of Complaint
TL* THE CONTACT OWNS A 2018 FORD F-150. WHILE DRIVING 60 MPH, THE OIL PRESSURE WARNING INDICATOR ILLUMINATED ON THE INSTRUMENT PANEL. THE CONTACT STATED THAT THE IGNITION TURNED OFF IN THE MIDDLE OF THE ROAD; HOWEVER, SHE MANAGED TO PARK THE VEHICLE ON THE SIDE OF THE ROAD. THE CONTACT CHECKED THE OIL PRESSURE AND ADDED OIL TO THE VEHICLE. THE CONTACT RESTARTED THE VEHICLE AND DROVE HOME. THE CONTACT ASSOCIATED THE FAILURE WITH NHTSA CAMPAIGN NUMBER: 17V672000 (ENGINE). THE VEHICLE WAS TAKEN TO DON WOOD FORD LINCOLN (LOCATED AT 2065 E STATE ST, ATHENS, OH 45701, (740) 593-6642), BUT THEY WERE UNABLE TO DUPLICATE THE FAILURE. THE CONTACT STATED THAT THE FAILURE CONTINUED AND SMOKE APPEARED COMING FROM THE LEFT TAIL PIPE. THE MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE FAILURE MILEAGE WAS 22,000.*DT*JB

NHTSA ID Number: 11271179
Complaint Date October 26, 2019
Consumer Location YOUNGSVILLE, LA
Vehicle Identification Number 1FTEW1C53JK****
Summary of Complaint
THE TRANSMISSION WILL TWIST THE DRIVESHAFT AT STARTUP, STATIONARY, AND CAUSE THE REAR END TO POP VERY LOUDLY. I'VE SHOWN FORD ENGINEERING A VIDEO OF IT, I WAS TOLD THAT IT WAS NORMAL. I'VE NEVER HEARD OF A VEHICLE DOING THIS BEFORE.

THERE IS A RATTLING SOUND ON DECELERATION, LOUDEST WHEN THE ENGINE IS COLD AND LESSONS OR MAYBE EVEN GOES AWAY AFTER WARMED UP.

THE ENGINE WAS REPLACED EARLIER THIS YEAR BECAUSE OF AN OIL CONSUMPTION ISSUE.

THE TRUCK HAS MEMORY POWER DRIVER'S SEAT AND POWER

MIRRORS THAT SHOULD GO INTO PLACE DEPENDING ON THE KEY FOB THAT IT DETECTS.

RANDOMLY BOTH SIDE MIRRORS WILL START MOVING AND POPPING BEFORE GOING BACK INTO POSITION. THIS ALWAYS OCCURS BEFORE THE VEHICLE IS STARTED. I'VE NOTICED THAT IT IS USUALLY WHEN IT DETECTS THE KEY FOB OR WHEN I USE THE FOB FOR SOME FUNCTION.

THE SEAT RANDOMLY DOESN'T GO INTO THE MEMORY POSITION AT STARTUP.

NHTSA ID Number: 11288096
Complaint Date December 10, 2019
Consumer Location TERRE HAUTE, IN
Vehicle Identification Number 1FTEW1E51JK****
Summary of Complaint
BOUGHT THE TRUCK NEW AUGUST 28, 2018 AT 6000 MILES THE TRUCK CONSUMED 3 1/2 QUARTS OF OIL YES THAT'S 6000 MILES SINCE THEN THE TRUCKS HAD AN EXCESSIVE OIL USAGE STILL HASN'T BEEN FIXED 15 MONTHS LATER IT'S BURNED OVER 2 GALLONS OF OIL AND 26,000 MILES FORD REPLACE THE ENGINE AND IT'S BURNING MORE OIL NOW THAN IT EVER HAS IT BURNED 2 QUARTS OF OIL IN 1500 MILES

NHTSA ID Number: 11288357
Incident Date December 11, 2019
Consumer Location FULSHEAR, TX
Vehicle Identification Number 1FTFW1E57KK****
Summary of Complaint
EXCESSIVE OIL CONSUMPTION. I AM A QUART LOW AT JUST UNDER 2000 MI. TIMING CHAIN RATTLE DURING DECELERATION WHEN COLD. WARPED DASH PANEL PASSENGER SIDE.

NHTSA ID Number: 11290813
Complaint Date December 23, 2019
Consumer Location BERKELEY SPRINGS, WV
Vehicle Identification Number 1FTEW1E53JK****
Summary of Complaint

FIRST COMPLAINT ON AUGUST 21/19. TO HAGERSTOWN FORD DEALERSHIP THAT THIS TRUCK DOES NOT OPERATE CORRECTLY! THE HARDSHIFT CLUCK, USING OIL 1QT LOW AT 2400 MILES, WARPING DASH, RATTLING SOUNDS BAD.(LIKE VALUES RATTLING) MY DOOR LATCHES FREEZE.. I HAVE NOW AS OF 12/23/19 HAVE ADDED A TOTAL OF 5QTS OF OIL TO THIS TRUCK WITH ONLY JUST OVER 5000 MILES ON IT.YOU CAN SMELL BURNED OIL COMING FROM UNDER THE HOOD AND EXHAUST.I HAVE SEVERAL VIDEO DOCUMENTATION TO MY STATEMENT! I SPOKE WITH LARRY WHEN THE TRUCK WAS DROPPED OFF IN NOVEMBER TO HAVE DASH REPLACED FOR A WEEK,TO CALL ME AND TELL ME THEY DIDN'T HAVE THE CORRECT DASH? I HAVE CONTACTED LARRY IN REGARDS TO THIS VEHICLE OIL USE IS UNREAL!!! NO NEW VECHILE GOES THROUGH OIL LIKE THIS! I AM TOLD TO KEEP ADDING OIL.. WHY ARE YOU NOT COVERING THE OIL, IT'S UNDER WARRANTY? THIS TRUCK IS BY FAR THE WORST VECHILE I HAVE EVER OWNED!!!!! I FEEL I'M GETTING THE RUN AROUND N IF SOMETHING ISN'T RESOLVE SOON I WILL TAKE FURTHER ACTION. SO I'VE ALSO BEEN ADVISE THAT THE OIL BACKFLOW THAT'S BURNING OUT THE EXHAUST THE FILTERS WILL HAVE OIL CONSUMPTION THROUGH THEM AS WELL!! DID I GET A LEMON! I THINK SO!

NHTSA ID Number: 11291184
Complaint Date December 25, 2019
Consumer Location GILBERT, WV
Vehicle Identification Number 1FTEW1E53KF****
Summary of Complaint
ENGINE BURNING OIL SHUTS DOWN MAKING NOISE IT'S BEEN HAULED IN GARAGE. FOUR TIMES IT'S A NEW PICKUP I'VE NOT HAD BUT TROUBLE OUT OF IT I WON'T IT FIXED

NHTSA ID Number: 11298821
Complaint Date January 12, 2020
Consumer Location ANNA, IL
Vehicle Identification Number 1FTMF1C56KK****
Summary of Complaint
EXCESSIVE OIL CONSUMPTION IN FIRST 500 MILES (USED 2 QUARTS) 5.0 LITER ENGINE

NHTSA ID Number: 11300171

Complaint Date January 17, 2020
Consumer Location LAS VEGAS, NV
Vehicle Identification Number 1FTFX1E52JK****
Summary of Complaint
ON SEPTEMBER 15, 2018 I PURCHASED A NEW 2018 FORD F150 5.0 V8. ON 02/16/2019 (4,546 MILES) AFTER THE FIRST OIL CHANGE IT BEGAN MAKING A KNOCKING LIKE NOISE. FORD SAID IT WAS NORMAL, BUT THE KNOCK WASN'T THERE BEFORE THE OIL CHANGE. FORD TRIED TO SAY IT WAS THE DIRECT INJECTION MAKING THE NOISE. WHICH MIGHT BE TRUE BUT OTHER OWNERS HAVE REPORTED THE KNOCKING NOISES AND HAVE HAD SCORED CYLINDERS THAT REQUIRED THE ENGINE BLOCKS TO BE REPLACED BY FORD. ALSO ON 07/04/2019 (10,416 MILES) I NOTICED THAT THE ENGINE WAS MAKING A RATTLING NOISE WHEN COLD FROM 1200-2000 RPM. AFTER RESEARCHING THIS NOISE, I DISCOVERED THAT THERE IS A TSB FOR THE RATTLING NOISE. ON 07/16/2019 I TOOK MY TRUCK BACK TO THE DEALER (FRIENDLY FORD IN LAS VEGAS) AND THE TSB WAS PREFORMED ON THE TRUCK (TSB# 18-2354) THE TSB DID NOT FIX THE ISSUE. ON 10/23/2019 (12,600 MILES) I TOOK MY TRUCK TO TEAM FORD IN LAS VEGAS. THE SERVICE DEPARTMENT STATED THAT FORD TOLD THEM THE ISSUE WAS NORMAL OPERATING CHARACTERISTICS. IF EITHER OF THESE NOISES WERE NORMAL, THEN IT WOULD HAVE MADE THEM WHEN IT WAS BRAND NEW. THESE PROBLEMS HAVE BEEN BROUGHT UP TO FORD BY NUMEROUS OWNERS OF F150'S AND MUSTANGS WITH THE SAME ENGINE. FORD REFUSES TO FIX ANYTHING AND JUST SAYS THE ISSUES ARE NORMAL. SINCE FORD INSSUED A TSB FOR THE RATTLE ISSUE AND REPLACED ENGINE BLOCKS FOR THE KNOCKING IT TELLS ME FORD KNOWS THESE ARE ISSUES AND THEY ARE NOT NORMAL WITHOUT NHTSA OR FTC INTERVENTION FORD MAY NOT FIX THESE PROBLEMS UNDER WARRANTY. THEY WILL BECOME MORE OF AN ISSUE OUTSIDE OF WARRANTY AND THE CONSUMER WILL HAVE TO PAY FOR AN ISSUE FORD SHOULD FIX

LINK TO TSB:
HTTPS://WWW.MUSTANG6G.COM/FORUMS/ATTACHMENTS/18-2354-FORD-F150-5-0-TSB-PDF.321793/

NHTSA ID Number: 11310348
Complaint Date February 20, 2020

Consumer Location GLOUCESTER, VA
Vehicle Identification Number 1FTEW1E58JF****
Summary of Complaint
VEHICLE CONSUMED A FEW QUARTS OF OIL BEFORE IT'S NEXT OIL CHANGE WAS DUE. JUST BOUGHT THE TRUCK WITH LOW MILEAGE. NO REASON FOR IT TO CONSUME LIKE THAT. NO LEAKS. NOTICED WHEN A CHANGE OIL SOON WARNING CAME UP AS I BACKED OUT OF MY DRIVEWAY.THOUGH IT WAS ODD CONSIDERING IT WAS PREMATURE. WHEN I CHECKED, ALMOST NO OIL WAS ON THE DIPSTICK. IT WAS FULL 5 WEEKS AGO WHEN I CHECKED IT LAST.

NHTSA ID Number: 11317583
Complaint Date March 11, 2020
Consumer Location TERRE HAUTE, IN
Vehicle Identification Number 1FTEW1E51JK****
Summary of Complaint
TL* THE CONTACT OWNS A 2018 FORD F-150. THE CONTACT STATED THAT WHILE DRIVING AND TURNING LEFT, THE VEHICLE STALLED WITH THE SHIFT TO PARK WARNING DISPLAYED. THE CONTACT STATED THAT THE POWER STEERING ASSIST WAS INOPERABLE. THE CONTACT ALSO STATED THAT THE BACK-UP CAMERA FAILED INTERMITTENTLY. THE VEHICLE WAS TAKEN TO MACE FORD LOCATED AT (4501 US-41, TERRE HAUTE, IN 47802) TWICE TO BE DIAGNOSED. THE MECHANIC WAS UNABLE TO DUPLICATE THE FAILURE OR RETRIEVE A FAULT CODE FOR THE CAUSE OF THE FAILURE. THE CONTACT WAS CONCERNED ABOUT OIL CONSUMPTION. THE VEHICLE WAS NOT REPAIRED. THE MANUFACTURER WAS NOT MADE AWARE OF THE FAILURE. THE FAILURE MILEAGE WAS APPROXIMATELY 6,000.*DT*JB

NHTSA ID Number: 11338836
Complaint Date July 12, 2020
Consumer Location LAS CRUCES, NM
Vehicle Identification Number 1FTEW1E51KK****
Summary of Complaint
THE VEHICLE ONLY HAS 13,500 MILES ON IT AND IT CONSUMES OIL DRAMATICALLY AND THERE IS AN OFF THROTTLE RATTLE IN THE ENGINE. ADDITIONALLY, ONE OF THE CYLINDERS DOES NOT APPEAR TO BE FIRING AND IT HAS NO OIL PRESSURE.

NHTSA ID Number: 11372591
Incident Date November 2, 2020
Consumer Location ANNISTON, AL
Vehicle Identification Number 1FTEW1E52LK****
Summary of Complaint
OIL CONSUMPTION ON THE 5.0 LITER V8 ENGINE. THE ENGINE IS CONSUMING OIL WITHOUT EVIDENCE OF AN OIL LEAK. FORD HAS A TSB FOR THIS 19-2365 WHICH COVERS YEAR MODEL 2018-2020. THERE ARE OTHER TSBS FOR OLDER YEAR MODELS WITH THIS SAME ENGINE. FORD SAYS LESS THAN 1 QUART OF OIL CONSUMED IN 3000 MILES OR LESS IS NORMAL. THEIR FIX IS A LONGER AND WIDER DIP STICK AND A SOFTWARE UPDATE. THIS DOES NOT FIX THE OIL CONSUMPTION. THERE IS A PROBLEM WITH THE DESIGN OF THE ENGINE BLOCK WITHIN THE CYLINDERS.

NHTSA ID Number: 11374147
Complaint Date November 11, 2020
Consumer Location CENTREVILLE, VA
Vehicle Identification Number 1FTEW1E50LF****
Summary of Complaint
EXCESSIVE OIL CONSUMPTION. I HAVE ALREADY HAD THE SERVICE APPLIED FROM THE TECHNICAL BULLETIN, BUT NOT MUCH RELIEF FROM THE LOSS OF OIL. I HAVE TO ADD AT LEAST A QUART HALF WAY BETWEEN OIL CHANGES. I WOULD LIKELY LOSE 2 QUARTS OR MORE BETWEEN OIL CHANGES IN TOTAL. I HAVE BARELY 5000 MILES, ?FIX? APPLIED AT 2500 MILES. AT 5100 MILES ALREADY OVER A QUART LOW. MOSTLY CITY DRIVING. SOME PULLING OF SMALLER RV TRAILER. TRAILER WEIGHT IS 5800 POUNDS.

NHTSA ID Number: 11375901
Complaint Date November 23, 2020
Consumer Location ANOKA, MN
Vehicle Identification Number 1FTEW1E54LK****
Summary of Complaint
BOUGHT THE TRUCK NEW OCTOBER 2020 AND CHECKED THE OIL AFTER A MONTH HAVING THE TRUCK HAVING 1600 MILES ON IT AND THERE WAS NO OIL ON THE DIPSTICK. IT?S A 5.0 COYOTE V8. TOOK IT TO THE DEALER IMMEDIATELY AND THEY ADDED 5 QTS OF OIL! THERE IS A TSB OUT WHERE THEY CHANGE PCM SOFTWARE AND

REPLACE THE DIPSTICK. SHOULDN?T THIS BE DONE BEFORE I TOOK THE TRUCK HOME IF THEY KNEW ABOUT IT??

NHTSA ID Number: 11382812
Complainte Date December 10, 2020
Consumer Location GALLATIN, TN
Vehicle Identification Number 1FTEW1E52JK****
Summary of Complaint
LEAKS OIL

DEALER CANT STOP THE PROBLEM. CONSTANT LEAK. 2018 SHOULD NOT HAVE THIS TYPE PROBLEM

GOING TO CAUSE ENGINE FAILURE. NOT SAFE

THIS IS AN ONGOING ISSUE.

NHTSA ID Number: 11383826
Complaint Date December 16, 2020
Consumer Location ANOKA, MN
Vehicle Identification Number 1FTEW1E55LK****
Summary of Complaint
MY NEW 2020 F150 WITH 5.0 V8 TRUCK OVER CONSUMES OIL, ADDING A QUART OF OIL EVERY 1000 MILES. BROUGHT TO DEALER EVERY WEEK AFTER ABOUT 500 MILES AND THEY ADD AT LEAST A HALF QUERY OR MORE EVERY TIME. I BOUGHT IN OCTOBER 2020 AND IN THE FIRST MONTH I WENT THROUGH 4 QTS OF OIL.

107. Ford, through (1) its public acknowledgement of the problem; (2) its own records of customers' complaints, (3) dealership repair records, (4) records from the National Highway Traffic Safety Administration (NHTSA), (5) warranty and post-warranty claims, (6) internal pre-sale durability testing and internal investigations, and (7) other various sources, has always known or should have known of the Oil Consumption Defect in the Class Vehicles. Yet, at no time has

Ford disclosed these defects to consumers or warned consumers despite knowing the defects persist today with no known way to remediate the existing Class Vehicles.

108. Ford failed to adequately research, test and/or manufacture the Class Vehicles before warranting, advertising, promoting, marketing, and/or selling them as suitable and safe for use in an intended and/or reasonably foreseeable manner.

109. Ford is experienced in the manufacture of consumer vehicles. As an experienced manufacturer, Ford conducts tests, including pre-sale durability testing, to verify the vehicles it sells are free from defects and align with Ford's specifications and intended use of the Class, including routine highway travel.

110. Upon information and belief, Ford performs a four-part durability evaluation on its vehicles before they are released for sale to the general public. The four steps are a virtual analysis, data acquisition, bench testing, and road testing.

111. The virtual analysis stage is conducted by Ford engineers. It is designed to identify risk areas early in the development process by using software simulations to identify potential part failures by using advanced mathematical models. This process allows Ford to identify and correct any issues with its vehicles before they are produced and when it is the least costly to remedy.

112. The data acquisition stage is also conducted by Ford engineers. Ford engineers collect and analyze road load data (data regarding the expected load the vehicles will undergo during their anticipated lifetime).

113. Bench testing involves testing individual components of the vehicle to simulate real world conditions. Bench testing is designed to verify the overall soundness of a design under controlled conditions. The testing performed typically includes testing various component parts to failure.

114. Through a variety of quality control metrics, Ford knew or should have known of the Oil Consumption Defect in the Class Vehicles prior to and shortly after the time of sale to Class members.

115. Consumers have incurred and will continue to incur expenses for repair of engine, should they desire a permanent fix, because the TSB does not adequately resolve the Oil Consumption Defect. This is so despite Ford's plain knowledge—for years—of a latent defect contained in the Class Vehicles manufactured by Ford.

116. Upon information and belief, Ford, through (1) its own records of customers' complaints, (2) dealership repair records, (3) warranty and post-warranty claims, (4) internal pre-sale durability testing and internal investigations (sometimes referred to as "star" reports), and (5) a variety of other sources, including the F-150 forum referenced above, was well aware of the Oil Consumption Defect.

117. Despite Ford's knowledge of the Oil Consumption Defect, it failed to notify customers of the nature and extent of the problems with Class Vehicles or provide any adequate remedy. Ford continued to sell Class Vehicles with the Oil Consumption Defect through its authorized dealers all over the United States.

118. Ford knew of the Oil Consumption Defect and its associated defects when performing these quality control metrics on the Class Vehicles.

D. Ford Touts Safety in its Marketing and Advertising

119. Ford touts that "we continue to develop new, innovative technologies that enhance vehicle safety and help customers feel safe and confident on the road."[8] Ford further states that "[w]e use warranty repairs per thousand vehicles at three months in service as a key metric for measuring initial quality. Initial quality goes beyond warrantable defects, to include measures of customer excitement with new product features."[9]

120. Ford also advertises its commitment to improving the safety of its vehicles: "Quality is critical to the safety of our customers and, therefore, to our responsibilities and success as a company. Safety continues to be one of the highest priorities in the design of our vehicles. We are committed to designing and manufacturing vehicles that achieve high levels of safety over a wide range of real-world conditions."[10]

121. In order to achieve Ford's safety goals, it further advertises that it "is continuously working to enhance the safety of our products, a fundamental aspect of

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[8] https://corporate.ford.com/microsites/sustainability-report-2020/putting-people-first.html (last visited Jan. 4, 2020) (Exhibit I).

[9] *Id.*

[10] http://ophelia.sdsu.edu:8080/ford/03-30-2018/microsites/sustainability-report-2016-17/customers-products/safety/index.html (last visited Jan 4., 2020) (Exhibit J).

our Quality Operating System (QOS)."[11] In order to achieve this, Ford states that it "conduct[s] engineering analyses, computer simulations and crash testing to evaluate the performance of vehicles and components at a number of sites around the world."[12]

122. Further, Ford states that "[i]n addition to meeting or exceeding regulatory requirements, our processes, tools and facilities confirm that our vehicles align with our own stringent internal guidelines on safety design, as well as Ford-specified levels of performance for Public Domain tests. We regularly re-evaluate and update these guidelines as appropriate."[13]

E. Warranties Related to the Defect

123. The Class Vehicles come with a three-year/36,000 mile Basic Limited Warranty. The Basic Limited Warranty lasts for three years from the date delivery of the Class Vehicle is taken, or for 36,000 miles on the odometer, whichever occurs first. The Class Vehicles also come with a five-year/60,000mile Powertrain Warranty. The Powertrain Warranty covers the engine, transmission, and drive systems. Accordingly, the Powertrain Warranty is the applicable warranty related to the Oil Consumption Defect.

124. Ford instructs vehicle owners and lessees to bring their vehicles to a

[11] *Id.*
[12] *Id.*
[13] *Id.*

Ford dealership for the warranty repairs. Many owners and lessees have presented Class Vehicles to Ford dealerships with complaints about the Oil Consumption Defect.

125. Despite Ford's knowledge of the problem—and presumably how to appropriately remediate and prevent the Oil Consumption Defect from recurring (replace the short block and rotating assembly with improved cylinder crosshatching and higher tension piston rings so as to prevent oil from entering the combustion cycle)—Ford refuses to provide appropriate warranty coverage, instead implementing the band-aid TSB and/or informing consumers that the Oil Consumption Defect is normal and oil should be added on a regular basis between oil change intervals, none of which is covered by the warranty nor will it solve the Oil Consumption Defect.

TOLLING OF STATUTES OF LIMITATION

126. Any applicable statute(s) of limitations has been tolled by Ford's knowing and active concealment and denial of the facts alleged herein. Plaintiffs and members of the Class could not have reasonably discovered the true, latent defective nature of the Oil Consumption Defect until shortly before this class action litigation was commenced.

127. Ford Ford was and remains under a continuing duty to disclose to Plaintiffs and members of the Class the true character, quality, and nature of the

Class Vehicles, that this defect is based on poor manufacturing, and that it will require continued costly repairs, poses a safety concern, and diminishes the resale value of the Class Vehicles. As a result of the active concealment by Ford, any and all applicable statutes of limitations otherwise applicable to the allegations herein have been tolled.

CLASS ALLEGATIONS

128. Plaintiffs bring this action pursuant to Rules 23(a), 23(b)(2), and 23(b)(3) of the Federal Rules of Civil Procedure, on behalf of themselves and the following proposed classes:

> **Nationwide Class:**
> All persons in the United States who purchased or leased a Class Vehicle.
>
> **California Subclass:**
> All members of the Nationwide Class who are residents of California or purchased, or leased their Class Vehicle in California, primarily personal, family or household purposes, as defined by California Civil Code § 1791(a).
>
> **Ohio Subclass:**
> All members of the Nationwide Class who are residents of Ohio or purchased or leased their Class Vehicle in Ohio.
>
> **New York Subclass:**
> All members of the Nationwide Class who are residents of New York or purchased or leased their Class Vehicle in New York.

129. Excluded from the Class are Ford, its employees, officers, directors, legal representatives, heirs, successors, wholly- or partly-owned, and its subsidiaries

and affiliates; Ford dealers; proposed Class counsel and their employees; the judicial officers and associated court staff assigned to this case and their immediate family members; all persons who make a timely election to be excluded from the Class; governmental entities; and the judge to whom this case is assigned and his/her immediate family.

130. This action has been brought and may be properly maintained on behalf of the Class proposed herein under Federal Rule of Civil Procedure 23.

131. Numerosity. Federal Rule of Civil Procedure 23(a)(1): The members of the Class are so numerous and geographically dispersed that individual joinder of all Class members is impracticable. Class Vehicles may be identified during the pendency of this action and all owners and lessors notified by recognized, Court-approved notice dissemination methods, which may include U.S. Mail, electronic mail, Internet postings, and/or published notice. The Class members may be easily derived from Ford's sales records.

132. Commonality and Predominance. Federal Rule of Civil Procedure 23(a)(2) and 23(b)(3): This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

a. Whether Ford engaged in the conduct alleged herein;

b. Whether Ford designed, advertised, marketed, distributed, leased, sold, or otherwise placed the Class Vehicles into the stream of commerce in the United States;

c. Whether the Oil Consumption Defect constitutes a safety defect;

d. Whether Ford knew about, and failed to disclose, the Oil Consumption Defect at the time Plaintiffs and the Class members purchased their Class Vehicles;

e. Whether Ford manufactured, marketed, and distributed the Class Vehicles knowing that the Oil Consumption Defect could and would occur;

f. Whether Ford's conduct violates consumer protection statutes, false advertising laws, sales contracts, warranty laws, and other laws as asserted herein;

g. Whether Ford owed a duty to warn Plaintiffs and Class Members about the Oil Consumption Defect;

h. Whether Plaintiffs and the other Class members overpaid for their Class Vehicles;

i. Whether Ford breached the warranty by failing to properly inspect and repair the Oil Consumption Defect;

j. Whether Plaintiffs and the other Class members are entitled to equitable relief, including, but not limited to, restitution or injunctive relief; and

k. Whether Plaintiffs and the other Class members are entitled to damages and other monetary relief and, if so, in what amount.

133. Typicality. Federal Rule of Civil Procedure 23(a)(3): Plaintiffs' claims are typical of the other Class members' claims because, among other things, all Class members were comparably injured through Ford's wrongful conduct as described above.

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

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

136. Superiority. Federal Rule of Civil Procedure 23(b)(3): A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Ford, so it would be impracticable for the members of the Class to individually seek redress for Ford's wrongful conduct. Even if Class members could afford individual litigation, the court system could not. Individualized litigation creates a potential for inconsistent or contradictory judgments, and increases the

delay and expense to all parties and the court system. By contrast, the class action device presents far fewer management difficulties, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

VIOLATIONS ALLEGED

FIRST CAUSE OF ACTION
VIOLATION OF MAGNUSON-MOSS WARRANTY ACT, (15 U.S.C. § 2301, *et seq*.) ("MMWA")
(On Behalf of the Nationwide Class and/or the Ohio, New York and California Classes)

137. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

138. The MMWA provides a private right of action by purchasers of consumer products against retailers who, *inter alia*, fail to comply with the terms of an implied or written warranty. 15 U.S.C. § 2310(d)(1). As alleged herein, Ford has failed to comply with its implied warranty of merchantability with regard to the Class Vehicles.

139. The Class Vehicles are consumer products, as that term is defined in 15 U.S.C. § 2301(1).

140. Plaintiffs and each member of the Classes defined above are consumers, as that term is defined in 15 U.S.C. § 2301(3).

141. Ford is a supplier and warrantor, as those terms are defined in 15 U.S.C. § 2301(4)-(5).

142. The MMWA provides a cause of action for breach of written or implied warranty or other violations of the Act. 15 U.S.C. § 2310(d)(1).

143. Ford's warranties are "written warranties" within the meaning of 15 U.S.C. § 2301(6).

144. Ford breached the express warranties by providing a 3 year/36,000 mile New Vehicle Limited Warranty and a 5 year/60,000 mile Powertrain Warranty with the purchase or lease of all Class Vehicles, thereby warranting to repair or replace any part defective in material or workmanship at no cost to the owner or lessee; selling and leasing Class Vehicles with the Oil Consumption Defect, and thus were defective in materials and/or workmanship, requiring repair or replacement within the warranty period; and refusing and/or failing to honor the express warranties by effectively repairing or replacing the defective parts free of charge and within a reasonable time.

145. Ford also provided Plaintiffs and the other Class members with an implied warranty of merchantability in connection with the purchase or lease of their Class Vehicles that is an "implied warranty" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7). As part of the implied warranty of merchantability, Ford warranted that the Class Vehicles were fit for their ordinary

purpose as safe passenger motor vehicles, would pass without objection in the trade as manufactured and marketed, and were adequately contained, packaged, and labeled.

146. Ford breached these implied warranties and are therefore liable to Plaintiffs and the Class pursuant to 15 U.S.C. § 2310(d)(1). Without limitation, the Class Vehicles share common manufacturing defects in that they suffer from the Oil Consumption Defect and can suddenly fail during normal use and operation. Ford has admitted that the Class Vehicles are defective through its TSBs.

147. Ford was provided notice of the claims raised by Plaintiffs and was afforded a reasonable opportunity to cure. Ford failed to cure in that it has not offered a repair to Plaintiffs and consumers for the Oil Consumption Defect. Until Plaintiffs' representative capacity is determined, notice and opportunity to cure through Plaintiffs, and on behalf of the Class, can be provided under 15 U.S.C. § 2310(e).

148. Ford's acts and omissions in violation of the MMWA are "[u]nfair methods of competition in or affecting commerce, and unfair or deceptive acts or practices in or affecting commerce," and they are unlawful. 15 U.S.C. § 2310(b); 15 U.S.C. § 45(a)(1).

149. Plaintiffs and the members of the Classes have suffered, and are entitled to recover, damages as a result of Ford's breach of express and/or implied warranties and violations of the MMWA.

150. Plaintiffs also seek an award of costs and expenses, including attorneys' fees, under the MMWA to prevailing consumers in connection with the commencement and prosecution of this action. 15 U.S.C. § 2310(d)(2). Plaintiffs and the prospective Classes intend to seek such an award, including expert witness costs and other recoverable costs, as prevailing consumers at the conclusion of this lawsuit.

SECOND CAUSE OF ACTION
VIOLATIONS OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT
(Cal. Civ. Code § 1750, *et seq.*) ("CLRA")
(On Behalf of the California Class)

151. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

152. Plaintiff Brady brings this cause of action on behalf of himself and on behalf of the members of the California Class against Ford.[14]

153. Ford is a person as that term is defined in California Civil Code § 1761(c).

154. Plaintiff Brady and the Class Members are "consumers" as that term is defined in California Civil Code §1761(d).

155. Ford engaged in unfair and deceptive acts in violation of the CLRA by the practices described above, and by knowingly and intentionally concealing from

[14] Plaintiff Brady's venue affidavit is attached as Exhibit K.

Plaintiff and Class Members that the Class Vehicles suffer from a defect(s) (and the costs, risks, and diminished value of the vehicles as a result of this problem). These acts and practices violate, at a minimum, the following sections of the CLRA:

> (a)(2) Misrepresenting the source, sponsorship, approval or certification of goods or services;
>
> (a)(5) Representing that goods or services have sponsorships, characteristics, uses, benefits or quantities which they do not have, or that a person has a sponsorship, approval, status, affiliation or connection which he or she does not have;
>
> (a)(7) Representing that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another; and
>
> (a)(9) Advertising goods and services with the intent not to sell them as advertised.

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

157. Ford knew that the Class Vehicles were defectively manufactured, would consume abnormal amounts of engine oil, and were not suitable for their intended use.

158. Ford was under a duty to Plaintiff and the Class Members to disclose the defective nature of the Class Vehicles because:

a. Ford was in a superior position to know the true state of facts about the safety defect and associated repair costs in the Class Vehicles and their engines;

b. Plaintiff Brady and the Class Members could not reasonably have been expected to learn or discover that the Class Vehicles and their engine had dangerous safety defect until manifestation of the defect;

c. Ford knew that Plaintiffs and the Class Members could not reasonably have been expected to learn or discover the Oil Consumption Defect and the associated repair costs that it causes until the manifestation of the defect; and

d. Ford actively concealed the defect and the associated repair costs by asserting to Plaintiff and Class Members that the levels of engine oil consumption were considered normal, despite knowing the repairs needed to correct the defect.

159. In failing to disclose the Oil Consumption Risk and the associated safety risks and repair costs that result from it, Ford has knowingly and intentionally concealed material facts and breached its duty to disclose.

160. The facts concealed or not disclosed by Ford to Plaintiff and the Class Members are material in that a reasonable consumer would have considered them to be important in deciding whether to purchase Ford's Class Vehicles or pay a lesser

price. Had Plaintiffs and the Class known about the defective nature of the Class Vehicles and their engines, they would not have purchased or leased the Class Vehicles or would have paid less for them.

161. 182. Plaintiff Brady provided Ford with notice of its violations of the CLRA pursuant to Cal. Civ. Code § 1782(a) on December 30, 2020, and seeks only injunctive relief at this time. After the 30-day notice period expires under the CLRA, Plaintiffs will amend their complaint to seek monetary damages under the CLRA.

162. Plaintiff Brady's and the other California Class Members' injuries were proximately caused by Ford's fraudulent and deceptive business practices

163. Therefore, Plaintiffs and the other Class Members seek all relief available under the CLRA.

THIRD CAUSE OF ACTION
VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW
(CAL. BUS. & PROF. CODE § 17200) ("UCL")
(On Behalf of the California Class)

164. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

165. Plaintiff Brady brings this cause of action on behalf of himself and on behalf of the members of the California Class against Ford.

166. The California Unfair Competition Law ("UCL") prohibits acts of "unfair competition," including any "unlawful, unfair or fraudulent business act or

practice" and "unfair, deceptive, untrue or misleading advertising." Cal. Bus. & Prof. Code § 17200.

167. Ford has engaged in unfair competition and unfair, unlawful or fraudulent business practices by the conduct, statements, and omissions described above, and by knowingly and intentionally concealing from Plaintiffs and the Class Members that the Class Vehicles suffer from a defect (and the costs, safety risks, and diminished value of the vehicles as a result of these problems). Ford should have disclosed this information because it was in a superior position to know the true facts related to the Oil Consumption Defect, and Plaintiffs and Class Members could not reasonably be expected to learn or discover the true facts related to the defect.

168. The Oil Consumption Defect constitutes a safety issue because it can cause the Class Vehicles to run out of engine oil and fail, and as such, Ford had a duty to disclose the safety issue to consumers.

169. These acts and practices have deceived Plaintiffs and are likely to deceive the public. In failing to disclose the defect and suppressing other material facts from Plaintiffs and the Class Members, Ford breached its duties to disclose these facts, violated the UCL, and caused injuries to Plaintiffs and the Class Members. The omissions and acts of concealment by Ford pertained to information that was material to Plaintiffs and the Class Members, as it would have been to all reasonable consumers.

170. The injuries suffered by Plaintiffs and the Class Members are not greatly outweighed by any potential countervailing benefit to consumers or to competition, nor are they injuries that Plaintiffs and the Class Members should have reasonably avoided.

171. Ford's acts and practices are unlawful because they violate California Civil Code §§ 1668, 1709, 1710, and 1750 *et seq.*, and California Commercial Code § 2313.

172. Plaintiffs seek to enjoin further unlawful, unfair and/or fraudulent acts or practices by Ford, to obtain restitutionary disgorgement of all monies and revenues generated as a result of such practices, and all other relief allowed under California Business & Professions Code § 17200.

FOURTH CAUSE OF ACTION
VIOLATION OF CALIFORNIA FALSE ADVERTISING LAW
(CAL. BUS. & PROF. CODE § 17500, *et seq.*) ("FAL")
(On Behalf of the California Class)

173. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

174. Plaintiff Brady brings this cause of action on behalf of himself and on behalf of the members of the California Class against Ford.

175. California Business & Professions Code § 17500 states: "It is unlawful for any . . . corporation . . . with intent directly or indirectly to dispose of real or personal property . . . to induce the public to enter into any obligation relating thereto,

to make or disseminate or cause to be made or disseminated . . . from this state before the public in any state, in any newspaper or other publication, or any advertising device, . . . or in any other manner or means whatever, including over the Internet, any statement . . . which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading."

176. Ford caused to be made or disseminated through California and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Ford, to be untrue and misleading to consumers, including Plaintiffs and the other Class Members.

177. Ford has violated section 17500 because the misrepresentations and omissions regarding the safety, reliability, and functionality of their Class Vehicles as set forth in this Complaint were material and likely to deceive a reasonable consumer.

178. Plaintiffs and the other Class Members have suffered an injury in fact, including the loss of money or property, as a result of Ford's unfair, unlawful, and/or deceptive practices. In purchasing or leasing their Class Vehicles, Plaintiffs and the other Class Members relied on the misrepresentations and/or omissions of Ford with respect to the safety and reliability of the Class Vehicles. Ford's representations were untrue because the Class Vehicles suffer from the Oil Consumption Defect. Had

Plaintiffs and the other Class Members known this, they would not have purchased or leased their Class Vehicles and/or paid as much for them. Accordingly, Plaintiffs and the other Class Members overpaid for their Class Vehicles and did not receive the benefit of their bargain.

179. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Ford's business. Ford's wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the state of California and nationwide.

180. Plaintiffs, individually and on behalf of the other Class Members, request that this Court enter such orders or judgments as may be necessary to enjoin Ford from continuing its unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs and the other Class Members any money Ford acquired by unfair competition, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

FIFTH CAUSE OF ACTION
VIOLATION OF THE SONG-BEVERLY ACT (IMPLIED WARRANTY)
(CAL. CIV. CODE §§ 1792, 1791.1, *et seq.*)
(On Behalf of the California Class)

181. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

182. Plaintiff Brady brings this cause of action on behalf of himself and on behalf of the members of the California Class against Ford.

183. At all relevant times hereto, Ford was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Ford knew or should have known of the specific use for which the Class Vehicles were purchased.

184. Ford provided Plaintiffs and the Class Members with an implied warranty that the Class Vehicles, and any parts thereof, are merchantable and fit for the ordinary purposes for which they were sold. The Class Vehicles, however, are not fit for their ordinary purpose because, *inter alia*, the Class Vehicles suffered from the Oil Consumption Defect at the time of sale that causes the Class Vehicles to consume excessive and abnormal amounts of engine oil.

185. The Class Vehicles are not fit for the purpose of providing safe and reliable transportation because of the defect.

186. Ford impliedly warranted that the Class Vehicles were of merchantable quality and fit for such use. This implied warranty included, *inter alia*, the following: (i) a warranty that the Class Vehicles and their engines were manufactured, supplied, distributed, and/or sold by Ford were safe and reliable for providing transportation and would not prematurely and catastrophically fail; and (ii) a warranty that the Class Vehicles and their engines would be fit for their intended use – providing safe and reliable transportation – while the Class Vehicles were being operated.

187. Contrary to the applicable implied warranties, the Class Vehicles and their engines at the time of sale and thereafter were not fit for their ordinary and

intended purpose. Instead, the Class Vehicles are defective, including, but not limited to, the Oil Consumption Defect.

188. Ford's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code §§ 1792 and 1791.1.

SIXTH CAUSE OF ACTION
VIOLATION OF THE SONG-BEVERLY ACT (EXPRESS WARRANTY)
(CAL. CIV. CODE §§ 1792, 1791.1, *et seq.*)
(On Behalf of the California Class)

189. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

190. Plaintiff Brady brings this cause of action on behalf of himself and on behalf of the members of the California Class against Ford.

191. At all relevant times hereto, Ford was the manufacturer, distributor, warrantor, and/or seller of the Class Vehicles. Ford knew or should have known of the specific use for which the Class Vehicles were purchased.

192. Ford made express warranties to Plaintiff Brady and the other California Class members within the meaning of Cal. Civ. Code §§ 1791.2 and 1793.2, as described above.

193. Ford breached these warranties by selling and leasing Class Vehicles with the Oil Consumption Defect, requiring repair or replacement within the

applicable warranty periods, and refusing to honor the warranties by providing free repairs or replacements during the applicable warranty periods.

194. Ford did not promptly replace or buy back the vehicles of Plaintiff and proposed California Class members.

195. As a direct and proximate result of Ford's breach of its express warranties, Plaintiff Brady and the other California Class members received goods whose condition substantially impairs their value to Plaintiff and the other Class members. Plaintiff and the other Class members have been damaged as a result of, *inter alia*, the diminished value of Ford's products, the Class Vehicles' malfunctioning, and actual and potential increased maintenance and repair or replacement costs.

196. Pursuant to Cal. Civ. Code §§ 1793.2 and 1794, Plaintiff Brady and the other Class members are entitled to damages and other legal and equitable relief including, at their election, the purchase price of their Class Vehicles, or the overpayment or diminution in value of their Class Vehicles.

197. Pursuant to Cal. Civ. Code § 1794, Plaintiff Brady and the other California Class members are entitled to costs and attorney fees.

SEVENTH CAUSE OF ACTION
BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY
(On Behalf of the Nationwide Class and/or the Ohio, New York and California

Classes)

198. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

199. Ford manufactured and distributed Class Vehicles throughout the United States for sale to Plaintiffs and the Class Members.

200. Ford impliedly warranted to Plaintiffs and members of the Class that their Class Vehicles were free of defects and were merchantable and fit for their ordinary purpose for which such goods are used.

201. As alleged herein, Ford breached the implied warranty of merchantability because the Class vehicles suffer from the Oil Consumption Defect. The Class Vehicles are therefore defective, unmerchantable, and unfit for their ordinary, intended purpose.

202. After Plaintiffs experienced the Oil Consumption Defect and contacted the dealership on multiple occasions without relief, Plaintiffs gave reasonable and adequate notice to Ford that the Class Vehicles were defective, unmerchantable, and unfit for their intended use or purpose.

203. Due to the Oil Consumption Defect, Plaintiffs and the members of each of the Classes are unable to operate their vehicles as intended in a safe condition, substantially free from defects. The Class Vehicles do not provide safe and reliable

transportation to Plaintiffs and the members of the Classes. As a result, Plaintiffs and members of the Classes are unable to safely drive their Class Vehicles.

204. Plaintiffs did not receive or otherwise have the opportunity to review, at or before the time of sale, the written warranty containing the purported exclusions and limitations of remedies. Accordingly, any such exclusions and limitations of remedies are unconscionable and unenforceable, and Plaintiffs are entitled to all remedies available under Article 2 of the Uniform Commercial Code and other state laws of each Class. Any purported warranty disclaimers, exclusions, and limitations were unconscionable and unenforceable. As a direct and proximate result of the breach of implied warranty of merchantability, Plaintiffs and members of the Classes have been injured in an amount to be proven at trial.

EIGHTH CAUSE OF ACTION
BREACH OF EXPRESS WARRANTY
(On Behalf of the Nationwide Class and/or the Ohio, New York and California Classes)

205. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

206. Ford provided all purchasers and lessees of the Class Vehicles with the same express warranties described herein, which became part of the basis of the bargain.

207. The parts affected by the Oil Consumption Defect were distributed by Ford in the Class Vehicles and are covered by the warranties Ford provided to all purchasers and lessors of Class Vehicles.

208. Ford breached these warranties by selling and leasing Class Vehicles with the Oil Consumption Defect, requiring repair or replacement within the applicable warranty periods, and refusing to honor the warranties by providing free repairs or replacements during the applicable warranty periods.

209. Plaintiffs notified Ford of the breach within the warranty period, but Ford already knew of the Oil Consumption Defect and yet chose to conceal it and failed to comply with its warranty obligations.

210. As a direct and proximate cause of Ford's breach, Plaintiffs and the members of the Class bought or leased Class Vehicles they otherwise would not have, overpaid for their vehicles, did not receive the benefit of their bargain, and their Class Vehicles suffered a diminution in value. Plaintiffs and the Class have also incurred and will continue to incur costs related to the diagnosis and repair of the Oil Consumption Defect.

211. Ford's attempt to disclaim or limit these express warranties is unconscionable and unenforceable under the circumstances here.

212. Specifically, Ford's warranty limitation is unenforceable because it knowingly sold a defective product without informing consumers about the defect.

213. The time limits contained in Ford's warranty period were also unconscionable and inadequate to protect Plaintiffs and members of the Classes. A gross disparity in bargaining power existed between Ford and the Class Members, and Ford knew or should have known that the Class Vehicles were defective at the time of sale and would fail well before their useful lives.

214. Plaintiffs and the Classes have complied with all obligations under the warranty, or otherwise have been excused from performance of said obligations as a result of Ford's conduct described herein.

NINTH CAUSE OF ACTION
UNJUST ENRICHMENT
(On Behalf of the Nationwide Class and/or the Ohio, New York and California Classes)

215. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

216. This claim is pled in the alternative to Plaintiffs' contract-based claims.

217. Ford knew or should have known that Plaintiffs and the Class paid for the Class Vehicles with the expectation that they would perform as represented and were free from defects.

218. Plaintiffs and the Class conferred substantial benefits on Ford by purchasing the defective Class Vehicles. Ford knowingly and willingly accepted and enjoyed those benefits.

219. Ford's retention of these benefits is inequitable.

220. As a direct and proximate cause of Ford's unjust enrichment, Plaintiffs and the Class are entitled to an accounting, restitution, attorneys' fees, costs and interest.

TENTH CAUSE OF ACTION
VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW
(N.Y. GEN. BUS. LAW § 349)
(On Behalf of the New York Class)

221. Plaintiff Lyman ("Plaintiff") for purposes of all New York Class claims) hereby incorporates by reference the allegations contained in the preceding paragraphs of this complaint.

222. This claim is brought on behalf of the New York Subclass.

223. The New York General Business Law (New York GBL) makes unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce." N.Y. GEN. BUS. LAW § 349.

224. New York Plaintiff and the New York Subclass members are "persons" within the meaning of N.Y. GEN. BUS. LAW § 349(h).

225. Ford is a "person," "firm," "corporation," or "association" within the meaning of N.Y. GEN. BUS. LAW § 349.

226. In the course of Ford's business, Ford willfully failed to disclose and actively concealed that the Class Vehicles suffer from a defect (and the costs, safety risks, and diminished value of the vehicles as a result of these problems). Ford should have disclosed this information because it was in a superior position to know the true

facts related to the Oil Consumption Defect, and Plaintiffs and Class Members could not reasonably be expected to learn or discover the true facts related to the defect.

227. The Oil Consumption Defect constitutes a safety issue because it can cause the Class Vehicles to run out of engine oil and fail, and as such, Ford had a duty to disclose the safety issue to consumers.

228. A reasonable consumer would expect the Class Vehicles to operate without known safety hazards or excess emissions. Accordingly, Ford engaged in unfair and deceptive trade practices, unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices as defined in N.Y. Gen. Bus. Law § 349.

229. Ford's acts had the capacity, tendency or effect of deceiving or misleading consumers; failed to state a material fact that deceives or tends to deceive; and constitute deception, fraud, false pretense, false promise, misrepresentation, or knowing concealment, suppression, or omission of any material fact with the intent that a consumer rely on the same in connection therewith.

230. Ford's actions as set forth above occurred in the conduct of trade or commerce.

231. Because Ford's deception takes place in the context of public health, its deception affects the public interest. Further, Ford's unlawful conduct constitutes

unfair acts or practices that have the capacity to deceive consumers, and that have a broad impact on consumers at large.

232. Ford's conduct proximately caused injuries to Plaintiffs and the Class.

233. Because Ford's willful and knowing conduct caused injury to Plaintiffs and the Class, Plaintiffs and the Class seek recovery of actual damages or $50, whichever is greater; discretionary treble damages up to $1,000; punitive damages; reasonable attorneys' fees and costs; an order enjoining Ford's deceptive conduct; and any other just and proper relief available under N.Y. GEN. BUS. LAW § 349.

234. Plaintiffs and the Class also seek punitive damages because Ford engaged in aggravated and outrageous conduct.

ELEVENTH CAUSE OF ACTION
VIOLATION OF THE NEW YORK GENERAL BUSINESS LAW
(N.Y. GEN. BUS. LAW § 350)
(On Behalf of the New York Class)

235. Plaintiffs hereby incorporate by reference the allegations contained in the preceding paragraphs of this complaint.

236. This claim is brought on behalf of the New York Class.

237. The New York's General Business Law § 350 makes unlawful "[f]alse advertising in the conduct of any business, trade or commerce[.]" False advertising includes "advertising, including labeling, of a commodity … if such advertising is misleading in a material respect," taking into account "the extent to which the

advertising fails to reveal facts material in the light of … representations [made] with respect to the commodity….” N.Y. Gen. Bus. Law § 350-a.

238. Ford caused to be made or disseminated through New York, through advertising, marketing, and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Ford, to be untrue and misleading to consumers, including Plaintiffs and Class members.

239. Ford has violated N.Y. Gen. Bus. Law § 350 because the omissions regarding the oil consumption, emission levels, and safety and reliability of the Class Vehicles as described above, were material and likely to deceive a reasonable consumer.

240. Plaintiffs and Class members have suffered injury, including the loss of money or property, as a result of Ford’s false advertising. In purchasing or leasing their Class Vehicles, Plaintiffs and Class members relied on the representations and/or omissions of Ford with respect to the oil consumption, emission levels, and safety and reliability of the Class Vehicles. Ford’s representations turned out to be untrue as described herein. Had Plaintiffs and Class members known this, they would not have purchased or leased their Class Vehicles and/or paid as much for them.

241. Accordingly, Plaintiffs and the Class overpaid for their Class Vehicles and did not receive the benefit of the bargain for their Class Vehicles, which have also suffered diminution in value.

242. Because Ford fraudulently concealed the true oil consumption, emission levels, and safety and reliability of the Class Vehicle, the value of the Class Vehicles has greatly diminished.

243. Plaintiffs, individually and on behalf of Class members, request that this Court enter such orders or judgments as may be necessary to enjoin Ford from continuing its unfair, unlawful and/or deceptive practices. Plaintiffs and Class members are also entitled to recover their actual damages or $500, whichever is greater. Because Ford acted willfully or knowingly, Plaintiffs and Class members are entitled to recover three times actual damages, up to $10,000.

TWELFTH CAUSE OF ACTION
VIOLATIONS OF THE OHIO CONSUMER SALES PRACTICES ACT
(Ohio Rev. Code §§ 1345.01 *et seq.*)
(On Behalf of the Ohio Class)

244. Plaintiff Thuering ("Plaintiff" for purposes of all Ohio claims) incorporates by reference the allegations of all foregoing paragraphs as if they had been set forth in full herein.

245. Plaintiff and the other Ohio Subclass members are "consumers" as defined by the Ohio Consumer Sales Practices Act, Ohio Rev. Code § 1345.01 ("OCSPA"). Ford is a "supplier" as defined by the OCSPA. Plaintiff's and the other

Ohio Subclass members' purchases or leases of the Class Vehicles were "consumer transactions" as defined by the OCSPA.

246. By willfully failing to disclose and actively concealing the Oil Consumption Defect, Ford engaged in deceptive business practices prohibited by the OCSPA, including (1) representing that the Class Vehicles have characteristics, uses, benefits, and qualities which they do not have, (2) representing that the Class Vehicles are of a particular standard, quality, and grade when they are not, (3) advertising the Class Vehicles with the intent not to sell them as advertised, and (4) engaging in acts or practices which are otherwise unfair, misleading, false, or deceptive to the consumer.

247. In the course of its business, Ford willfully failed to disclose and actively concealed the Oil Consumption Defect discussed herein, and otherwise engaged in activities with a tendency or capacity to deceive. Ford also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression, or omission, in connection with the sale of the Class Vehicles.

248. Ford knew the Class Vehicles they provided suffered from the Oil Consumption Defect and knew that the Class Vehicles did not operate safely, as

advertised. Ford knew this for years, but concealed all information concerning the Oil Consumption Defect.

249. Ford was also aware that it valued profits over safety, and that it was manufacturing, selling, and distributing vehicles throughout the United States that did not perform as advertised and jeopardized the safety of the vehicle's occupants. Ford concealed this information as well.

250. By failing to disclose that the Class Vehicles did not operate safely because of the Oil Consumption Defect, by marketing its vehicles as safe, reliable, and of high quality, and by presenting itself as a reputable manufacturer that valued safety and stood behind its vehicles after they were sold, Ford engaged in deceptive business practices in violation of the OCSPA.

251. Ford's unfair or deceptive acts or practices were likely to and did in fact deceive reasonable consumers, including Plaintiff and the other Ohio Class members, about the true performance of the Class Vehicle with the Oil Consumption Defect, the quality of Ford's brand, the devaluing of safety and performance at Ford, and the true value of the Class Vehicles.

252. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles with an intent to mislead Plaintiff and the Ohio Class.

253. Ford owed Plaintiffs a duty to disclose the true safety, performance, and reliability of the Class Vehicles, and the devaluing of safety and performance at Ford, because Ford:

a. Possessed exclusive knowledge that it valued profits and cost-cutting over safety and performance, and that it was manufacturing, selling, and distributing vehicles throughout the United States that did not perform as advertised;

b. Intentionally concealed the foregoing from Plaintiff and the Class; and/or

c. Made incomplete representations about the safety and performance of the Class Vehicles generally, and the Oil Consumption Defect in particular, while purposefully withholding material facts from Plaintiff and the Class that contradicted these representations.

254. Because Ford fraudulently concealed the Oil Consumption Defect and the true performance of the Class Vehicles, the value of the Class Vehicles has diminished.

255. The Ohio Attorney General has made available for public inspection prior state court decisions which have held that the acts and omissions of Ford in this Complaint, including, but not limited to, the failure to honor both implied warranties and express warranties, the making and distribution of false, deceptive,

and/or misleading representations, and the concealment and/or non-disclosure of a dangerous defect, constitute deceptive sales practices in violation of the OCSPA. These cases include, but are not limited to, the following:

a. *Mason v. Mercedes Benz USA, LLC* (OPIF #10002382);

b. *State ex rel. Betty D. Montgomery v. Volkswagen Motor Co.*, (OPIF #10002Engine Stalling);

c. *State ex rel. Betty D. Montgomery v. Bridgestone/Firestone, Inc.*, (OPIF #10002025);

d. *Bellinger v. Hewlett-Packard Co.*, No. 20744, 2002 Ohio App. LEXIS 1573 (Ohio Ct. App. Apr. 10, 2002) (OPIF #10002077);

e. *Borror v. MarineMax of Ohio*, No. OT-06-010, 2007 Ohio App. LEXIS 525 (Ohio Ct. App. Feb. 9, 2007) (OPIF #10002388);

f. *State ex rel. Jim Petro v. Craftmatic Organization, Inc.*, (OPIF #10002347);

g. *Mark J. Craw Volkswagen, et al. v. Joseph Airport Toyota, Inc.*, (OPIF #10001586);

h. *State ex rel. William J. Brown v. Harold Lyons, et al.* (OPIF #10000304);

i. *Brinkman v. Mazda Motor of America, Inc.* (OPIF #10001427);

j. *Khouri v. Don Lewis* (OPIF #100001995);

k. *Mosley v. Performance Mitsubishi aka Automanage* (OPIF #10001326);

l. *Walls v. Harry Williams dba Butch's Auto Sales* (OPIF #10001524); and

m. *Brown v. Spears* (OPIF #10000403).

256. As a result of its violations of the OCSPA, as detailed above, Ford caused actual damage to Plaintiff and, if not stopped, will continue to harm Plaintiff. Plaintiff currently owns a Class Vehicle that is defective. The Oil Consumption Defect has caused the value of the Class Vehicles to decrease.

257. Plaintiff and the Class sustained damages as a result of Ford's unlawful acts and are therefore entitled to damages and other relief as provided under the OCSPA.

258. Plaintiffs also seek court costs and attorneys' fees as a result of Ford's violations of the OCSPA, as provided in Ohio Rev. Code § 1345.09.

THIRTEENTH CAUSE OF ACTION
FRAUDULENT CONCEALMENT
(On Behalf of the Nationwide Class and/or the Ohio, New York and California Classes)

259. Plaintiffs incorporate by reference the allegations of all foregoing paragraphs as if they had been set forth in full herein.

260. At all relevant times, Ford was engaged in the business of designing, manufacturing, distributing, and selling the Class Vehicles.

261. Ford, acting through its representatives or agents, sold and/or lease the Class Vehicles throughout the United States.

262. Ford willfully, falsely, and knowingly omitted various material facts regarding the quality and character of the Class Vehicles, including that they suffered from the Oil Consumption Defect.

263. Rather inform consumers of the truth regarding the Oil Consumption Defect, Ford concealed material information related to the Oil Consumption Defect.

264. Ford omitted this material information to drive up sales and maintain its market power, as consumers would not purchase the Class Vehicles, or would pay substantially less for them, had consumers known the truth.

265. Plaintiffs and the Class members had no way of knowing about the Oil Consumption Defect.

266. Plaintiffs and Class members could not have discovered the above information on their own, because Ford was in the exclusive possession of such information.

267. Although Ford has a duty to ensure the accuracy of information regarding the performance of its Class Vehicles, it did not fulfil these duties.

268. Plaintiffs and Class members sustained injury due to the purchase of Class Vehicles that suffered from the Oil Consumption Defect.

269. Ford's acts were done maliciously, oppressively, deliberately, and with intent to defraud, and in reckless disregard of Plaintiffs and Class members' rights and well-being, and in part to enrich itself at the expense of consumers. Ford's acts were done to gain commercial advantage over competitors, and to drive consumers away from consideration of competitor's vehicles. Ford's conduct warrants an assessment of punitive damages in an amount sufficient to deter such conduct in the future.

FOURTEENTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION
(On Behalf of the Nationwide Class and/or the Ohio, New York and California Classes)

270. Plaintiffs incorporate by reference all allegations of the preceding paragraphs as though fully set forth herein.

271. Ford had a duty to provide honest and accurate information to its customers so that customers could make informed decisions on the substantial purchase of automobiles.

272. Ford specifically and expressly misrepresented material facts to Plaintiffs and Class members, as discussed above.

273. Ford knew, or in the exercise of reasonable diligence, should have known, that the ordinary and reasonable consumer would be misled by the Ford's misleading and deceptive advertisements.

274. Plaintiffs and the Class members justifiably relied on Ford's misrepresentations and have been damaged thereby in an amount to be determined at trial.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of members of the Classes defined above, respectfully request that the Court enter judgment against Ford and award the following relief:

A. Certification of this action as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, declaring Plaintiffs as the representative of the Classes, and Plaintiffs' counsel as counsel for the Classes;

B. An order awarding declaratory relief and temporarily and permanently enjoining Ford from continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged in this Complaint;

C. Appropriate injunctive and/or declaratory relief, including, without limitation, an order that requires Ford to repair, recall, and/or replace the Class Vehicles and to extend the applicable warranties to a reasonable period of time, or, at a minimum, to provide Plaintiffs and Class members with appropriate curative notice regarding the existence and cause of the Oil Consumption Defect;

D. An award of appropriate damages to repair or replace the Class Vehicles;

E. A declaration that Ford is financially responsible for all Class notice and the administration of Class relief;

F. An order awarding any applicable statutory and civil penalties;

G. An order requiring Ford to pay both pre- and post-judgment interest on any amounts awarded;

H. An award of costs, expenses, and attorneys' fees as permitted by law; and

I. Such other or further relief as the Court may deem appropriate, just, and equitable.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial for all claims so triable.

DATED: January 6, 2021 Respectfully submitted,

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Attorneys for Plaintiffs and the Class

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

DAVID LYMAN, TIMOTHY THUERING, and VINCENT BRADY, on behalf of themselves and all others similarly situated, Plaintiffs, v. FORD MOTOR COMPANY, Ford.	)	Case No.: **CLASS ACTION COMPLAINT**

INDEX OF EXHIBITS

EXHIBIT	***DESCRIPTION***
Exhibit A	Technical Service Bulletin 19-2058 March 1, 2019
Exhibit B	Technical Service Bulletin 19-2133 May 10, 2019
Exhibit C	Technical Service Bulletin 19-2338 November 12, 2019
Exhibit D	Technical Service Bulletin 19-2365 December 5, 2019
Exhibit E	Autoweek, *Ford Averages over 100 F-150 Pickups Sold per Hour, 24/7*
Exhibit F	Ford, *2020 Ford F-150 Technical Specifications*
Exhibit G	Ford, *Normal Scheduled Maintenance*
Exhibit H	EHSO, *The Development and Chronology of Automobile Emissions Reductions Efforts in the United States*
Exhibit I	Ford, *Putting People First*
Exhibit J	Ford, *Improving Vehicle Safety*
Exhibit K	Plaintiff Brady's Venue Affidavit

Exhibit A

TECHNICAL SERVICE BULLETIN
5.0L - Excessive Oil Consumption

19-2058
01 March 2019

Model:

Ford 2018 F-150

Issue: Some 2018 F-150 vehicles equipped with a 5.0L engine may exhibit excessive oil consumption with no visible oil leaks.

Action: Follow the Service Procedure steps to correct the condition on vehicles that meet all of the following criteria:

- 2018 F-150
- 5.0L engine

Parts

Part Number	Description	Quantity
JL3Z-6006-A	Long Block Assembly	1
JL3Z-6006-B	Long Block Assembly - Gaseous Fuel Prep Pack	1
W520113-S440	Stabilizer Bar Bracket Nuts	4
7L1Z-4B496-C	Front Driveshaft CV Joint To Pinion Flange Bolts	2
7L1Z-4B496-D	Front Driveshaft CV Joint To Transfer Case Bolts	3
W520514-S440	Catalytic Converter To Exhaust Manifold Nuts	4
W714689-S437	Torque Converter To Flex Plate Nuts	4
W716530-S440	Right Hand Engine Mount Nuts	2
JL3Z-9439-A	Intake Manifold Gasket Kit	1
JR3Z-9J323-A	High Pressure Fuel Tube	1
JR3Z-9J323-B	High Pressure Fuel Tube	1
W715211-S439	Left Hand Engine Mount Bolt	1
W713244-S439	Left Hand Engine Mount To Frame Bolts	3
JL3Z-6379-A	Flex Plate Bolts	8
W714735-S439	Engine Mount To Cylinder Block Bolts	6
W714870-S430	Exhaust Manifold Nuts	16
FR3Z-9448-A	Exhaust Manifold Gasket	2
FT4Z-9E583-A	High Pressure Fuel Pump O-ring	1
HL3Z-19B596-A	A/C Compressor Line Seal Kit	1
N808684-S101	Steering Shaft Bolt	1
W718644-S439	Body Mount Bolt	6

W718645-S900	Body Mount Bolt	2
7L3Z-6A666-A	PCV Valve	1
AA5Z-6714-A	Oil Filter	1
XO-5W20-Q1SP	Motorcraft® SAE 5W-20 Synthetic Blend Motor Oil (All Markets Except Canada)	9
CXO-5W20-LSP12	Motorcraft® SAE 5W-20 Super Premium Motor Oil (Canada)	9
VC-13-G	Motorcraft® Yellow Concentrated Antifreeze/Coolant (All Markets Except Canada)	4
CVC-13-G	Motorcraft® Yellow Concentrated Antifreeze/Coolant (Canada Only)	4
VC-3-B	Motorcraft® Orange Concentrated Antifreeze/Coolant (All Markets Except Canada)	4
CVC-3-B2	Motorcraft® Orange Concentrated Antifreeze/Coolant (Canada Only)	4

Warranty Status: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage. Warranty/ESP coverage limits/policies are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool. For repairs covered by the New Vehicle Limited Warranty, completion of the procedure outlined in this TSB does not require obtaining Prior Approval or completion of a Cost Cap.

Labor Times

Description	Operation No.	Time
2018 F-150 5.0L: Visual Inspection For Oil Leaks, Replace The PCV Valve, Change The Engine Oil And Filter, And Mark The Oil Level Stick Following The Service Procedure Includes Time To Check And Record Engine Oil Level On Return Visits (Do Not Use With Any Labor Operations Outside Of This Article)	DR192058A	0.8 Hrs.
2018 F-150 4X2 5.0L: Replace The Engine Long Block Assembly Includes Time To Remove And Install Cab Assembly (Do Not Use With Any Labor Operations Outside Of This Article)	DR192058B	11.8 Hrs.
2018 F-150 4X4 5.0L: Replace The Engine Long Block Assembly Includes Time To Remove And Install Cab Assembly (Do Not Use With Any Labor Operations Outside Of This Article)	DR192058C	12.3 Hrs.
Additional Time If Equipped With Cruise Control Module (CCM) (Can Be Claimed With B Or C)	DR192058D	0.3 Hrs.
Additional Time Front End Sheet Metal Cage Nut Spun One Side (Can Be Claimed With B Or C)	DR192058E	0.1 Hrs.
Additional Time Front End Sheet Metal Cage Nut Spun Both (2) Sides (Can Be Claimed With B Or C)	DR192058F	0.1 Hrs.
Additional Time Body Support No. 1 Cage Nut Spun One (1) Side (Can Be Claimed With B Or C)	DR192058G	0.6 Hrs.
Additional Time Body Support No. 1 Cage Nut Spun Both (2) Sides (Can Be Claimed With B Or C)	DR192058H	1.1 Hrs.
Additional Time Body Support No. 2 Cage Nut Spun One (1) Side (Can Be Claimed With B Or C)	DR192058J	0.7 Hrs.
Additional Time Body Support No. 2 Cage Nut Spun Both (2) Sides (Can Be Claimed With B Or C)	DR192058K	1.2 Hrs.
Additional Time Body Support No. 3 Cage Nut Spun Right (Can Be Claimed With B Or C)	DR192058L	1.1 Hrs.

Additional Time Body Support No. 3 Cage Nut Spun Left (Can Be Claimed With B Or C)	DR192058M	1.2 Hrs.
Additional Time Body Support No. 3 Cage Nut Spun Both (Can Be Claimed With B Or C)	DR192058N	1.5 Hrs.
Additional Time If Equipped To Remove Rear Inflatable Seatbelts If The No. 3 Cage Nut Spun (Can Be Claimed With B Or C)	DR192058O	0.1 Hrs.
Additional Time If Equipped To Remove Subwoofer If The No. 3 Cage Nut Spun (Can Be Claimed With B Or C)	DR192058P	0.1 Hrs.
Additional Time If Equipped To Remove Audio Digital Signal Processing (DSP) Module If The No. 3 Cage Nut Spun (Can Be Claimed With B Or C)	DR192058Q	0.1 Hrs.

Repair/Claim Coding

Causal Part:	6006
Condition Code:	42

Service Procedure

For repairs covered by the New Vehicle Limited Warranty, completion of the procedure outlined in this TSB does not require obtaining Prior Approval or completion of a Cost Cap.

1. Visually inspect for engine oil leaks. Are any visible leaks present?

(1). Yes - this article does not apply. Refer to the Workshop Manual (WSM), Section 303-01D.

(2). No - proceed to Step 2.

2. Replace the positive crankcase ventilation (PCV) valve. Refer to WSM, Section 303-08D.

3. Drain the engine oil and remove the oil filter. Install a new manufacturer-specified oil filter. Make sure the vehicle is positioned on a level surface and, using oil specified by the manufacturer, refill the oil pan to a level 1L (1 quart) less than the specified fill level.

4. Run the engine for 3 minutes if hot or 10 minutes if cold. Allow for a minimum 15 minute drain back period and then record the oil level shown on the oil level indicator. Place a mark on the backside of the oil level indicator noting the oil level location.

5. Add the final 1L (1 quart) to complete the normal oil fill. Restart the engine and allow it to idle for 2 minutes. Turn off the engine.

6. After a 15 minute drain back period, record the location of the oil level. Mark the oil level indicator with the new oil level location.

NOTE: Both marks should be very close to the MIN-MAX upper and lower limits or the upper and lower holes on the oil level indicator. These marks will exactly measure the engine's use of oil, with a one quart differential between the new marks.

7. Demonstrate to the customer the factory-calibrated marks on the oil level indicator are where the oil should fall after an oil change with the specified fill amount. Explain this may vary slightly between MIN-MAX or the upper and lower holes on the oil level indicator.

8. Record the vehicle mileage.

9. Advise the customer that oil level indicator readings must be taken every 320 km (200 mi) or weekly, using the revised marks as drawn. Remind the customer the engine needs a minimum 15 minute drain back for an accurate reading and the oil level indicator must be firmly seated in the tube prior to taking the reading.

10. When the subsequent indicator readings demonstrate a full liter (quart) has been used, record the vehicle mileage. The mileage driven should not be less than 4,800 km (3,000 mi). The drive cycle the vehicle has been operated under must be considered when making this calculation. It may be necessary

to have the customer bring the vehicle in for a periodic oil level indicator reading to closely monitor oil usage.

11. Does the measured oil consumption exceed 4,800 km (3,000 mi) per liter (quart)?

(1). Yes - proceed to Step 12.

(2). No - vehicle is operating normally, no repairs are necessary. Repair is complete.

12. Replace the engine long block assembly. Refer to WSM, Section 303-01D.

Exhibit B

TECHNICAL SERVICE BULLETIN
5.0L - Excessive Oil Consumption

19-2133

10 May 2019

This bulletin supersedes 19-2058. Reason for update: New Part/Procedure For Same Condition

Model:

Ford
2018 F-150

Summary

This article supersedes TSB 19-2058 to update the Service Procedure and Part List.

Issue: Some 2018 F-150 vehicles equipped with a 5.0L engine may exhibit excessive oil consumption with no visible oil leaks.

Action: Follow the Service Procedure steps to correct the condition on vehicles that meet all of the following criteria:

- 2018 F-150
- 5.0L engine

Parts

Part Number	Description	Quantity
JL3Z-6006-A	Long Block Assembly	1
JL3Z-6006-B	Long Block Assembly - Gaseous Fuel Prep Pack	1
AA5Z-6714-A	Oil Filter	1
7L3Z-6A666-A	PCV Valve	1
JL3Z-9439-A	Intake Manifold Gasket Kit	1
FR3Z-9448-A	Exhaust Manifold Gasket	2
FT4Z-9E583-A	High Pressure Fuel Pump O-ring	1
HL3Z-19B596-A	A/C Compressor Line Seal Kit	1
JR3Z-9J323-A	High Pressure Fuel Tube	1
JR3Z-9J323-B	High Pressure Fuel Tube	1
W520113-S440	Stabilizer Bar Bracket Nuts	4
7L1Z-4B496-C	Front Driveshaft CV Joint To Pinion Flange Bolts	2
7L1Z-4B496-D	Front Driveshaft CV Joint To Transfer Case Bolts	3
W520514-S440	Catalytic Converter To Exhaust Manifold Nuts	4
W714870-S430	Exhaust Manifold Nuts	16
W714689-S437	Torque Converter To Flex Plate Nuts	4
W716530-S440	Right Side Engine Mount Nuts	2
W715211-S439	Left Side Engine Mount Bolt	1
W713244-S439	Left Side Engine Mount To Frame Bolts	3

JL3Z-6379-A	Flex Plate Bolts	8
W714735-S439	Engine Mount To Cylinder Block Bolts	6
N808684-S101	Steering Shaft Bolt	1
W718644-S439	Body Mount Bolt	6 (as required)
W718645-S900	Body Mount Bolt	2 (as required)
XO-5W20-Q1SP	Motorcraft® SAE 5W-20 Synthetic Blend Motor Oil (All Markets Except Canada)	9
CXO- 5W20-LSP6	Motorcraft® SAE 5W-20 Super Premium Motor Oil (Canada Only)	9
VC-13-G	Motorcraft® Yellow Concentrated Antifreeze/Coolant (All Markets Except Canada)	4
CVC-13-G	Motorcraft® Yellow Concentrated Antifreeze/Coolant (Canada Only)	4
VC-3-B	Motorcraft® Orange Concentrated Antifreeze/Coolant (All Markets Except Canada)	4
CVC-3-B2	Motorcraft® Orange Concentrated Antifreeze/Coolant (Canada Only)	4

Warranty Status: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage. Warranty/ESP coverage limits/policies are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool. For repairs covered by the New Vehicle Limited Warranty, completion of the procedure outlined in this TSB does not require obtaining Prior Approval or completion of a Cost Cap.

Labor Times

Description	Operation No.	Time
2018 F-150 5.0L: Visual Inspection For Oil Leaks, Replace The PCV Valve, Change The Engine Oil And Filter, And Mark The Oil Level Stick Following The Service Procedure Includes Time To Check And Record Engine Oil Level On Return Visits (Do Not Use With Any Labor Operations Outside Of This Article)	DR192133A	0.8 Hrs.
2018 F-150 4X2 5.0L: Replace The Engine Long Block Assembly Includes Time To Remove And Install Cab Assembly (Do Not Use With Any Labor Operations Outside Of This Article)	DR192133B	11.8 Hrs.
2018 F-150 4X4 5.0L: Replace The Engine Long Block Assembly Includes Time To Remove And Install Cab Assembly (Do Not Use With Any Labor Operations Outside Of This Article)	DR192133C	12.3 Hrs.
Additional Time If Equipped With Cruise Control Module (CCM) (Can Be Claimed With B Or C)	DR192133D	0.3 Hrs.
Additional Time Front End Sheet Metal Cage Nut Spun One Side (Can Be Claimed With B Or C)	DR192133E	0.1 Hrs.
Additional Time Front End Sheet Metal Cage Nut Spun Both (2) Sides (Can Be Claimed With B Or C)	DR192133F	0.1 Hrs.
Additional Time Body Support No. 1 Cage Nut Spun One (1) Side (Can Be Claimed With B Or C)	DR192133G	0.6 Hrs.
Additional Time Body Support No. 1 Cage Nut Spun Both (2) Sides (Can Be Claimed With B Or C)	DR192133H	1.1 Hrs.
Additional Time Body Support No. 2 Cage Nut Spun One (1) Side (Can Be Claimed With	DR192133J	0.7

B Or C)		Hrs.
Additional Time Body Support No. 2 Cage Nut Spun Both (2) Sides (Can Be Claimed With B Or C)	DR192133K	1.2 Hrs.
Additional Time Body Support No. 3 Cage Nut Spun Right (Can Be Claimed With B Or C)	DR192133L	1.1 Hrs.
Additional Time Body Support No. 3 Cage Nut Spun Left (Can Be Claimed With B Or C)	DR192133M	1.2 Hrs.
Additional Time Body Support No. 3 Cage Nut Spun Both (Can Be Claimed With B Or C)	DR192133N	1.5 Hrs.
Additional Time If Equipped To Remove Rear Inflatable Seatbelts If The No. 3 Cage Nut Spun (Can Be Claimed With B Or C)	DR192133O	0.1 Hrs.
Additional Time If Equipped To Remove Subwoofer If The No. 3 Cage Nut Spun (Can Be Claimed With B Or C)	DR192133P	0.1 Hrs.
Additional Time If Equipped To Remove Audio Digital Signal Processing (DSP) Module If The No. 3 Cage Nut Spun (Can Be Claimed With B Or C)	DR192133Q	0.1 Hrs.

Repair/Claim Coding

Causal Part:	6006
Condition Code:	42

Service Procedure

For repairs covered by the New Vehicle Limited Warranty, completion of the procedure outlined in this TSB does not require obtaining Prior Approval or completion of a Cost Cap.

1. Visually inspect for engine oil leaks. Are any visible leaks present?

(1). Yes - this article does not apply. Refer to the Workshop Manual (WSM), Section 303-01D.

(2). No - proceed to Step 2.

2. Replace the positive crankcase ventilation (PCV) valve. Refer to WSM, Section 303-08D.

3. Drain the engine oil and remove and replace the oil filter.

4. Fill the engine with 7.4L (7.8 quarts) which is 1L (1 quart) less than the specified fill level.

NOTE: Make sure the vehicle is positioned on a level surface.

5. Run the engine for 3 minutes if hot or 10 minutes if cold. Turn off the engine. Allow for a minimum 15 minute drainback period and record the oil level shown on the oil level indicator by placing a mark on the backside of the oil level indicator.

6. Add the final 1L (1 quart) to complete the normal oil fill. Restart the engine and allow it to idle for 2 minutes. Turn off the engine.

7. After a 15 minute drainback period, record the location of the oil level by placing a mark on the oil level indicator at the new oil level location.

NOTE: Do not use the factory oil level indicator markings for the oil consumption test. Use only the markings applied to the oil level indicator in Steps 5 and 7.

8. Explain to the customer the factory-calibrated marks on the oil level indicator are where the oil should fall after an oil change with the specified fill amount. Explain this may vary between MIN-MAX or the upper and lower holes on the oil level indicator.

9. Record the vehicle mileage.

10. Advise the customer that oil level indicator readings must be taken every 320 km (200 mi) or weekly, using the revised marks as drawn on the oil level indicator. Remind the customer the engine needs a minimum 15

minute drainback for an accurate reading and the oil level indicator must be firmly seated in the tube prior to taking the reading.

11. When the subsequent indicator readings demonstrate a 1 full liter (1 quart) has been used, record the vehicle mileage. Consider the drive cycle the vehicle has been operated under when making this calculation. It may be necessary to have the customer bring the vehicle in for a periodic oil level indicator reading to closely monitor oil usage.

(1). If the vehicle has traveled at least 4,800 km (3,000 mi) and oil consumption has not met or exceeded 1L (1 quart), the vehicle is operating normally and no repairs should be performed.

NOTE: Use only the marks applied to the oil level indicator during Steps 5 and 7 for oil consumption measurements. This is a more precise measurement that eliminates any variability in the markings on the factory oil level indicator.

12. Measure the distance between the mark made in Step 7 and the current oil level on the oil level indicator. Record this measurement in millimeters, the current vehicle mileage obtained in Step 11, and the beginning mileage recorded in Step 9 on the repair order.

13. Does the oil consumption measured exceed 1L (1 quart) in 4,800 km (3,000 mi) or less?

(1). Yes - proceed to Step 14.

(2). No - vehicle is operating normally, no further repairs are necessary. Repair is complete.

14. Replace the engine long block assembly and prepare the original engine to be returned for analysis. Refer to WSM, Section 303-01D.

Exhibit C

TECHNICAL SERVICE BULLETIN
5.0L - Excessive Oil Consumption

19-2338
12 November 2019

This bulletin supersedes 19-2133. Reason for update: New Part/Procedure For Same Condition

Model:

Ford 2018-2019 F-150	Engine: 5.0L

Summary

This article supersedes TSB 19-2133 to update the vehicle model years affected, Service Procedure and Parts List.

Issue: Some 2018-2019 F-150 vehicles equipped with a 5.0L engine may exhibit excessive oil consumption with no visible oil leaks.

Action: Follow the Service Procedure on vehicles that meet all of the following criteria:

- 2018-2019 F-150
- 5.0L engine
- Customer concern of excessive oil consumption with no additional symptoms

Parts

Part Number	Description	Quantity
XO-5W20-Q1SP	Motorcraft® SAE 5W-20 Synthetic Blend Motor Oil (All Markets Except Canada)	As Needed
CXO-5W20-LSP6	Motorcraft® SAE 5W-20 Super Premium Motor Oil (Canada Only)	As Needed

Warranty Status: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

Labor Times

Description	Operation No.	Time
2018-2019 F150 5.0L: Check And Adjust The Engine Oil Level Following The Service Procedure (Do Not Use With Any Other Labor Operations)	192338A	0.3 Hrs.

Repair/Claim Coding

Causal Part:	6006
Condition Code:	42

Service Procedure

Engineering analysis of engine assemblies replaced under warranty for a customer concern of excessive oil consumption has found that the majority of engines did not require replacement. Additional engineering analysis has found that an excessive oil consumption condition may be caused by the powertrain control module (PCM) strategy which purposely closes the throttle plate during the deceleration fuel shut off (DFSO) events resulting in high intake manifold vacuum which can pull oil past the piston rings and into the combustion chamber. To correct the condition, a revised PCM calibration is in the process of being released to adjust the throttle plate opening angle to reduce engine manifold vacuum during DFSO events.

If the only symptom exhibited is excessive oil consumption do not attempt diagnosis or repairs for this condition at this time. The revised calibration is expected to be available December 2019. Monitor OASIS for updates.

1. Check the oil level on the oil level indicator. Add oil as necessary to bring the oil level to the MAX fill line on the oil level indicator.

NOTE: The information in Technical Service Bulletins is intended for use by trained, professional technicians with the knowledge, tools, and equipment to do the job properly and safely. It informs these technicians of conditions that may occur on some vehicles, or provides information that could assist in proper vehicle service. The procedures should not be performed by "do-it-yourselfers". Do not assume that a condition described affects your car or truck. Contact a Ford or Lincoln dealership to determine whether the Bulletin applies to your vehicle. Warranty Policy and Extended Service Plan documentation determine Warranty and/or Extended Service Plan coverage unless stated otherwise in the TSB article. The information in this Technical Service Bulletin (TSB) was current at the time of printing. Ford Motor Company reserves the right to supersede this information with updates. The most recent information is available through Ford Motor Company's on-line technical resources.

Exhibit D

TECHNICAL SERVICE BULLETIN
5.0L - Excessive Oil Consumption

19-2365
05 December 2019

This bulletin supersedes 19-2338. Reason for update: Replace Awareness/Interim Message

Model:

Ford 2018-2020 F-150	Engine: 5.0L

Summary

This article supersedes TSB 19-2338 to update the vehicle model years affected, Service Procedure and Part List.

Issue: Some 2018-2020 F-150 vehicles equipped with a 5.0L engine may exhibit excessive oil consumption of greater than 1L (1 quart) in 4,800 km (3,000 mi) with no visible oil leaks. This may be due to high intake manifold vacuum during some deceleration fuel shut off (DFSO) events resulting in oil being pulled into the combustion chamber from the crankcase, valve guides, and positive crankcase ventilation (PCV). To correct the condition, follow the Service Procedure steps to reprogram the powertrain control module (PCM), install a new engine oil level indicator and change the engine oil and oil filter. The revised PCM calibration reduces engine vacuum during some DFSO events.

Action: Follow the Service Procedure steps to correct the condition on vehicles that meet all of the following criteria:

- 2018-2020 F-150
- 5.0L engine
- Customer concern of excessive oil consumption

Parts

Part Number	Description	Quantity
JL3Z-6750-E	Engine Oil Level Indicator	1
AA5Z-6714-A	Oil Filter	1
XO-5W20-Q1SP	Motorcraft® SAE 5W-20 Synthetic Blend Motor Oil (All Markets Except Canada)	As Required
CXO-5W20-LSP6	Motorcraft® SAE 5W-20 Super Premium Motor Oil (Canada Only)	As Required

Warranty Status: Eligible Under Provisions Of New Vehicle Limited Warranty Coverage Warranty/ESP coverage limits/policies/prior approvals are not altered by a TSB. Warranty/ESP coverage limits are determined by the identified causal part and verified using the OASIS part coverage tool.

Labor Times

Description	Operation No.	Time
2018-2020 F-150 5.0L: Inspect Engine For Oil Leaks Replace The Engine Oil And Filter And Reprogram the PCM Includes Time To replace The Oil Level Indicator If Necessary (Do Not Use With Any Other Labor Operations)	192365A	0.9 Hrs.

Repair/Claim Coding

Causal Part:	6006
Condition Code:	42

Service Procedure

NOTE: Oil usage is normally greater during the first 16,000 km (10,000 mi) in service. As distance traveled increases, oil usage generally improves.

1. Inspect the engine for visible oil leaks. Are any oil leaks present?

(1). Yes - this article does not apply. Refer to the Workshop Manual (WSM), Section 303-00.

(2). No - proceed to Step 2.

2. Is the vehicle built on or before 04-Oct-2019?

(1). Yes - replace the engine oil level indicator. Proceed to Step 3.

- **Note: The new oil level indicator uses a wider 1.9 liter (2 quart) normal operating range. This engine has been fully tested and validated for performance and durability with the oil level within this operating range.**

(2). No - proceed to Step 3.

3. Drain the engine oil and replace the oil filter.

(1). Fill the engine with oil to bring the oil level up to the MAX fill line on the oil level indicator.

4. Reprogram the PCM using the latest software level of the appropriate Ford scan tool.

NOTE: Advise the customer that this vehicle is equipped with an adaptive transmission shift strategy which allows the vehicle's computer to learn the transmission's unique parameters and improve shift quality. When the adaptive strategy is reset, the computer will begin a relearning process. This relearning process may result in firmer than normal upshifts and downshifts for several days.

Exhibit E

Ford Averages over 100 F-150 Pickups Sold per Hour, 24/7

If you wonder how important the F-150 is to Ford, look no further than its insane sales statistics.

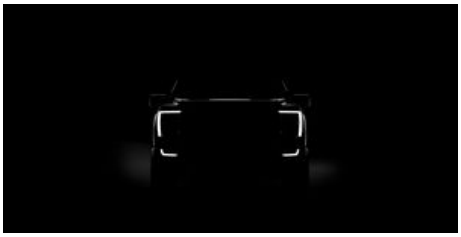
BY JAKE LINGEMAN JUN 23, 2020

FORD

The Ford F-150 is a big deal. So big that if it were its own brand, it would be bigger than McDonald's, according to *Automotive News*. It would also be bigger than 3M, you know, “the multinational conglomerate operating in the fields of industry, worker safety, U.S. health care and consumer goods.” When a new F-150 comes out, like we’ll see this later week, it’s an even bigger deal. Let’s see how big.

For 2018, the average transaction price, according to Kelley Blue Book, for an F-150 was $47,174. Also in 2018, Ford moved more than 909,000 versions of the pickup. That’s almost $43 billion in truck revenue alone.

Related Story



2021 Ford F-150 Teased Ahead of Its June 25 Reveal

Over the past three years, Ford *averaged* about 900,000 F-150's sold per year. If you divide that by 365, it sells 2,486 F-150 trucks per day, every day. That translates to 103 F-150 pickups per hour, 24 hours a day, seven days a week. Ford has sold 1.7 trucks per minute, every minute of the day, for the past three years. That's why the 14th-generation F-150 pickup is such a big deal. Additionally, its two main competitors were both new in 2019.

Let's consider those competitors: Ram averaged 557,000 trucks per year over the last three years, and the Chevy Silverado was slightly higher at 582,000 per year. Those break down to 1.06 trucks per minute and 1.1 trucks per minute, respectively. Some quick math shows America buys roughly four Detroit Three trucks per minute!

Related Story

2018 Ford F-150 Drive Review: Power and Space

The big news with the 13th-gen Ford F-150 was the all-aluminum exterior, which came with its own set of questions, though implied problems never seemed to materialize. The new F-150 will focus on the interior with new infotainment screens and new luxury features, including a sleeper seat. "You can basically live in the

truck," a person familiar the plans said. It will also get over-the-air updates for the first time, following—actually leading—the new Mustang Mach-E.

Want more? Ford just did a study of its F-150 owners—granted, they're already fans—and found that 82% would give up their streaming service for a year before giving up their truck. Also, 79% would give up drinking alcohol, 71% would give up coffee and 47% would give up their phone, though I don't see how that's possible.

So, stay tuned. We're talking to Ford today about the new pickup, and we'll bring all of the information to you later this week.

The 2021 Ford Mustang Mach-E Has Arrived

The New Ford F-150 Tremor Will Be Raptor Lite

2021 Ford Bronco Sport: A Gifted Ground Pounder

Ford, Jeep Look to Enthusiasts For Next Big Thing

Formula Drift Made It Thru 2020, the Better For It

Formula Drift Finalizes Funky Season

Age and Youth Team Up to Win in Baja

'Quick Spin' Roundup with a Shelby GT350 and more!

Exhibit F

2020 FORD F-150
TECHNICAL SPECIFICATIONS

BODY

Construction/materials	High strength steel frame, aluminum cabin and bed
Body style	Body on frame, Regular Cab, SuperCab, SuperCrew®
Trim levels	XL, XLT, Lariat, King Ranch,® Platinum, Limited
Final assembly location	Dearborn Truck Plant, Kansas City Assembly

DRIVETRAIN

Layout standard	Front engine, rear wheel drive
Layout optional	Front engine, electronically-controlled 4x4 Front engine, electronically-controlled 4x4 with electronic locking differential

ENGINES

	3.3L Ti-VCT V6 FFV	2.7L EcoBoost V6	5.0L V8
Configuration	Naturally-aspirated V6, overhead cams	Twin-turbocharged and intercooled V6, overhead cams	Naturally-aspirated V8, overhead cams
Block/Head material	Aluminum block, aluminum heads	Compacted graphite iron block, aluminum heads	Aluminum block, aluminum heads
Displacement	3.3 liters (204 cubic inches)	2.7 liters (164 cubic inches)	5.0 liters (307 cubic inches)
Bore x stroke	3.56 inches x 3.41 inches	3.267 inches x 3.267 inches	3.66 inches x 3.65 inches
Compression ratio	12:1	10.3:1	12:1
Valvetrain	Direct acting mechanical bucket	Roller finger follower	Roller finger follower
Ignition system	Coil on plug	Coil on plug	Coil on plug
Recommended fuel	Regular unleaded or E85	Regular unleaded	Regular unleaded or E85
Fuel delivery	Port fuel injection and direct injection	Port fuel injection and direct injection	Port fuel delivery and direct injection
Engine control system	Multicore powertrain control module	Electronic	Electronic
Oil capacity/grade	6 quarts	6 quarts	8.85 quarts
Coolant capacity	12.86 liters	14.3 liters	13.2 liters
SAE Horsepower	290 hp @6,500 rpm	325 hp @5,000 rpm	395 hp @5,750 rpm
SAE Torque	265 lb.-ft.@4,000 rpm	400 lb-ft @2,750 rpm	400 lb.-ft. @4,500 rpm

	3.5L EcoBoost V6	3.0L Power Stroke® V6	High Output 3.5L EcoBoost V6
Configuration	Twin-turbocharged and intercooled V6, overhead cams	Single turbocharged and intercooled V6 diesel	Twin-turbocharged and intercooled V6, overhead cams
Block/Head material	Aluminum block, aluminum heads	Compacted graphite iron block, aluminum heads	Aluminum block, aluminum heads
Displacement	3.5 liters (213 cubic inches)	3.0 liters (182.5 cubic inches)	3.5 liters (213 cubic inches)
Bore x stroke	3.64 inches x 3.41 inches	3.31 inches x 3.54 inches	3.64 inches x 3.41 inches
Compression ratio	10.5:1	16:1	10.0:1
Valvetrain	Roller finger follower	Roller finger follower	Roller finger follower
Ignition system	Coil on plug	Compression	Coil on plug
Recommended fuel	Regular unleaded	Ultra low sulfer diesel or up to B20 compatible	Premium unleaded
Fuel delivery	Port fuel injection with direct injection	Common rail	Port fuel injection with direct injection
Engine control system	Electronic	Multicore powertrain control module	Electronic
Oil capacity/grade	6 quarts	6.5 quarts	6 quarts
Coolant capacity	14.35 liters	13 liters	14.35 liters
SAE Horsepower	375 hp @5,000 rpm	250 hp @3,250 rpm	450 hp @5,000 rpm
SAE Torque	470 lb.-ft. @3,500 rpm	440 lb.-ft. @1,750 rpm	510 lb.-ft. @3,500 rpm

TRANSMISSIONS

		10-Speed SelectShift® Automatic	6-Speed SelectShift® Automatic
Configuration		Electronically controlled hydraulic 10 speed automatic	Electronically controlled hydraulic 6-speed automatic
Gear Ratios	First	4.696	4.171
	Second	2.985	2.344
	Third	2.146	1.521
	Fourth	1.769	1.143
	Fifth	1.520	0.867
	Sixth	1.275	0.691
	Seventh	1.000	—
	Eighth	0.854	—
	Ninth	0.689	—
	Tenth	0.636	—
	Reverse	4.866	3.403

SUSPENSION

Front configuration	Independent double-wishbone with coil-over shock and stamped lower control arm
Front shock absorber type	Heavy-duty gas-pressurized
Rear configuration	Leaf spring/solid axle
Rear shock absorber type	Heavy-duty gas-pressurized

STEERING

Electric Power-Assisted

BRAKES

Front Type	Power anti-lock vented disc
Front rotor/drum diameter/thickness/material	350 mm x 34 mm, Iron
Front caliper configuration	2 x 54mm Sliding Caliper
Front pad material	FER9
Front Swept area	51547.25 mm^2
Rear type	Power anti-lock vented disc
Rear rotor	336mm x 24, Iron, (8.8 axle less 5.0-liter Ti-VCT V8) 347 mm x 24, Iron (9.75, 8.8 axle w/5.0-liter Ti-VCT V8)
Rear caliper configuration	1X54 Sliding eIPB
Rear pad material	GA9101s
Rear swept area	40997.78mm^2 (all configurations)
Parking/Emergency Brake	Electronic parking brake

FUEL CAPACITY

	Regular Cab	SuperCab	SuperCrew®
Standard Range	23 gallons	23 gallons	26 gallons
Extended Range	36 gallons*	36 gallons	36 gallons

SAFETY/CONTROL SYSTEMS

ABS/Stability control	Four-Wheel Anti-Lock Brakes, AdvanceTrac® with Roll Stability Control™ (RSC®)
Airbags	Front, Driver and passenger Front, Driver and passenger seat-mounted side Safety Canopy® side curtains
Chassis safety	Tire Pressure Monitoring System (TPMS), SOS Post-Crash Alert System™
Active driver assist	Curve Control, Lane-Keeping System, Lane Departure Warning, Adaptive Cruise Control with Stop-and-Go, BLIS® (Blind Spot Information System) with Cross-Traffic Alert and Trailer Tow Monitoring

*Not available with 122" WB.

LIGHTING

Headlamps	Quad Beam LED Headlamps with Daytime Running Lamps (optional), Standard Halogen Headlamps
Taillamps	LED Taillamps (optional), Standard Halogen Taillamps
Aux	Daytime Running Lamps, Cargo Lamp, Integrated Marker Lights (optional), Tailgate LED (optional), LED Side-Mirror Spotlights (optional), LED cargo box lights (optional), Halogen or LED fog lamps (optional)

EXTERIOR DIMENSIONS (INCHES UNLESS OTHERWISE NOTED)

	5.5-ft. Styleside		6.5-ft. Styleside		8.0-ft. Styleside	
REGULAR CAB	4x2	4x4	4x2	4x4	4x2	4x4
Wheelbase	NA	NA	122.4	122.4	141.1	141.1
Overall length	NA	NA	209.3	209.3	227.9	227.9
Cab height	NA	NA	75.5	76.9	75.1	76.9
Width - Excluding mirrors	NA	NA	79.9	79.9	79.9	79.9
Width - Including standard mirrors	NA	NA	96.8	96.8	96.8	96.8
Width - Standard Mirrors folded	NA	NA	83.5	83.5	83.5	83.5
Width - Including trailer tow mirrors	NA	NA	105.9	105.9	105.9	105.9
Width - Trailer tow mirrors folded	NA	NA	85.5	85.5	85.5	85.5
Track width - Front	NA	NA	67.6	67.6	67.6	67.6
Track width - Rear	NA	NA	67.6	67.6	67.6	67.6
Overhang - Front	NA	NA	37.8	37.8	37.8	37.8
Overhang - Rear	NA	NA	49.1	49.1	49.1	49.1
Angle of approach	NA	NA	24.8°	24.8°	24.1°	25.7°
Angle of departure	NA	NA	24.6°	27.1°	24.7°	26.8°
Ramp breakover angle	NA	NA	22.1°	24.7°	19.3°	22.1°
Ground clearance	NA	NA	8.8	9.4	8.6	9.4
Open tailgate to ground	NA	NA	34.7	36.9	34.8	36.5
Front bumper to back of cab	NA	NA	121.5	121.5	121.5	121.5

	5.5-ft. Styleside		6.5-ft. Styleside		8.0-ft. Styleside	
SUPERCAB	4x2	4x4	4x2	4x4	4x2	4x4
Wheelbase	NA	NA	145.0	145.0	163.7	163.7
Overall length	NA	NA	231.9	231.9	250.5	250.5
Cab height	NA	NA	75.5	77.2	75.5	77.0
Width - Excluding mirrors	NA	NA	79.9	79.9	79.9	79.9
Width - Including standard mirrors	NA	NA	96.8	96.8	96.8	96.8
Width - Standard Mirrors folded	NA	NA	83.5	83.5	83.5	83.5
Width - Including trailer tow mirrors	NA	NA	105.9	105.9	105.9	105.9
Width - Trailer tow mirrors folded	NA	NA	85.5	85.5	85.5	85.5
Track width - Front	NA	NA	67.6	67.6	67.6	67.6
Track width - Rear	NA	NA	67.6	67.6	67.6	67.6
Overhang - Front	NA	NA	37.8	37.8	37.8	37.8
Overhang - Rear	NA	NA	49.1	49.1	49.1	49.1
Angle of approach	NA	NA	24.4°	25.8°	24.5°	26.1°
Angle of departure	NA	NA	24.0°	26.1°	24.4°	26.0°
Ramp breakover angle	NA	NA	18.5°	21.1°	16.8°	19.0°
Ground clearance	NA	NA	8.7	9.4	8.7	9.3
Open tailgate to ground	NA	NA	34.1	35.9	34.5	35.7
Front bumper to back of cab	NA	NA	144.1	144.1	144.1	144.1

EXTERIOR DIMENSIONS (INCHES UNLESS OTHERWISE NOTED)

	5.5-ft. Styleside		6.5-ft. Styleside		8.0-ft. Styleside	
SUPERCREW®	4x2	4x4	4x2	4x4	4x2	4x4
Wheelbase	145.0	145.0	156.8	156.8	NA	NA
Overall length	231.9	231.9	243.7	243.7	NA	NA
Cab height	75.6	77.2	75.7	77.3	NA	NA
Width - Excluding mirrors	79.9	79.9	79.9	79.9	NA	NA
Width - Including standard mirrors	96.8	96.8	96.8	96.8	NA	NA
Width - Standard Mirrors folded	83.5	83.5	83.5	83.5	NA	NA
Width - Including trailer tow mirrors	105.9	105.9	105.9	105.9	NA	NA
Width - Trailer tow mirrors folded	85.5	85.5	85.5	85.5	NA	NA
Track width - Front	67.6	67.6	67.6	67.6	NA	NA
Track width - Rear	67.6	67.6	67.6	67.6	NA	NA
Overhang - Front	37.8	37.8	37.8	37.8	NA	NA
Overhang - Rear	49.1	49.1	49.1	49.1	NA	NA
Angle of approach	24.1°	25.5°	23.8°	25.5°	NA	NA
Angle of departure	23.8°	26.0°	24.5°	26.4°	NA	NA
Ramp breakover angle	18.3°	21.0°	17.2°	19.7°	NA	NA
Ground clearance	8.5	9.4	8.4	9.3	NA	NA
Open tailgate to ground	34.0	35.7	34.6	36.1	NA	NA
Front bumper to back of cab	155.9	155.9	155.9	155.9	NA	NA

INTERIOR DIMENSIONS (INCHES UNLESS OTHERWISE NOTED)

	Regular Cab	SuperCab	SuperCrew
Seating	3	5, 6	5,6
Front headroom	40.8	40.8	40.8
Front leg room SAE ("max" is currently listed)	43.9	43.9	43.9
Front shoulder room	66.7	66.7	66.7
Front hip room	62.5	62.5	62.5
Rear head room	N/A	40.3	40.4
Rear leg room SAE ("max" is currently listed)	N/A	33.5	43.6
Rear shoulder room	N/A	65.8	65.9
Rear hip room	N/A	64.7	64.7

CARGO CAPACITIES (INCHES UNLESS OTHERWISE NOTED)

	5.5-ft. Styleside	6.5-ft. Styleside	8.0-ft. Styleside
Inside Length (at floor)	67.1	78.9	97.6
Width between wheelhouses	50.6	50.6	50.6
Inside Height	21.4	21.4	21.4
Cargo box volume	52.8 cu. ft.	62.3 cu. ft.	77.4 cu. ft.

WHEELS

Standard	17-inch Silver-Painted Steel Wheels
Optional	17-inch Silver-Painted Aluminum Wheels
	18-inch Machined-Aluminum Wheels with Flash Gray Pockets and Caribou King Ranch® Logo Ornaments
	18-inch Chrome-Like PVD Wheels
	18-inch Machined-Aluminum Wheels with Flash Gray Pockets
	18-inch silver aluminum HD payload pkg wheel
	18-inch Six-Spoke Machined-Aluminum Wheels with Magnetic-Painted Pockets
	20-inch Chrome-Like PVD Wheels
	20-inch Six-Spoke Premium Painted Aluminum Wheels
	20-inch low-gloss black premium painted wheels
	20-inch Chrome-Like PVD Wheels with Caribou King Ranch® Logo Ornaments
	20-inch Machined-Aluminum Wheels with Light Caribou-Painted Pockets and Caribou Color King Ranch® Logo Ornaments
	20-inch Machined Aluminum with Magnetic painted pockets
	20-inch Polished Aluminum Wheels
	22-inch Polished Aluminum Wheels

MAXIMUM PAYLOAD (LBS.)

REGULAR CAB	GVWR (lbs.)	122.4" WB 4x2	122.4" WB 4x4	141.1" WB 4x2	141.1" WB 4x4
2.7L EcoBoost® V6	6,070	1,860	–	–	–
2.7L EcoBoost V6	6,210	–	1,730	–	–
2.7L EcoBoost V6	6,220	–	–	1,910	–
2.7L EcoBoost V6	6,500	–	–	–	1,910
2.7L EcoBoost V6	6,900	–	–	2,470*	-
2.7L EcoBoost V6	6,800	–	–	–	2,110*
3.3L Ti-VCT V6	6,100	1,990	–	–	–
3.3L Ti-VCT V6	6,120	–	1,740	–	–
3.3L Ti-VCT V6	6,170	–	–	1,950	–
3.3L Ti-VCT V6	6,390	–	–	1,920	–
3.5L EcoBoost V6	7,050	–	–	2,610	2,350
3.5L EcoBoost V6	7,600	–	–	3,000**	2,780**
3.5L EcoBoost V6	7,850	–	–	3,230**	3,000**
5.0L Ti-VCT V8	6,200	1,900	–	–	–
5.0L Ti-VCT V8	6,400	–	1,830	–	–
5.0L Ti-VCT V8	6,750	–	–	2,340	–
5.0L Ti-VCT V8	6,950	–	–	–	2,290
5.0L Ti-VCT V8	7,600	–	–	3,040**	2,810**
5.0L Ti-VCT V8	7,850	–	–	3,270**	3,040**

SUPERCAB	GVWR (lbs.)	145.0" WB 4x2	145.0" WB 4x4	163.7" WB 4x2	163.7" WB 4x4
2.7L EcoBoost V6	6,400	1,860	–	–	–
2.7L EcoBoost V6	6,500	–	1,640	1,800	–
2.7L EcoBoost V6	6,750	2,120*	–	–	–
2.7L EcoBoost V6	6,900	–	–	2,170*	–
2.7L EcoBoost V6	7,000	–	2,110*	–	–
3.3L Ti-VCT V6	6,300	1,840	–	–	–
3.3L Ti-VCT V6	6,500	–	1,780	–	–
3.5L EcoBoost V6	6,900	2,260	–	–	–
3.5L EcoBoost V6	7,050	–	2,150	2,250	1,980
3.5L EcoBoost V6	7,600	–	–	2,710**	2,470**
3.5L EcoBoost V6	7,850	–	–	2,950**	2,700**
5.0L Ti-VCT V8	6,900	2,320	–	–	–
5.0L Ti-VCT V8	7,050	–	2,200	–	–
5.0L Ti-VCT V8	7,000	–	–	2,290	2,020
5.0L Ti-VCT V8	7,600	–	–	2,740**	2,500**
5.0L Ti-VCT V8	7,850	–	–	2,980**	2,730**
3.0L Power Stroke® V6	7,050	1,940	1,760	–	–

*Requires 2.7L EcoBoost® V6 Payload Package.
**Requires Heavy Duty Payload Package with 18" wheels.

MAXIMUM PAYLOAD (LBS.)

SUPERCREW®	GVWR (lbs.)	145.0" WB 4x2	145.0" WB 4x4	156.8" WB 4x2	156.8" WB 4x4
2.7L EcoBoost® V6	6,360	1,710	–	–	–
2.7L EcoBoost V6	6,500	–	–	1,820	–
2.7L EcoBoost V6	6,600	–	1,690	–	–
2.7L EcoBoost V6	6,650	1,940*	–	–	–
2.7L EcoBoost V6	6,800	–	–	2,060*	–
2.7L EcoBoost V6	6,900	–	1,950*	–	–
3.3L Ti-VCT V6	6,280	1,700	–	–	–
3.3L Ti-VCT V6	6,500	–	1,680	–	–
3.5L EcoBoost V6	6,750	2,040	–	–	–
3.5L EcoBoost V6	7,000	–	2,030	2,240	–
3.5L EcoBoost V6	7,050	–	–	–	2,030
3.5L EcoBoost V6	7,600	–	–	2,630**	2,390**
3.5L EcoBoost V6	7,850	–	–	2,870**	2,620**
5.0L Ti-VCT V8	6,800	2,140	–	-	–
5.0L Ti-VCT V8	6,950	–	–	2,260	–
5.0L Ti-VCT V8	7,000	–	2,080	–	–
5.0L Ti-VCT V8	7,050	–	–	–	2,080
5.0L Ti-VCT V8	7,600	–	–	2,660**	2,410**
5.0L Ti-VCT V8	7,850	–	–	2,890**	2,640**
3.0L Power Stroke® V6	7,050	1,900	1,720	1,860	–
3.0L Power Stroke V6	7,100	–	–	–	1,720
H.O. 3.5L EcoBoost® V6 (Limited)	6,750	1, 520	1,270		

*Requires 2.7L EcoBoost® V6 Payload Package.
**Requires Heavy Duty Payload Package with 18" wheels.

MAXIMUM CONVENTIONAL TOWING CAPABILITIES (LBS.)

REGULAR CAB	Axle Ratio	GVWR (lbs.)	122.4" WB 4x2	122.4" WB 4x4	141.1" WB 4x2	141.1" WB 4x4
2.7L EcoBoost® V6	3.55	12,200	7,600	–	–	–
2.7L EcoBoost V6	3.55	12,300	–	–	7,600	–
2.7L EcoBoost V6	3.55	12,500	–	7,600	–	–
2.7L EcoBoost V6	3.55	12,600	–	–	–	7,600
2.7L EcoBoost V6	3.73	13,300	–	8,400	–	8,300
2.7L EcoBoost V6	3.73	13,100	8,500	–	–	–
2.7L EcoBoost V6	3.73	13,200	–	–	8,500	–
3.3L Ti-VCT V6	3.55	9,500	5,100	–	-	–
3.3L Ti-VCT V6	3.55	9,600	–	–	5,000	–
3.3L Ti-VCT V6	3.55	9,700	–	5000	–	–
3.3L Ti-VCT V6	3.73	12,100	7,700	–	–	–
3.3L Ti-VCT V6	3.73	12,200	–	7,500	7,600	7,400
3.5L EcoBoost V6	3.15	15,500	–	–	10,700	–
3.5L EcoBoost V6	3.15	15,800	–	–	–	10,700
3.5L EcoBoost V6	3.55	17,000	–	–	12,100	–
3.5L EcoBoost V6	3.55	17,100	–	–	–	12,000
5.0L Ti-VCT V8	3.15/3.31	13,000	8,300	–	–	–
5.0L Ti-VCT V8	3.15/3.31	13,200	–	8,300	–	–
5.0L Ti-VCT V8	3.15/3.31	13,900	–	–	9,100	–
5.0L Ti-VCT V8	3.15/3.31	14,100	–	–	–	9,100
5.0L Ti-VCT V8	3.55	13,800	9,100	–	–	–
5.0L Ti-VCT V8	3.55	14,900	–	–	10,100	–
5.0L Ti-VCT V8	3.73	14,600	–	9,700	–	–
5.0L Ti-VCT V8	3.73	16,200	–	–	–	11,100

MAXIMUM CONVENTIONAL TOWING CAPABILITIES (LBS.)

SUPERCAB	Axle Ratio	GVWR (lbs.)	145.0" WB 4x2	145.0" WB 4x4	163.7" WB 4x2	163.7" WB 4x4
2.7L EcoBoost® V6	3.55	12,600	7,700	–	7,500	–
2.7L EcoBoost V6	3.55	12,800	–	7,600	–	–
2.7L EcoBoost V6	3.73	13,300	8,400	8,100	8,200	–
3.3L Ti-VCT V6	3.55	9,800	5,000	–	–	–
3.3L Ti-VCT V6	3.73	12,500	–	7,400	–	–
3.3L Ti-VCT V6	3.73	12,200	7,400	–	–	–
3.5L EcoBoost V6	3.15	15,800	10,700	–	–	–
3.5L EcoBoost V6	3.15	15,900	–	–	10,700	–
3.5L EcoBoost V6	3.31	16,000	–	10,700	–	–
3.5L EcoBoost V6	3.31	16,200	–	–	–	10,700
3.5L EcoBoost V6	3.55	17,100	12,000	11,800	11,900	11,600
5.0L Ti-VCT V8	3.15/3.31	14,200	9,200	–	–	–
5.0L Ti-VCT V8	3.31	14,300	–	9,100	9,200	–
5.0L Ti-VCT V8	3.31	14,400	–	–	–	9,000
5.0L Ti-VCT V8	3.55	14,400	–	9,100	–	–
5.0L Ti-VCT V8	3.55	14,500	–	–	–	9,100
5.0L Ti-VCT V8	3.55	15,200	10,200	–	–	–
5.0L Ti-VCT V8	3.55	15,300	–	–	10,200	–
5.0L Ti-VCT V8	3.73	16,600	–	–	–	11,200
5.0L Ti-VCT V8	3.73	16,500	–	11,300	–	–
3.0L Power Stroke® V6	3.31	15,700	10,100	–	–	–
3.0L Power Stroke V6	3.31/3.55	15,900	–	10,100	–	–
3.0L Power Stroke V6	3.55	17,100	11,400	11,100	–	–

MAXIMUM CONVENTIONAL TOWING CAPABILITIES (LBS.)

SUPERCREW®	Axle Ratio	GVWR (lbs.)	145.0" WB 4x2	145.0" WB 4x4	156.8" WB 4x2	156.8" WB 4x4
2.7L EcoBoost® V6	3.55	12,700	7,700	-	7,600	-
2.7L EcoBoost V6	3.55	12,900	-	7,600	-	-
2.7L EcoBoost V6	3.73	13,300	8,200	8,000	8,200	-
3.3L Ti-VCT V6	3.55	9,900	5,000	-	-	-
3.3L Ti-VCT V6	3.73	12,300	7,400	-	-	-
3.3L Ti-VCT V6	3.73	12,600	-	7,400	-	-
3.5L EcoBoost V6	3.15	15,800	10,600	-	-	-
3.5L EcoBoost V6	3.15	15,900	-	-	10,700	-
3.5L EcoBoost V6	3.31	16,100	-	10,700	-	-
3.5L EcoBoost V6	3.55	16,100	-	-	-	10,700
3.5L EcoBoost V6	3.55	18,400	-	-	-	13,000
3.5L EcoBoost V6	3.55	17,900	12,700	-	-	-
3.5L EcoBoost V6	3.55	18,100	-	12,700	-	-
3.5L EcoBoost V6	3.55	18,400	-	-	13,200	-
5.0L Ti-VCT V8	3.15/3.31	14,200	9,200	-	9,100	-
5.0L Ti-VCT V8	3.31	14,300	-	9,000	-	-
5.0L Ti-VCT V8	3.55	14,400	-	9,100	-	-
5.0L Ti-VCT V8	3.55	14,500	-	-	-	9,100
5.0L Ti-VCT V8	3.55	15,200	10,200	-	10,100	-
5.0L Ti-VCT V8	3.73	16,200	-	10,900	-	-
5.0L Ti-VCT V8	3.73	16,900	-	-	-	11,600
3.0L Power Stroke® V6	3.31	15,800	10,200		10,100	
3.0L Power Stroke V6	3.31/3.55	16,000		10,100		
3.0L Power Stroke V6	3.31/3.55	16,100				10,100
3.0L Power Stroke V6	3.55	17,100	11,100	10,700	11,400	11,000
H.O. 3.5L EcoBoost® V6 (Limited)	3.55	16,700	11,100	9,300		

TECHNOLOGY

Available on-road	AdvanceTrac® with Roll Stability Control™, Blind Spot Information System with Trailer Coverage, Curve Control, Lane-Keeping System, Adaptive Cruise Control, Pre-Collision Assist with Automatic Emergency Braking, In Cabin: 8" Productivity Screen, SiriusXM Satellite Radio, B&O PLAY premium audio system with single-CD and HD Radio™, SYNC® 3, SYNC® Connect with WiFi® hotspot, Voice-activated Navigation with SiriusXM Traffic and Travel Link®, 360-Degree Camera with Split-View Display
General	Intelligent Access with push-button start, Remote Starter System, LED headlamps, LED tail lamps, Securicode™, rain sensing wipers, MyKey®, Rear View Camera with Dynamic Hitch Assist, Pro Trailer Backup Assist, SOS Post-Crash Alert System™

WARRANTY

Bumper-to-bumper	3 years/36,000 miles
Powertrain	5 years/60,000 miles
Aluminum body panels	5 years/unlimited miles
Corrosion - sheetmetal (Perforation only excluding aluminum)	5 years/unlimited miles
Paint Adhesion	5 years/unlimited miles
Roadside assistance	5 years/60,000 miles
Diesel Engine	6 years/100,000 miles

Exhibit G

NORMAL SCHEDULED MAINTENANCE

Intelligent Oil-Life Monitor

Your vehicle comes with an Intelligent Oil-Life Monitor that determines when you should change the engine oil based on how you use your vehicle. By using several important factors in its calculations, the monitor helps reduce the cost of owning your vehicle and reduces environmental waste at the same time.

This means you do not have to remember to change the oil on a mileage-based schedule. Your vehicle lets you know when an oil change is due by displaying a message in the information display.

The following table provides examples of vehicle use and its impact on oil change intervals. It is a guideline only. Actual oil change intervals depend on several factors and generally decrease with severity of use.

When to Expect the OIL CHANGE REQUIRED Message	
Interval	**Vehicle Use and Example**
7500–10000 mi (12,000–16,000 km)	**Normal**
	Normal commuting with highway driving No, or moderate, load or towing Flat to moderately hilly roads No extended idling
5000–7500 mi (8,000–12,000 km)	**Severe**
	Moderate to heavy load or towing Mountainous or off-road conditions Extended idling Extended hot or cold operation
3000–5000 mi (5,000–8,000 km)	**Extreme**
	Maximum load or towing Extreme hot or cold operation

Normal Maintenance Intervals

At Every Oil Change Interval as Indicated by the Information Display[1]
Change engine oil and filter.[2]
Rotate tires, inspect tire wear and measure tread depth.
Perform a multi-point inspection (recommended).
Inspect the automatic transmission fluid level (if equipped with dipstick).

Inspect the brake pads, shoes, rotors, drums, brake linings, hoses and parking brake.
Inspect the engine cooling system strength and hoses.
Inspect the exhaust system and heat shields.
Inspect front axle and U-joints. Lubricate if equipped with grease fittings (Four–wheel drive vehicles).
Inspect the half-shaft boots.
Inspect the steering linkage, ball joints, suspension, tire-rod ends, driveshaft and U-joints. Lubricate any areas with grease fittings.
Inspect the wheels and related components for abnormal noise, wear, looseness or drag.
Fuel and water separator. Drain if necessary (or if indicated by the information display).
Refill the diesel exhaust fluid tank.
Inspect the air filter restriction gauge. Replace the filter if necessary.

[1] Do not exceed one year or 10000 mi (16,000 km) between service intervals.

[2] Reset the Intelligent Oil-Life Monitor after engine oil and filter changes. See Oil Change Indicator Reset.

Brake Fluid Maintenance[1]	
Every 3 Years	Change brake fluid.[2]

[1] Perform this maintenance item every 3 years. Do not exceed the designated time for the interval.
[2]Brake fluid servicing requires special equipment available at your authorized dealer.

Other Maintenance Items [1]	
Every 20000 mi (32,000 km)	Replace the cabin air filter.
Every 30000 mi (48,000 km)	Replace the engine air filter.
	Replace the engine-mounted and frame-mounted fuel filters (Diesel Only).
Every 100000 mi	Replace the spark plugs.

	Change the automatic transmission fluid and filter.
Every 150000 mi (240,000 km)	Change the front axle fluid (Four-wheel drive vehicles).
	Change the rear axle fluid.
	Change the transfer case fluid (Four-wheel drive vehicles).
	Replace the accessory drive belt(s).
	Replace the fuel pump drive belt (Diesel Only).
	Replace the timing belt (Diesel Only).
At 200000 mi (322,000 km)	Change the engine coolant. [3]

[1] Perform these maintenance items within 3000 mi (4,800 km) of the last engine oil and filter change. Do not exceed the designated distance for the interval.

[2] After initial inspection, inspect every other oil change until replaced.

[3] Initial replacement at 10 years or 200000 mi (322,000 km), then every five years or 100000 mi (160,000 km).

Exhibit H

The development and chronology of autmobile emissions reductions efforts in the United States

By EHSO.com, the site for free, objective, practical information about the environment, health and safety in 2021!

The development and chronology of autmobile emissions reductions efforts in the United States

Automobile Emissions Reduction Efforts in the U.S. - Chronology

Back to the Table of Contents page for information on many other subjects! (http://www.ehso.com/contents.php)

United States Environmental Protection Agency
Air and Radiation
Office of Mobile Sources (http://www.ehso.com/ehsoepa.php?PAGGE=/auto-emissions_chronol.htm&NAME=Office of Mobile Sources&URL=http%3A%2F%2Fwww.epa.gov/oms/)
EPA420-F-99-017
May 1999
NOTE: The on-line version of this document has been provided for your convenience, although it does not meet EPA graphic standards. Please see the Adobe Acrobat Portable Document Format (PDF (http://www.ehso.com/ehso-epapdf.php?PAGGE=/auto-emissions_chronol.htm&NAME=PDF&URL=http%3A%2F%2Fwww.epa.gov/oms/consumer/f99017.pdf)) version or the original for the correct formatting and layout. The information is unchanged from the original.

Emission Facts

The History of Reducing Tailpipe Emissions

1970-1975: The First Standards In 1970, Congress passes the Clean Air Act, which called for the first tailpipe emissions standards. The pollutants controlled are carbon monoxide (CO), volatile organic compounds (VOC), and oxides of nitrogen (NOx). The new standards go into effect in 1975 with a NOx standard for cars and light-duty trucks of 3.1 grams per mile (gpm).

1977-1988: Tightening Standards for the First Time In 1977, Congress amends the Clean Air Act and tightens emission standards again in two step rs is reduced to 1.0 gpm. Effectiv e in 1988, EPA then sets the first

1990-1994: Tier 1 In 1990, Congress again amends the Clean Air Act, further tightening emission standards. The NOx standard is set at 0.6 gpm for cars, effective in 1994. The new standard called "Tier 1"is a 40 percent reduction from the 1981 standard. For trucks, the new standard ranges from 0.6 to 1.53 gpm, depending on the weight of the vehicle.

The Clean Air Act Amendments of 1990 also require EPA to assess the air quality need, cost effectiveness, and feasibility of tighter emission standards for the 2004 model year and beyond.

1998: Voluntary Agreement For Cleaner Cars In 1998, the Clinton Administration with the auto industry and the Northeast states strike an innovative, voluntary agreement to put cleaner cars on the road before they could be mandated under the Clean Air Act. The new cars are called National Low Emission Vehicles (NLEV). The first NLEV cars under the agreement reach consumers in New England in 1999 and will reach the rest of the country in 2001. NLEV cars operate with a NOx standard of 0.3 gpm, a 50 percent reduction from Tier 1 standards. The NLEV agreement also calls for a 0.5 gpm NOx standard for lighter trucks only, a 17 percent reduction from Tier 1 requirements for these vehicles.

In 1998, as required by the Clean Air Act Amendments of 1990, EPA issues the Tier 2 Report to Congress. The report contains strong evidence of the need, cost-effectiveness and feasibility for tighter tailpipe emission standards in the future beginning in 2004. Three main factors support EPA's decision:

> 1) currently vehicles make up 30 percent of smog-forming emissions nationally, and because the number of miles driven is increasing (up 127 percent since 1970) they will continue to be a significant contributor to pollution;
> 2) larger vehicles like SUVs, that currently do not meet the same standards as cars, pollute 3-5 times as much and make up 50 percent of the vehicles sold today; and
>
> 3) the technology to meet tighter standards is available and cost-effective.

In 1998, EPA also determines that sulfur reductions in gasoline are needed to enable the full performance of low emission-control devices.

1999: Tier 2 In 1999, EPA proposes Tier 2 tailpipe emissions standards beginning in 2004the first time both cars and light-duty trucks are subject to the same national pollution control system. The new standard is 0.07 gpm for NOx, a 77-86 percent reduction for cars and a 92-95 percent reduction for trucks beyond the NLEV agreement. EPA also proposes a reduction in average sulfur levels to 30 parts per million (ppm) (maximum of 80 ppm) to achieve the full performance of vehicle emission control technologies.

As part of these new standards, EPA has included several measures to ensure maximum flexibility and cost-effectiveness. These flexibilities include:

- allowing averaging to meet both the car emission and gasoline sulfur standards;
- allowing extra time for larger vehicles between 6000 and 8500 pounds and smaller refiners to meet their respective standards; and
- allowing for a market-based credit trading-and-banking system for both industries to reward those who lead the way in reducing pollution.

Cars

Year	1975	1977	1981	1994	1999	2004-2009
NOx Standard (gpm)	3.1	2.0	1.0	0.6	0.3	0.07
NOx Reduced (from previous standard		35%	50%	40%	50%	77%

Smaller SUVs, Minivans, and Light Trucks (Less that 6000 lbs)

Year	1975	1979	1988	1994	1999	2004-2009
NOx Standard (gpm)	3.1	2.3	1.2	0.6	0.5	0.07
NOx Reduced (from previous standard		26%	48%	50%	17%	86%

Larger SUVs, Vans, and Heavier Trucks (Between 6000 and 8500 lbs)

Year	1988	1994	2004-2007	2008-2009
NOx Standard (gpm)	1.7	1.53	0.2	0.07
NOx Reduced (from previous standard		10%	87%	65% or 95% from 1994 standard

For More Information

Document information is also available by writing to:

Tier 2 Team
U.S. Environmental Protection Agency
Office of Mobile Sources
2000 Traverwood Drive
Ann Arbor, MI 48105

Exhibit I

SUSTAINABILITY 2020

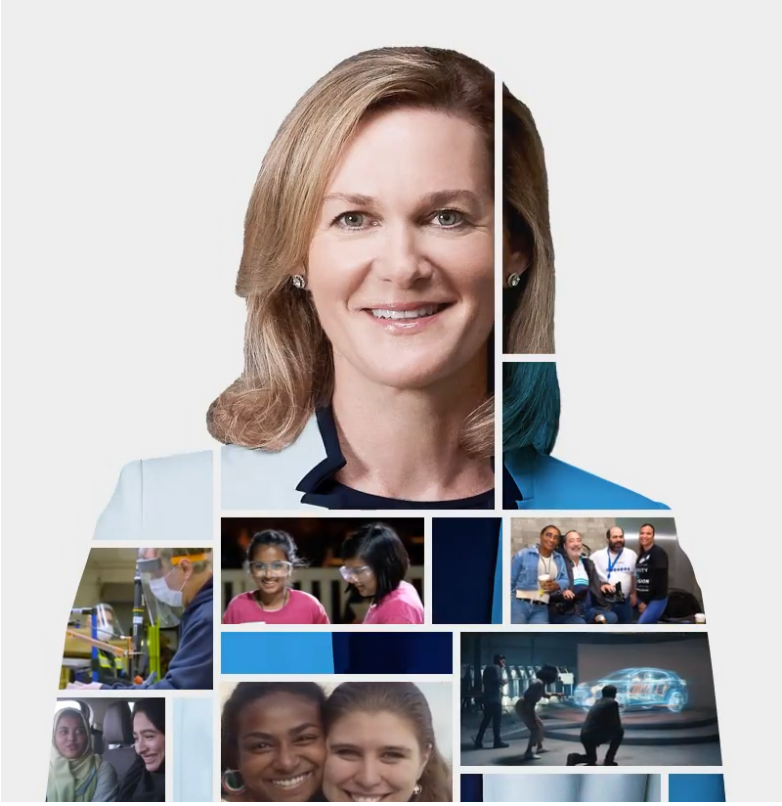
PUTTING PEOPLE FIRST (index.html)

People drive our success: our skilled employees, our dedicated dealers, suppliers and partners, our local communities and our valued customers. They are front and center of everything we do to drive human progress.

THE HEART OF FORD'S GLOBAL COMMUNITY WORK IS MAKING PEOPLE'S LIVES BETTER. OUR EMPLOYEES ARE THE BACKBONE OF THIS WORK, AND THEIR VALUES IN GIVING BACK AND CARING FOR OTHERS DRIVE THIS MISSION. SUPPORTING THE COMMUNITIES WHERE WE LIVE AND WORK THROUGH MENTORSHIP, SERVICE AND PARTNERSHIP PROGRAMS IS WHAT MAKES FORD A SPECIAL FAMILY COMPANY."

MARY CULLER

PRESIDENT, FORD FUND
DETROIT DEVELOPMENT DIRECTOR
CHIEF OF STAFF, OFFICE OF THE EXECUTIVE CHAIRMAN



our history and transformed by our passion and ambition to

experiences that empower our employees, customers,
ce a culture that enables us to attract, retain and develop top

Our People Strategy

Through our holistic approach, we will:

- Use continuous learning and adaptive capabilities to deliver business value and reinforce our culture
- Create a more fit and flexible organization through collaborative networks and processes that enable agility and customer centricity
- Build an inclusive, diverse and adaptive learning community, drive accountability and deliver value every day

OUR ASPIRATIONAL GOAL

We aspire to become the most inclusive and diverse global company.

SEE ALL OUR ASPIRATIONAL GOALS IN FULL (SUSTAINABILITY-STRATEGY.HTML#GOALS)

CREATING A WINNING CULTURE

Valuing Diversity at Every Level

We can make our business stronger by fully leveraging the diversity of our workforce to reflect the communities in which we operate. We invite our people to bring all of their passion, inspiration, integrity and uniqueness into work each day. Society and corporations can no longer stay silent to social injustice. We fully commit to creating the fair, just and inclusive culture that all team members deserve.

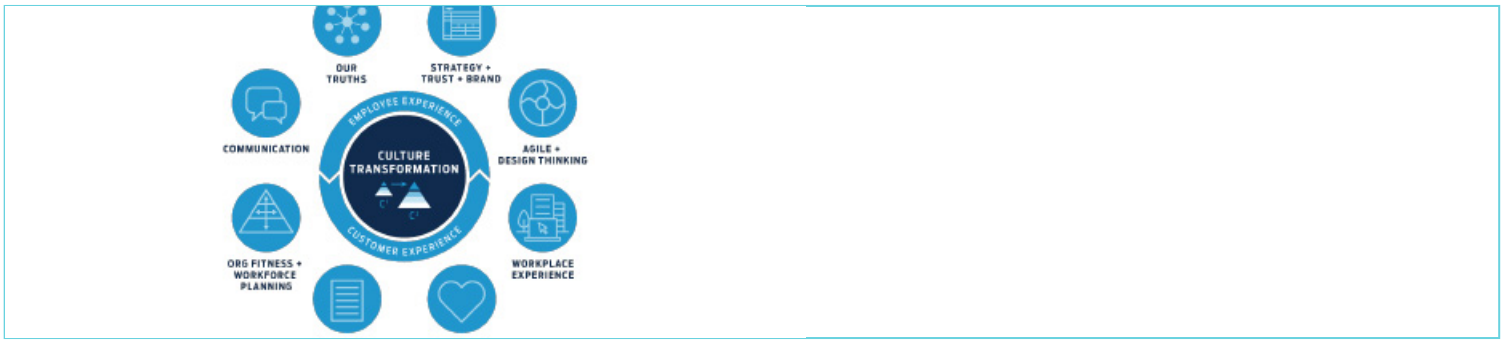
In July 2019, our World Headquarters hosted the Check Your Blind Spots Tour, in support of the CEO Action for Diversity & Inclusion™ (CEO Action) pledge. This event raised awareness of unconscious bias and offered a unique, technology-enabled multimedia experience, centered on uncovering “blind spots” that influence everyday decision making. In partnership with the CEO Action pledge, Ford employees celebrated the Day of Understanding in March 2020, to advance inclusion across Ford.

We have a network of 13 Employee Resource Groups (ERGs) for those who share characteristics or life experiences, as well as a desire to develop professionally and advance business goals. Groups for different ethnicities, women, the LGBTQ+ community, employees of faith, disabled employees, employees new in tenure and veterans host a range of professional, educational and cultural events as well as supporting our diversity-related efforts in recruitment and community outreach. For example, in March 2020, our Women of Ford ERG hosted its seventh annual International Women's Day event.

We are committed to supporting minority-, women- and veteran-owned businesses that foster innovation, drive profitability and prioritize sustainability. Our nationally recognized Supplier Diversity and Inclusion (SDI) program facilitates productive partnerships with a diverse range of entrepreneurs and drives innovative best practices to develop services for our customers. The program now includes certifications from the National LGBT Chambers of Commerce (https://www.nglcc.org/), Disability:IN (https://disabilityin.org/), the Small Business Administration (https://www.sba.gov/) and WEConnect International (https://weconnectinternational.org/en/).

To learn more about our diversity and inclusion initiatives, download a copy of our Sustainability Report from the ESG Reporting Hub (esg-reporting-hub.html).

Learn more about our employee re-entry program
(https://www.youtube.com/watch?v=_ibf4F3flaI)



See how we're raising awareness through our ERGs
(https://vimeo.com/424718846/66c1ff86dc)

UN Women's Empowerment Principles

In February 2020, our President and CEO Jim Hackett signed the United Nations Women's Empowerment Principles (https://www.weps.org/) on behalf of Ford Motor Company. In doing so, we have committed to a set of principles to empower women around the world in the workplace, marketplace and communities.

Committed to Workplace Equality

Bloomberg Gender-Equality Index (GEI) (https://www.bloomberg.com/gei/about/): For the second year in a row, Ford was included in the 2020 GEI in recognition of its commitment to transparent gender reporting and workplace equality. And to support our aspiration to become the world's most trusted company, we published our GEI survey responses (PDF, 2.8 MB) (assets/files/sr20-gei-data-index.pdf) along with our Sustainability Report.

2019 Disability Equality Index® (DEI) (https://disabilityin.org/what-we-do/disability-equality-index/best-places-to-work-2019/): For the first time, Ford received a perfect score of 100 on the DEI Best Places to Work for Disability Inclusion list, a leading disability inclusion assessment tool. Our score demonstrates that we follow many aspects of disability inclusion best practices.

Ford has received further recognition from:

RAINBOW PUSH COALITION

HACR
HISPANIC ASSOCIATION ON CORPORATE RESPONSIBILITY

2020 Bloomberg Gender-Equality Index

DEI BEST PLACE TO WORK FOR DISABILITY INCLUSION 2019
100% DISABILITY EQUALITY INDEX

Supporting the LGBTQ+ Community

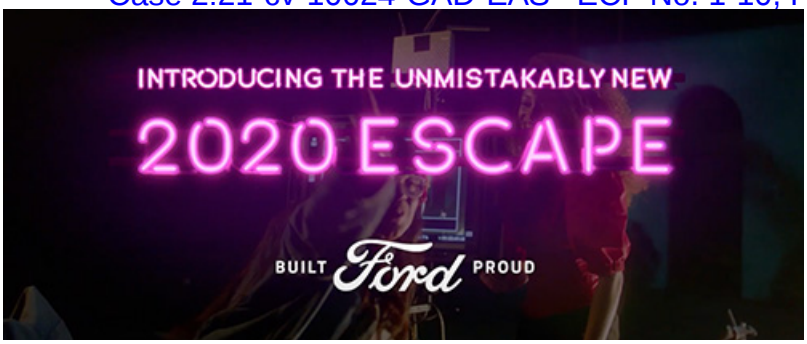
We support Fair and Equal Michigan's efforts to initiate legislation amending the state's civil rights law – the Elliott-Larsen Civil Rights Act – to support the LGBTQ+ community and protect all residents against discrimination.

Creative Ways to Promote Diversity

Ford's commitment to cultural diversity shines through in this year's advertising campaign for the all-new 2020 Escape. The campaign, Built Phenomenally (https://www.youtube.com/watch?v=2-avSAQNzkc), showcases remarkable women in the entertainment industry as well as at Ford. It also spotlights our commitment to the Free the Work (https://freethework.com/) initiative we co-founded, which encourages companies to be more inclusive in the bidding process for creative talent.

DIVERSITY AND INCLUSION IS NOT A PROGRAM OR AN INITIATIVE. IT'S ABOUT PEOPLE. THERE'S ONE BASIC HUMAN NEED COMMON TO EVERY SINGLE PERSON ON THE PLANET: THAT'S THE NEED TO BELONG. WE CAN'T BE THE WORLD'S MOST TRUSTED COMPANY UNLESS EVERYONE SUPPORTING FORD CAN BE THEMSELVES AND DO THEIR BEST WORK."

LORI COSTEW
CHIEF DIVERSITY OFFICER



Introducing the new 2020 For Escape: Built Phenomenally
(https://www.youtube.com/watch?v=2-avSAQNzkc)

CREATING A WINNING CULTURE

Building an Adaptive Workforce

The corporate landscape is dynamic, so companies increasingly need fresh thinking to keep up with a rapidly evolving world. At the same time, candidates are increasingly looking to work for companies that match their values.

We're continuously developing our learning culture and systems to ensure we acquire the new skills that technological advances demand (https://medium.com/@ford/thousands-of-new-tech-team-members-helping-transform-ford-with-more-on-the-way-804928f01681). We're using new technologies to enhance our manufacturing capabilities in our Factories of Tomorrow, expanding our partnerships to secure a pipeline of new talent and enhancing our learning experiences to prepare future-ready leaders.

See how we're transforming our Dearborn campus
(https://vimeo.com/432824933/1fa8ea873c)

WE ARE CREATING GLOBAL CENTERS OF EXCELLENCE WHERE TALENT CAN THRIVE. THESE WILL BE INVITING PLACES FOR EMPLOYEES, PARTNERS, BUSINESSES AND ENTREPRENEURS TO WORK WITH US TO CREATE TOMORROW, TOGETHER."

DAVE DUBENSKY

CHAIRMAN AND CEO, FORD LAND DEVELOPMENT

Campus Transformation

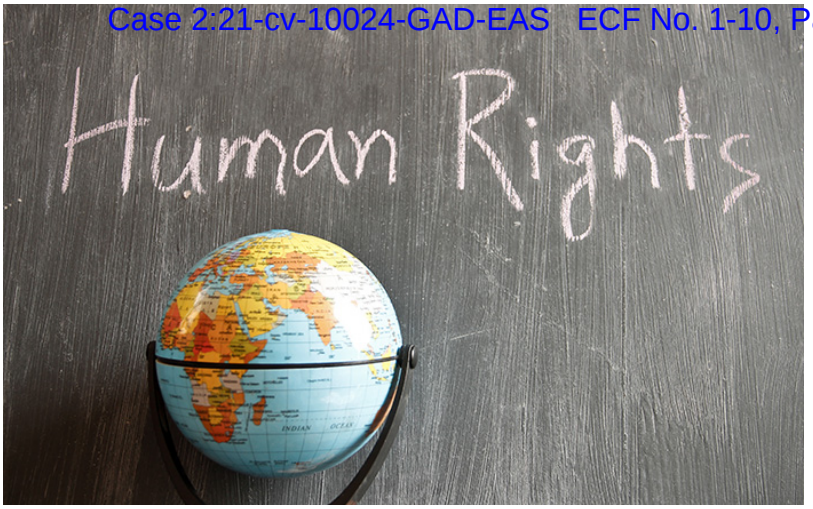
We're transforming our Research and Engineering Center in Dearborn, Michigan, into a high-tech campus for thousands of designers and engineers. The site of interconnected buildings and flexible workspaces – based on the principles of integration, interaction and co-location – will serve as a catalyst for new ideas and a proving ground for new mobility solutions.

The COVID-19 outbreak has forced us to remain flexible in where and how work is done, providing the necessary tools and technology for teams to collaborate virtually, while providing energizing workspaces when teams meet face to face. With around 1,000 virtual workers normally, we were able to ramp that up to 115,000 within one week.

I COME TO WORK EVERY DAY EXCITED TO COLLABORATE AND INNOVATE WITH MY AMAZING TEAM. FORD PROVIDES THE TOOLS, THE SPACE AND THE FREEDOM TO DO JUST THAT. WE ARE CHANGING THE WAY WE WORK BY PROVIDING MORE FLEXIBILITY AND ENCOURAGING EACH OTHER TO DO OUR BEST."

LAURA CASTRO

CHIEF FINANCIAL OFFICER, MEXICO, CARIBBEAN AND CENTRAL AMERICA



We rely on thousands of Ford workers and many more in our supply chain. Everything we produce – or that others make for us – needs to comply with local laws as well as our own commitment to protecting human rights everywhere we operate, both throughout our company and our entire supply chain.

We have signed the UN Global Compact, a framework of 10 universally accepted principles covering human rights, labor, environment and anti-corruption, and incorporate these principles into our policies and procedures, such as our Policy Letter 24: Code of Human Rights, Basic Working Conditions and Corporate Responsibility (https://corporate.ford.com/content/dam/corporate/en/company/corporate-governance/PolicyLetter24.pdf) (referred to as Policy Letter 24).

OUR ASPIRATIONAL GOAL

We aspire to responsibly source all raw materials used within our vehicles globally.

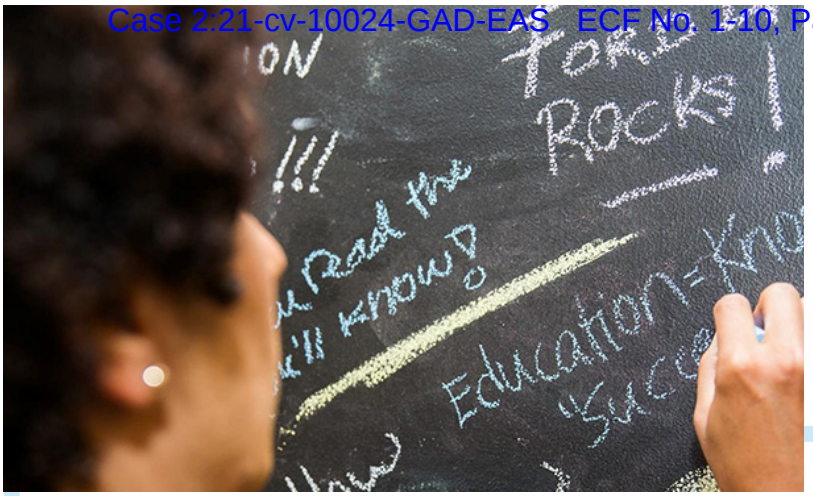
SEE ALL OUR ASPIRATIONAL GOALS IN FULL (SUSTAINABILITY-STRATEGY.HTML#GOALS)

RESPECTING HUMAN RIGHTS

Driving Human Progress

Customers in today's increasingly connected world expect better, with products that drive human progress. That's why we're focused on how consumers, communities and cities define how a company can impact human progress.

For the customer to be at the center of all we do, we're empowering decisions to be made at the lowest level, streamlining systems and processes, and developing our team for the skills needed today and in the future. It is imperative that we have an inclusive culture where all voices are heard, and everyone supporting Ford feels that they belong.



As part of our focus on how Ford can make a positive impact, we conducted a two-year study with the Erb Institute at the University of Michigan, to define human progress. We're using our findings – which spanned preserving human rights, protecting health and safety, increasing access to transportation, and enhancing societal economic prosperity – to drive impacts to our consumers through our vehicles and services.

(assets/images/people/cluster-content-side-by-side-graphic)

I AM FORTUNATE TO WORK FOR A COMPANY WHOSE STRATEGIC SAFETY MEASURES REFLECT THE HEALTH AND WELL-BEING OF BOTH ITS EMPLOYEES AND THEIR FAMILIES. THIS ALLOWS ME TO WORK MORE EFFECTIVELY AND REMINDS ME THAT WHEN I RETURN HOME TO MY FAMILY, I CAN KEEP THEM HEALTHY AND SAFE.

KEVIN BREWER

MILL OPERATOR, TROY DESIGN AND MANUFACTURING (UAW REPRESENTATIVE)

7 years

Without a safety incident at our Hermosillo Stamping and Assembly Plant in Mexico

Health and Safety

As a salient human rights issue and a key strategic priority at Ford, nothing is more important than the health, safety and well-being of our people. We work hard to achieve world-class levels of safety year-over-year, through the application of policies and best practices.

We maintain a robust safety culture to reduce workplace injuries, supported by effective communication, reporting and external benchmarking. We hold regular talks and events on key safety issues, and participate in multi-industry groups to share safety best practices.

In 2019, the many initiatives and promotions we undertook to promote workplace health and safety included:

- Come Home Safe campaign in Turkey, where employees' children recorded messages wearing personal protective equipment and created artwork to

remind their parents of the importance of safety
- Drills for National Safety Month in China, to raise employees' safety awareness, reduce unsafe behavior and enhance our strong safety culture
- A partnership with the Michigan Occupational Safety and Health Administration (MIOSHA) in Detroit to protect workers restoring the Michigan Central Station building

RESPECTING HUMAN RIGHTS

Respecting Human Rights Within Ford

Our commitment to addressing our salient human rights issues starts with our employees, and extends to our suppliers and business partners. We strive to maintain a safe and healthy work environment; do not tolerate harassment and discrimination; safeguard against the threat of forced labor, child labor and human trafficking; and follow ethical recruitment practices.

Our values and behaviors, which include Doing the Right Thing and Putting People First, mean that we act with integrity and transparency, and create safe, inclusive workplaces so that everyone can perform at their best.

EVERY BUSINESS MUST PUT PEOPLE FIRST AND STRIVE TO BECOME TRULY RESPONSIBLE, REGENERATIVE AND RESILIENT. THAT'S WHY WE'RE USING OUR LATEST HUMAN RIGHTS SALIENCY ASSESSMENT TO HELP US PRIORITIZE WHERE TO DIRECT OUR RESOURCES, AND DEVELOP ACTION PLANS TO MONITOR, ADDRESS AND INCREASE ENGAGEMENT ON THESE ISSUES."

MARY WROTEN

DIRECTOR, GLOBAL SUSTAINABILITY, SUSTAINABILITY, ENVIRONMENT & SAFETY ENGINEERING

Our Salient Human Rights Issues

In 2020, we conducted our second human rights saliency assessment, in line with the UN Guiding Principles Reporting Framework (UNGPRF) (assets/files/sr20-ungprf.pdf), to review the issues with the greatest risk of negative impacts on human rights. Over the last year, we've started to roll out a series of action plans to prevent, manage and remediate the 10 issues we identified:

(assets/images/people/cluster-content-side-5on8a-v00-800-800.jpg)

RESPECTING HUMAN RIGHTS

Responsible and Conflict-Free Sourcing

With our complex supply chain, sourcing the hundreds of different materials we use in a typical vehicle is an important human rights issue. For example, the rise of electric vehicles brings new challenges when sourcing minerals such as cobalt for battery production, as well as mica, rubber and rare earth elements.

We never knowingly procure materials that contribute to child and forced labor, bribery and corruption, conflict or environmental concerns. We commit to comply with local laws, report customer terms and conditions, and respect indigenous populations' rights to water and land.

To address these issues, we participate in studies, workgroups and discussions to increase transparency in ethical raw material sourcing, and require suppliers to verify that the materials they supplied to us were sourced responsibly.

SOURCING THE RAW MATERIALS NEEDED FOR BATTERY TECHNOLOGY PRESENTS SOME COMPLEX CHALLENGES. WE WORK TIRELESSLY TO ADDRESS THE ETHICAL, ENVIRONMENTAL, HUMAN AND LABOR RIGHTS ISSUES THROUGHOUT THE SUPPLY CHAIN, AND STRIVE TO

1,200
Tier 1 production suppliers

100%
Response rate from in-scope suppliers for conflict minerals reporting

EARNING TRUST THROUGH SAFETY AND QUALITY

Ford cares about customer safety. That's why the safety and quality of our vehicles will always be our highest priority.

We have systems in place to help ensure that our vehicles meet or exceed performance and quality standards, as well as customer expectations, throughout their design, development and manufacture.

Vehicle Quality and Safety

Having set the benchmark with factory-installed safety belts six decades ago, we continue to develop new, innovative technologies that enhance vehicle safety and help customers feel safe and confident on the road. Ford and Lincoln Co-Pilot360™ technologies, available around the world, use a combination of radar, sonar and cameras to sense and interpret the environment.

We continue to receive high marks and accolades in public and private crash testing assessments. For the 2019 model year, 10 Ford and three Lincoln nameplates received 5-Star Overall Vehicle Scores in the U.S. New Car Assessment Program (NCAP), and five models earned 5-star ratings by Euro NCAP in 2019.

Driver Assist Technology

Ford and Lincoln Co-Pilot360™ technologies help customers drive safely and confidently, alerting them to potential collisions and making routine tasks easier. These features, available around the world, use a combination of radar, sonar and cameras to sense and interpret the environment.

In the United States, the base Co-Pilot360™ package is now available on at least 15 of our 2020 model year vehicles, and our 2021 model year Ford Mustang Mach-E and F-150 will be the first vehicles to come with the Ford Co-Pilot360™ 2.0 package. This includes additional features such as Reverse Sensing System, Reverse Brake Assist and Post-Collision Braking.

Explore the driver assist technology in the new Mustang Mach-E
(https://vimeo.com/422393058/55c1c4cc87)

WORKING IN A COMPANY THAT IS SO COMMITTED TO THE SAFETY OF ITS CUSTOMERS, AS WELL AS THE ENVIRONMENTAL SUSTAINABILITY OF ITS OPERATIONS AND PRODUCTS, FOSTERS A SPIRIT OF TRUE INNOVATION. CONSTANTLY SEARCHING FOR NEW SOLUTIONS HAS BECOME AN EVERYDAY PASSION."

ADRIAN DIAZ
ASSOCIATE DIRECTOR, AUTOMOTIVE SAFETY OFFICE

WE BUILD OUR VEHICLES AND DEVELOP OUR SERVICES TO DRIVE HUMAN PROGRESS AND PROTECT OUR CUSTOMERS, WHILE DELIVERING THE QUALITY, SAFETY, RELIABILITY AND DRIVING EXPERIENCE THEY EXPECT."

KIMBERLY HARRIS
GLOBAL QUALITY BUSINESS MANAGER

Product Quality

We use warranty repairs per thousand vehicles at three months in service as a key metric for measuring initial quality. Initial quality goes beyond warrantable defects, to include measures of customer excitement with new product features.

We also subscribe to three annual studies by J.D. Power and Associates. Our scores in the Vehicle Dependability Study and APEAL Study continue to improve: in 2019, Ford and Lincoln both made the top five in the Initial Quality Study for the first time.

SUPPORTING COMMUNITY LIFE

Ford has always been much more than just an employer – we're also a neighbor. By creating long-lasting partnerships and increasing access to opportunities, we're working to strengthen our local communities and help make people's lives better for generations to come.

We support initiatives across three key areas: community projects focused on improving quality of life; education, skills development

and training, and driver safety.

SUPPORTING COMMUNITY LIFE

Making Lives Better

Ford Fund works with local and global partners on programs and services that make people's lives better. From feeding the hungry and mentoring social entrepreneurs in supporting multicultural initiatives and rebuilding after a natural disaster, we connect at a grassroots level to strengthen communities and help people in need. You can learn more about Ford Motor Company Fund highlights (PDF, 2 MB) (https://corporate.ford.com/content/dam/corporate/en/company/community/2019-Ford-Fund-Annual-Report.pdf).

Volunteering has always been an integral part of Ford's commitment to making a positive impact on society. Through the Ford Volunteer Corps, we provide opportunities for employees to support the communities where they live and work, through projects to feed the hungry, provide clean water, build homes, renovate schools, mentor young people and protect the environment.

Employee Response to COVID-19

Ford Fund has offered employees the chance to support efforts to address the COVID-19 outbreak through two initiatives. They can lend a hand through the COVID-19 Donation Match Program, which will match $500,000 in donations to organizations fighting against COVID-19.

In addition, the Read and Record project will create an online library of Ford employees reading children's books for the 1.3 billion young people affected by schools closing around the world.

THIS IS AN OPPORTUNITY FOR PROFESSIONAL AND PERSONAL GROWTH. I HAVE ALWAYS BEEN INVOLVED WITH VOLUNTEER WORK, AND IT IS GREAT TO WORK AT A COMPANY WHERE A LIFE GOAL OF HELPING OTHERS IS FULFILLED THROUGH COMPANY INITIATIVES."

EMANUELA CARVALHO DA SILVA
ANALYST, FORD HUMAN RESOURCES, BRAZIL

1.4 million hours

Service by Ford volunteers in six continents since 2005

More than $2 billion

Invested to strengthen communities around the world to date

Bill Ford Better World Challenge

The Bill Ford Better World Challenge is a global grant program that supports employee-led efforts to address issues in their local communities. Jointly funded by Executive Chairman Bill Ford and Ford Fund, the program has awarded $1.5 million to projects in India, Mexico, South Africa, Thailand and the United States since 2015. In our most recent projects:

- Ford employees in Orlando, Florida, developed Food for Life (https://www.fordfund.org/current-events/312-ford-employees-dig-into-urban-farming-project-food-for-life-to-lift-community), an urban agriculture program that makes nutritious food more accessible by converting underutilized land into micro-farms and teaching the students at two underserved high schools how to grow their own food
- The Watergen program in drought-stricken South Africa uses special equipment hitched to a Ford Ranger to capture moisture from the air. Between August 2019 and March 2020, it provided clean and safe drinking water for 2,700 community members in the Eastern Cape

SUPPORTING COMMUNITY LIFE

Supporting Social Enterprises

We launched our inaugural SHE-MOVES (Strengthen Her: Mobilizing Ventures for Social Innovation) grants program in May 2019, supporting community projects that benefit women and children in India, South Africa and Nigeria.

The projects funded by SHE-MOVES all have women at the heart of social enterprises, either as leaders or beneficiaries. They include projects training women in India to operate and maintain vehicles; providing onboard learning experiences for women using commuter shuttles in Lagos, Nigeria; and providing community support and education to people with disabilities and their female caregivers in South Africa.

BEFORE ESTABLISHING MY OWN STARTUP, I DIDN'T HAVE TIME FOR PERSONAL AND CAREER DEVELOPMENT AND HAD TO TAKE LEAVE TO ATTEND TRAINING. THAT'S WHY I'M VERY EXCITED ABOUT JOINING THE SHUTTLES TO MENTOR YOUNG WOMEN."

NKEM OKOCHA
MENTOR, SHUTTLERS

I WAS PART OF THE SHE-MOVES PROJECT WHEN WORKING AS AN INTERN. THE EXPERIENCE HELPED ME IMPROVE MY DIGITAL LITERACY SKILLS AND WILL HOPEFULLY ENABLE ME TO START MY OWN BUSINESS."

EMEAGWAI MARION NWAMAKA
MENTEE, SHUTTLERS

SHE-MOVES

Investing in Detroit's Revival

Since our company was founded in Detroit in 1903, we have been investing in and around our hometown.

In addition to turning the long-abandoned Central Michigan Station into a new innovation hub, we're investing $10 million over the next four years to support local programs focused on housing affordability, workforce development, mobility solutions, parks preservation, neighborhood safety and preserving Corktown's culture. As part of this agreement, we awarded $250,000 in grants to four nonprofit organizations to fund programs that celebrate the area's history and culture.

Building a Better World

Ford Resource and Engagement Centers (FRECs) are a Ford Fund innovation that brings nonprofit partners together in a collaborative environment. Each center reflects the community it serves, assisting with food and shelter, training and education, and arts and cultural initiatives.

The original FREC in Southwest Detroit has assisted more than 100,000 local residents by distributing food and helping them complete their tax returns. In total, the facility has returned $3 in services to the local community for every $1 invested. We have since opened FRECs on the east side of Detroit, as well as in South Africa, Romania and Thailand.

The Bill Ford
Better World Challenge

$175 million+

Ford Fund investment in local education, arts, cultural, diversity, hunger relief and social service organizations throughout southeast Michigan

$740 million

Invested in renovation of Detroit's Michigan Central Station

Education and Training

We support education and training by advancing essential skills development and job training, and presenting opportunities for young people to study science, technology, engineering, arts and math (STEAM) subjects. And through Ford Driving Skills for Life (DSFL), we promote safe driving, providing teens and newly licensed drivers with training beyond what they learn in standard driver education programs.

Promoting Safe Driving

Ford DSFL is a global initiative that teaches teens and other newly licensed drivers how to stay safe behind the wheel. Through free safe-driving clinics and instruction via its online training "Academy," newly licensed drivers are paired with professional driving instructors to learn about vehicle handling, hazard recognition, speed, space management, distraction and impairment. Ford DSFL training is adapted to reflect cultural nuances, unique driving conditions, and local laws and infrastructure in each country.

Empowering students to fulfil their potential through Ford Driving Dreams (https://www.youtube.com/watch?v=_q4Lh7c2Pyc)

Ford DSFL in Numbers

40,000+ participants in **31** countries in 2019

$60 million+ invested to date

More than **1.25 million** drivers trained in **50** U.S. states and **46** countries since 2003

Building a Strong Talent Pipeline

We encourage young people to consider a motor industry career by studying STEAM subjects. Investing in programs such as Primary Engineer, FIRST® Robotics and Girls Who Code helps fill the gap between tomorrow's needs and the skills of today's workforce.

Sustainable Development Goals

Through our work in putting people first, we are contributing to the following UN SDGs:

Protecting Our Planet

How we are changing how our vehicles are made
(protecting-our-planet.html)

Creating Tomorrow Together

How we are changing the way people move
(creating-tomorrow-together.html)

Exhibit J

Improving Vehicle Safety

Quality is critical to the safety of our customers and, therefore, to our responsibilities and success as a company. Safety continues to be one of the highest priorities in the design of our vehicles. We are committed to designing and manufacturing vehicles that achieve high levels of safety over a wide range of real-world conditions.

Our Approach to Vehicle Safety

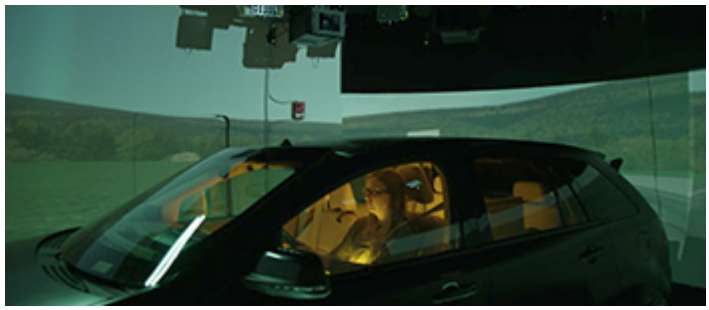
“Our team is committed to enhancing vehicle safety through ongoing research and development of crashworthiness and innovative crash avoidance features. We encourage safe driving, with features such as MyKey® and Forward Collision Warning, and continue to educate and improve the skills of new drivers with our Ford Driving Skills for Life program.”

Wayne Bahr
Global Director – Automotive Safety Office, Ford Motor Company

Our corporate safety policy, Policy Letter 7, outlines our commitment to design and build vehicles that meet or exceed applicable laws and regulations, while meeting the safety needs and expectations of our customers. In line with our policy letter, Ford is continuously working to enhance the safety of our products, a fundamental aspect of our Quality Operating System (QOS) (../quality-satisfaction/index.html).

We conduct engineering analyses, computer simulations and crash testing to evaluate the performance of vehicles and components at a number of sites around the world.

We have state-of-the-art **crash-test facilities in Dearborn** in Michigan, Merkenich in Germany and Dunton in the U.K.



In Dearborn, we have a **motion-based driving simulator**, VIRTTEX (VIRtual Test Track Experiment), to research advanced driver assist features, human-machine interface (HMI) concepts, and other driving-related human factor topics such as drowsy driving and distracted driving.

We are also researching driver assist technologies, as well as looking at connectivity, mobility and autonomous vehicles, at our **Research and Innovation Centers** in Dearborn, Michigan, and Palo Alto, California.

In addition to meeting or exceeding regulatory requirements, our processes, tools and facilities confirm that our vehicles align with our own stringent internal guidelines on safety design, as well as Ford-specified levels of performance for Public Domain tests (index.html#public-domain). We regularly re-evaluate and update these guidelines as appropriate.

Learn more about our efforts to encourage safer driving (index.html)

Public Domain Ratings

Public Domain rating programs vary around the world, each having unique testing protocols and evaluation criteria. Among other consumer advocacy groups, organizations such as New Car Assessment Programs (NCAPs) and insurance-sponsored organizations that rate vehicles for safety exist globally. NCAPs, which have traditionally included vehicle crashworthiness ratings, are increasingly introducing pedestrian protection assessments along with driver assist and crash avoidance technology evaluations.

NCAPs around the world are continually being updated and often use different evaluation procedures, making it increasingly difficult to achieve the highest ratings. This disparity in what is evaluated, and the procedure or method used, can lead to different ratings for the same vehicle across regions. These inconsistencies pose additional challenges for global automotive companies like Ford, and may even require us to implement unique vehicle designs in different markets.

Nonetheless, we continue to get high marks for vehicle safety in key public and private crash-testing programs (see below for latest data (index.html#vs-highlights), and in customer satisfaction and quality surveys (../../performance/customers-products/quality.html).

Global Safety Public Domain Organizations

Global	Global NCAP (http://www.globalncap.org)
North America	IIHS (http://www.iihs.org/)
North America	NHTSA (https://www.safercar.gov/)
Latin and South America	Latin NCAP (http://www.latinncap.com/en/)
Europe	Euro NCAP (http://www.euroncap.com/en)
Russia	ARCAP (website not available in English)
China	CNACP (website not available in English)
Japan	JNCAP (http://www.nasva.go.jp/mamoru/en/)
Korea	KNCAP (http://www.car.go.kr/jsp/kncap_eng/introduction.jsp)
South East Asia	ASEAN NCAP (http://www.aseancap.org/category/result/)
Australia and New Zealand	ANCAP (https://www.ancap.com.au/safety-ratings)
India	BNVSAP (expected to launch October 2017)

Vehicle Safety Highlights

Ford continues to receive high marks and accolades for vehicle safety in a number of the industry's key third-party crash-testing programs. Our highlights include:

- As at March 2017, Ford leads all brands with 11 valid 5-Star ratings, the highest possible Overall Vehicle Score in the **New Car Assessment Program (NCAP)** of the U.S. National Highway Traffic Safety Administration (NHTSA)
- Ford has seven **Euro NCAP Advanced Awards** for innovative technologies, and six Best in Class Awards from Euro NCAP, more than any other OEM
- We received 5 Stars on all three vehicles tested for **CNCAP** ratings in 2016

Examine our vehicle safety performance in more detail (../../performance/customers-products/safety.html)

/

Exhibit K

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN

DAVID LYMAN, TIMOTHY THUERING, and VINCENT BRADY, on behalf of themselves and all others similarly situated, Plaintiffs, v. FORD MOTOR COMPANY, Defendant.	Case No.: **CLRA VENUE AFFIDAVIT OF PLAINTIFF VINCENT BRADY** **DEMAND FOR JURY TRIAL**

I, Vincent Brady, hereby declare and state as follows:

1. I am over the age of 18 and a Plaintiff in this action. The facts contained in this declaration are based on my personal knowledge and information that I have gathered and that is available to me, and if called upon to do so, I could and would testify to the matters stated herein.

2. I make this affidavit as required by California Civil Code section 1780(d).

3. The complaint in this action is filed in the proper place for trial of this action because Defendant Ford Motor Company does business in this district, is headquartered in this district, and a substantial portion of the events, acts, and omissions that are subject to the claims in this matter occurred in this district.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on 1/4/2021.

DocuSigned by:
Vincent Brady
FD778EA012114BF...

Vincent Brady