

Jeff D. Friedman (SBN 173886)
HAGENS BERMAN SOBOL SHAPIRO LLP
715 Hearst Avenue, Suite 202
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
jefff@hbsslaw.com

Steve W. Berman (*pro hac vice to be filed*)
Sean R. Matt (*pro hac vice to be filed*)
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
steve@hbsslaw.com
sean@hbsslaw.com

Attorneys for Plaintiffs

[Additional Counsel Listed on the Signature Page]

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

ZACHARY J. FARLOW, MATTHEW H.
CLOUGH, CURTIS MCNEAL MERTZ,
WILLIAM TSUMPES, JAMES HIGDON,
DARYL ALEJANDRO, GARY O.
PEDERSON, BOBBY J. GRIFFITH, BARRY
R. GONSALVES, JOSEPH SAWICKI, ALLEN
J. FOWLER, JAMES CROWELL, JR., KELLY
ARNOLD, ROBERT C. HAUS, and WARREN
STORY, each plaintiff is a citizen of the State
of California and each plaintiff brings suit
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

FORD MOTOR COMPANY, a Delaware
corporation,

Defendant.

No. 18-cv-06967

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

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1 Zachary J. Farlow, Matthew H. Clough, Curtis McNeal Mertz, William Tsumpes, James
2 Higdon, Daryl Alejandro, Gary O. Pederson, Bobby J. Griffith, Barry R. Gonsalves, Joseph Sawicki,
3 Allen J. Fowler, James Crowell, Jr., Kelly Arnold, Robert C. Haus, and Warren Story, each
4 individually and on behalf of all others similarly situated (“the Class”), file this suit against
5 Defendant Ford Motor Company. This lawsuit is based upon the investigation of counsel, the review
6 of scientific and automotive industry papers, and the investigation of experts with relevant education
7 and experience. In support thereof, Plaintiffs state as follows:

8 I. INTRODUCTION

9 1. Ford Motor Company has sold—and continues to sell—millions of diesel trucks
10 equipped with high-pressure fuel injection pumps that are proverbial ticking time bombs, wholly
11 unbeknownst to an unassuming American public who ponies-up big bucks for these vehicles’
12 fictitious “durability,” “longevity,” and “top notch fuel economy.” Ford promised consumers the
13 continued reliability of their diesel engines with increased fuel efficiency and power at greater fuel
14 efficiency. However, this came with a hidden and catastrophic cost that was secretly passed on to
15 consumers. The culprit is the Bosch-supplied CP4 high pressure fuel injection pump, which
16 unbeknownst to consumers is a ticking time bomb when used in American vehicles. As Ford knew
17 before and during the Class Period (2011-2018), Bosch’s CP4 pump was never compatible with
18 American fuel standards. The CP4 pump is not built to withstand the specifications for U.S. diesel
19 fuel in terms of lubrication or water content, and it struggles to lift a volume of fuel sufficient to
20 lubricate itself. As a result, the pump is forced to run dry and destroy itself as air bubbles allow
21 metal to rub against metal. The pump secretly deposits metal shavings and debris throughout the
22 fuel injection system and the engine until it suddenly and cataclysmically fails without warning,
23 further contaminating the fuel delivery system with larger pieces of metal. This pump failure often
24 can occur as early as “mile 0,” as the fuel injection disintegration process begins at the very first fill
25 of the tank. This total fuel injection system failure and consequential engine failure results in an
26 outrageously expensive repair bill, all for a repair that will not truly ameliorate the issue so long as
27 the vehicle is being filled with U.S. diesel. And, although complete and total pump failure takes time
28 to occur, the defective CP4 pump starts damaging the vehicle’s fuel injection system and engine

1 **immediately** upon the vehicle's first use. Further, the sudden and unexpected shutoff of the
2 vehicle's engine while it is in motion and then subsequent inability to restart the vehicle present an
3 inherent risk to consumer safety—one which Ford itself has recognized in the past. Thus, Plaintiffs
4 and other Class members have suffered from a defect that existed in the Class Vehicles, upon the
5 first use of the Class Vehicles. Plaintiffs and other Class members are seeking recovery for this
6 manifested and immediately damaging defect, in addition to any and all consequential damages
7 stemming therefrom.

8 2. Ford's company line is to blame the failures on "fuel contamination," which is not
9 covered under their warranties because it is "not caused by Ford." Consumers are left with repair
10 bills that range from \$8,000.00 to \$20,000.00 per vehicle. Some victims of Ford's grand scam are
11 American businesses who own several vehicles and have suffered multiple failures. Others have
12 spent several hundred or several thousand dollars attempting to prevent or mitigate these failures.
13 Moreover, diesel fans pay so much more for their trucks because diesel trucks are expected to last for
14 500,000 to 800,000 miles, and have more power *and* a lower fuel bill. Put simply, Plaintiffs and all
15 members of the proposed Class paid a premium for their diesel vehicles, and were harmed by being
16 sold vehicles with a defective fuel injection pump that is substandard for American fuel.

17 3. Ford saw Bosch's CP4 fuel injection pump as another way to make money—to take
18 advantage of consumers' desire to drive diesel vehicles that were reliable, durable, fuel-efficient, and
19 powerful. After the CP4 fuel injection system worked successfully in vehicles in Europe, Ford
20 sought to use the CP4 system in American vehicles, promising consumers exactly what they were
21 looking for—improvements in torque, horsepower, durability, and fuel economy. But Ford could
22 never deliver on that promise for American vehicles because the CP4 fuel pump is not compatible
23 with American diesel fuel; in fact, Ford knew this before and during the Class Period, and equipped
24 its modern Power Stroke diesel vehicles with the European-designed CP4 fuel pump anyway.

25 4. Ford knew, from the specifications of the pump as compared to the specifications of
26 American diesel, the Bosch-made CP4 Pump was clearly incompatible with the ordinary use of
27 American diesel fuel. That is, well before Ford ever chose to implement the CP4 component part (as
28 incorporated in the diesel engines of the subject Class Vehicles), the issue of incompatibility was (or

1 should have been) known and yet was totally ignored in the design of the Class Vehicles' engine
2 systems. This is further evidenced by the fact that Ford had experience with widespread catastrophic
3 fuel injection pump failures when cleaner diesel standards were first implemented in the 1990s. By
4 2002, the Truck & Engine Manufacturers Association ("EMA")—of which Ford is a member
5 company¹—acknowledged that the lower lubricity of American diesel could cause catastrophic
6 failure in fuel injection system components that are made to European diesel specifications. Not
7 only did Ford fail to inform American consumers and fail to stop touting the fabricated benefits of
8 the vehicles containing CP4 pumps, they actively attempted to shift the blame to American
9 consumers. For instance, in 2010, Ford claimed it was *consumers'* improper use of contaminated or
10 substandard fuels that damaged the vehicles' fuel system, even when Ford knew that the malfunction
11 was *actually* the result of the CP4 fuel injection pump design, which was simply not fit for American
12 diesel fuel.

13 5. Vehicle engines with the Bosch CP4 fuel injection pumps are not compatible with
14 American fuel, and Ford's conduct is not compatible with American law. Ford knowingly and
15 intentionally deceived American consumers through its individual representations to respective
16 consumers in a (successful) effort to increase revenues and profits at the expense of consumers.

17 6. Indeed, Plaintiffs and similarly situated Class members have suffered from an innately
18 manifested—though not readily apparent—defect that existed in the Class Vehicles prior to purchase
19 (or lease), and which began damaging the Class Vehicles and their fuel delivery systems upon first
20 use. Plaintiffs were thus injured at the point of sale and throughout their ownership of the vehicle
21 and paid far more than they would have if Ford had told the truth. Indeed, none of the Plaintiffs and
22 no reasonable consumer would have bought these vehicles if Ford had told the truth.

23 7. These consumers are entitled to be reimbursed for the hundreds of millions of dollars
24 Ford fraudulently obtained from them, and to be compensated for their actual losses.

27 ¹ See Truck & Engine Manufacturers Association (EMA) membership webpage,
28 <http://www.truckandenginemanufacturers.org/companies/> (last accessed Nov. 13, 2018).

II. INTRADISTRICT ASSIGNMENT

8. This action is properly assigned to the San Francisco Division of this District pursuant to Civ. L.R. 3-2, because a substantial part of the events or omissions giving rise to the Plaintiffs' and Class members' claims arose in the counties served by the San Francisco Division. Several Plaintiffs and proposed Class members purchased and maintained their Class Vehicles in the counties served by this Division. Moreover, (a) Ford conducts substantial business in the counties served by this Division; (b) Ford has marketed, advertised, and sold/leased the Class Vehicles in those counties; and (c) Ford caused harm to Plaintiffs and Class members residing in those counties

III. PARTIES

A. The Plaintiffs

9. For ease of reference, the following chart identifies the Representative Plaintiffs and their vehicles:

Representative Plaintiff	Make	Model	Year
Zachary J. Farlow	Ford	F-250	2016
Matthew H. Clough	Ford	F-250	2012
Curtis McNeal Mertz	Ford	F-250	2015
William Tsumpes	Ford	F-250	2015
James Higdon	Ford	F-350	2016
Daryl Alejandro	Ford	F-250	2017
Gary O. Pederson	Ford	F-250	2018
Bobby J. Griffith	Ford	F-250	2018
Barry R. Gonsalves	Ford	F-350	2011
Joseph Sawicki	Ford	F-250	2017
Allen J. Fowler	Ford	F-250	2018
James Crowell, Jr.	Ford	F-250	2016
Kelly Arnold	Ford	F-250	2017
Robert C. Haus	Ford	F-350	2015
Warren Story	Ford	F-350	2018

10. Plaintiff Zachary J. Farlow (for the purpose of this paragraph, "Plaintiff") is a citizen of the State of California, and domiciled in Fillmore, California. On or around October 1, 2015, Plaintiff purchased a new 2016 Ford F-250, VIN 1FT7W2BT2GEA99157 (for the purpose of this

1 paragraph, the “Class Vehicle”) for \$67,000.00 from Kemp Toyota in Thousand Oaks, California.
2 Plaintiff purchased and still owns the vehicle. Plaintiff uses his F-250 as his personal vehicle to get to
3 work and for daily activities. Prior to purchasing the Class Vehicle, Plaintiff was looking for a car
4 that was durable, powerful, reliable, and could obtain the high mileage per gallon of a diesel vehicle.
5 Specifically, on the day Plaintiff Farlow purchased his vehicle, and prior to his purchase, Plaintiff
6 Farlow relied on Ford’s specific representations concerning the vehicle’s fuel economy and
7 reliability. At the dealership, the sales representatives told Plaintiff Farlow that the vehicle had
8 superior fuel economy with American diesel fuel as compared to other diesel trucks on the market
9 and that it was more reliable. Plaintiff Farlow relied on Ford’s representations in purchasing the
10 vehicle and, absent these representations, would not have purchased the vehicle and/or would have
11 paid less for it. These knowingly false representations, in combination with the advertised fuel
12 efficiency and performance, the representation that the vehicle would retain all of its promised fuel
13 economy and performance throughout its useful life, and the vehicle’s reputation for maintaining a
14 high resale value, caused Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use
15 and purpose. Unbeknownst to Plaintiff, at the time of acquisition, the Class Vehicle contained a
16 defective CP4 fuel injection system that was not suitable for American vehicles and which deceived
17 American consumers. Consequently, the vehicle could not deliver the advertised combination of
18 durability, power, reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor
19 any of its agents, dealers, or other representatives informed Plaintiff or Class members of the
20 existence of the unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel
21 engine’s CP4 high pressure fuel pump system—which is common to all Class Vehicles—prior to
22 purchasing. Accordingly, Plaintiff and each Class member suffered concrete economic injury as a
23 direct and proximate result of Ford’s wrongful, deceptive conduct, and would not have purchased the
24 Class Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection system
25 defects. As deemed appropriate, Plaintiff’s and each other Class member’s ascertainable losses
26 include, but are not limited to, a high premium for the engine compared to what they would have
27 paid for a gas-powered engine, out-of-pocket losses by overpaying for the vehicles at the time of
28

1 purchase, decreased performance of the vehicles, and diminished value of the vehicles. Plaintiff
2 thusly brings claims individually and as a representative of the Class.

3 11. Plaintiff Matthew H. Clough (for the purpose of this paragraph, "Plaintiff") is a
4 citizen of the State of California, and domiciled in Apple Valley, California. In or around January of
5 2013, Plaintiff purchased his first diesel truck, a used 2012 Ford F-250, VIN
6 1FT7W2BT1CEC55182 (for the purpose of this paragraph, the "Class Vehicle") for \$54,000.00 from
7 Victorville Motors in Victorville, California. Plaintiff purchased and still owns this vehicle. Mr.
8 Clough purchased the F-250 to haul his boat and RV for family vacations. Prior to purchasing the
9 Class Vehicle, Plaintiff was looking for a car that was durable, powerful, reliable, and could obtain
10 the high mileage per gallon of a diesel vehicle. Although Plaintiff was considering other vehicles,
11 Plaintiff decided on the subject vehicle because Plaintiff relied upon Ford's claims touting the
12 vehicle's durability, efficiency, fuel economy, power, and performance of the engine. Specifically,
13 Plaintiff Clough was looking for a reliable, durable diesel truck to tow his boat and RV and one that
14 would suffice to meet his recreational needs. In the days and weeks preceding his purchase, Plaintiff
15 Clough saw and heard numerous Ford television commercials and radio advertisements wherein Ford
16 claimed the Super Duty diesel truck, like the one Plaintiff would purchase, was "Built Ford Tough,"
17 and had superior horsepower, fuel economy, reliability, and durability compared to other diesel
18 trucks in the American market. On the date that Plaintiff Clough purchased the vehicle, Ford sales
19 representatives at the dealership represented to him that the vehicle was compatible with American
20 diesel fuel, was durable, and was reliable. On the date of purchase, sales representatives at the
21 dealership also promised Plaintiff Clough that the vehicle would have greater fuel efficiency than the
22 vehicle has actually had. Plaintiff Clough relied on these representations in purchasing the vehicle
23 and, absent these representations, would not have purchased the vehicle and/or would have paid less
24 for it. These knowingly false representations, in combination with the advertised fuel efficiency and
25 performance, the representation that the vehicle would retain all of its promised fuel economy and
26 performance throughout its useful life, and the vehicle's reputation for maintaining a high resale
27 value, caused Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use and purpose.
28 Unbeknownst to Plaintiff, at the time of acquisition, the Class Vehicle contained a defective CP4 fuel

1 injection system that was not suitable for American vehicles and which deceived American
2 consumers. Consequently, the vehicle could not deliver the advertised combination of durability,
3 power, reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor any of
4 its agents, dealers, or other representatives informed Plaintiff or Class members of the existence of
5 the unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel engine's CP4
6 high pressure fuel pump system—which is common to all Class Vehicles—prior to purchasing.
7 Accordingly, Plaintiff and each Class member suffered concrete economic injury as a direct and
8 proximate result of Ford's wrongful, deceptive conduct, and would not have purchased the Class
9 Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection system defects.
10 As deemed appropriate, Plaintiff's and each other Class member's ascertainable losses include, but
11 are not limited to, a high premium for the engine compared to what they would have paid for a gas-
12 powered engine, out-of-pocket losses by overpaying for the vehicles at the time of the underlying
13 transaction, decreased performance of the vehicles, and diminished value of the vehicles. Plaintiff
14 thusly brings claims individually and as a representative of the Class.

15 12. Plaintiff Curtis McNeal Mertz (for the purpose of this paragraph, "Plaintiff") is a
16 citizen of the State of California, and domiciled in Garden Grove, California. In or around January
17 of 2015, Plaintiff purchased a new 2015 Ford F-250, VIN 1FT7W2BT4FEA11921 (for the purpose
18 of this paragraph, the "Class Vehicle") for \$76,000.00 from McCoy & Mills Ford, an authorized
19 Ford dealer in Fullerton, California. Plaintiff purchased and still owns this vehicle and uses it as a
20 daily driver and to haul his 37' 5th-wheel trailer. Prior to purchasing the Class Vehicle, Plaintiff was
21 looking for a car that was durable, powerful, reliable, and could obtain the high mileage per gallon of
22 a diesel vehicle. Although Plaintiff was considering other vehicles, Plaintiff decided on the subject
23 vehicle because Plaintiff relied upon Ford's claims touting the vehicle's durability, efficiency, fuel
24 economy, power, and performance of the engine. Prior to purchasing the vehicle, Plaintiff Mertz was
25 looking for a truck that could reliably and efficiently haul a 37' 5th-wheel trailer. Specifically, in the
26 days and weeks preceding his purchase, Plaintiff Mertz saw and heard Ford's television commercials
27 and radio advertisements wherein Ford claimed the Super Duty diesel truck, like the one Plaintiff
28 would purchase, had superior horsepower and durability compared to other diesel trucks in the

1 American market. On the date that Plaintiff Mertz purchased the vehicle, and in purchasing the
2 vehicle, Plaintiff Mertz relied on representations that the vehicle was compatible with American
3 diesel fuel, was durable, and was reliable. Plaintiff Mertz relied on these representations in
4 purchasing the vehicle and, absent these representations, would not have purchased the vehicle
5 and/or would have paid less for it. These knowingly false representations, in combination with the
6 advertised fuel efficiency and performance, the representation that the vehicle would retain all of its
7 promised fuel economy and performance throughout its useful life, and the vehicle's reputation for
8 maintaining a high resale value, caused Plaintiff to purchase the Class Vehicle, which is unfit for its
9 ordinary use and purpose. Unbeknownst to Plaintiff, at the time of acquisition, the Class Vehicle
10 contained a defective CP4 fuel injection system that was not suitable for American vehicles and
11 which deceived American consumers. Consequently, the vehicle could not deliver the advertised
12 combination of durability, power, reliability, and fuel efficiency of diesel that Plaintiff relied upon.
13 Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff or Class
14 members of the existence of the unlawfully and/or unexpectedly defective nature of the Ford Power
15 Stroke diesel engine's CP4 high pressure fuel pump system—which is common to all Class
16 Vehicles—prior to purchase. Accordingly, Plaintiff and each Class member suffered concrete
17 economic injury as a direct and proximate result of Ford's conduct, and would not have purchased
18 the Class Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection
19 system defects. As deemed appropriate, Plaintiff's and each other Class member's ascertainable
20 losses include, but are not limited to, a high premium for the engine compared to what they would
21 have paid for a gas-powered engine, out-of-pocket losses by overpaying for the vehicles at the time
22 of purchase, decreased performance of the vehicles, and diminished value of the vehicles. Plaintiff
23 thusly brings claims individually and as a representative of the Class.

24 13. Plaintiff William Tsumpes (for the purpose of this paragraph, "Plaintiff") is a citizen
25 of the State of California, and domiciled in Corona, California. In or around September of 2015,
26 Plaintiff purchased a new 2015 Ford F-250, VIN 1FT7W2BT2FED41850 (for the purpose of this
27 paragraph, the "Class Vehicle") from Hemborg Ford, an authorized Ford dealership in Norco,
28 California. Plaintiff purchased and still owns this vehicle. Prior to purchasing the Class Vehicle,

1 Plaintiff was looking for a car that was durable, powerful, reliable, and could obtain the high mileage
2 per gallon of a diesel vehicle. Although Plaintiff was considering other vehicles, Plaintiff decided on
3 the subject vehicle because Plaintiff relied upon Ford's claims touting the vehicle's durability,
4 efficiency, fuel economy, power, and performance of the engine. These knowingly false
5 representations, in combination with the advertised fuel efficiency and performance, the
6 representation that the vehicle would retain all of its promised fuel economy and performance
7 throughout its useful life, and the vehicle's reputation for maintaining a high resale value, caused
8 Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use and purpose. Unbeknownst
9 to Plaintiff, at the time of acquisition, the Class Vehicle contained a defective CP4 fuel injection
10 system that was not suitable for American vehicles and which deceived American consumers.
11 Consequently, the vehicle could not deliver the advertised combination of durability, power,
12 reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor any of its agents,
13 dealers, or other representatives informed Plaintiff or Class members of the existence of the
14 unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel engine's CP4 high
15 pressure fuel pump system—which is common to all Class Vehicles—prior to purchasing.
16 Accordingly, Plaintiff and each Class member suffered concrete economic injury as a direct and
17 proximate result of Ford's deceptive conduct, and would not have purchased the Class Vehicle, or
18 would have paid less for it, had Ford not concealed the CP4 fuel injection system defects. As
19 deemed appropriate, Plaintiff's and each other Class member's ascertainable losses include, but are
20 not limited to, a high premium for the engine compared to what they would have paid for a gas-
21 powered engine, out-of-pocket losses by overpaying for the vehicles at the time of the underlying
22 transaction, decreased performance of the vehicles, and diminished value of the vehicles. Plaintiff
23 thusly brings claims individually and as a representative of the Class.

24 14. Plaintiff James Higdon (for the purpose of this paragraph, "Plaintiff") is a citizen of
25 the State of California, and domiciled in Riverdale, California. In or around September of 2016,
26 Plaintiff purchased a used 2016 Ford F-350, VIN 1FT8W3BT0GEB32344 (for the purpose of this
27 paragraph, the "Class Vehicle") from a private seller in Clovis, California. Plaintiff purchased and
28 still owns this vehicle. Mr. Higdon recently retired and purchased his truck to use to haul trailers, his

1 18' Sea Ray boat, and his Harley-Davidson Motorcycle. Prior to purchasing the Class Vehicle,
2 Plaintiff was looking for a car that was durable, powerful, reliable, and could obtain the high mileage
3 per gallon of a diesel vehicle. Although Plaintiff was considering other vehicles, Plaintiff decided on
4 the subject vehicle because Plaintiff relied upon Ford's claims touting the vehicle's durability,
5 efficiency, fuel economy, power, and performance of the engine. Plaintiff Higdon was looking for a
6 vehicle to tow his 5th wheel, 18' Sea Ray, and motorcycle. Specifically, in the days and weeks
7 preceding his purchase, Plaintiff Higdon saw and heard Ford's television commercials and radio
8 advertisements wherein Ford claimed the diesel truck, like the one Plaintiff would purchase, had
9 superior horsepower, fuel economy, and durability compared to other diesel trucks in the American
10 market. On the date that Plaintiff Higdon purchased the vehicle, and in purchasing the vehicle,
11 Plaintiff Higdon relied on representations that the vehicle was compatible with American diesel fuel,
12 was durable, was reliable and was fuel efficient. Plaintiff Higdon also purchased a 10-year bumper-
13 to-bumper warranty based upon Ford's representations that the vehicle would be fully covered and
14 that he "would be able to tow anything." Plaintiff Higdon relied on these representations in
15 purchasing the vehicle and, absent these representations, would not have purchased the vehicle
16 and/or would have paid less for it. These knowingly false representations, in combination with the
17 advertised fuel efficiency and performance, the representation that the vehicle would retain all of its
18 promised fuel economy and performance throughout its useful life, and the vehicle's reputation for
19 maintaining a high resale value, caused Plaintiff to purchase the Class Vehicle, which is unfit for its
20 ordinary use and purpose. Unbeknownst to Plaintiff, at the time of acquisition, the Class Vehicle
21 contained a defective CP4 fuel injection system that was not suitable for American vehicles and
22 which deceived American consumers. Consequently, the vehicle could not deliver the advertised
23 combination of durability, power, reliability, and fuel efficiency of diesel that Plaintiff relied upon.
24 Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff or Class
25 members of the existence of the unlawfully and/or unexpectedly defective nature of the Ford Power
26 Stroke diesel engine's CP4 high pressure fuel pump system—which is common to all Class
27 Vehicles—prior to purchase. Accordingly, Plaintiff and each Class member suffered concrete
28 economic injury as a direct and proximate result of Ford's wrongful, deceptive conduct, and would

1 not have purchased the Class Vehicle, or would have paid less for it, had Ford not concealed the CP4
2 fuel injection system defects. As deemed appropriate, Plaintiff's and each other Class member's
3 ascertainable losses include, but are not limited to, a high premium for the engine compared to what
4 they would have paid for a gas-powered engine, out-of-pocket losses by overpaying for the vehicles
5 at the time of purchase, decreased performance of the vehicles, and diminished value of the vehicles.
6 Plaintiff thusly brings claims individually and as a representative of the Class.

7 15. Plaintiff Daryl Alejandro (for the purpose of this paragraph, "Plaintiff") is a citizen of
8 the State of California, and domiciled in Tracy, California. In or around June of 2018, Plaintiff
9 purchased a 2017 Ford F-250 Pickup, VIN 1FT7W2BT3HED09752 (for the purpose of this
10 paragraph, the "Class Vehicle") for \$59,000.00 from Tracy Ford, an authorized Ford dealer in Tracy,
11 California. Plaintiff purchased and still owns this vehicle. Mr. Alejandro purchased his F-250 to tow
12 his 30' camping trailer and his Harley-Davidson motorcycles. Prior to purchasing the Class Vehicle,
13 Plaintiff was looking for a car that was durable, powerful, reliable, and could obtain the high mileage
14 per gallon of a diesel vehicle. Although Plaintiff was considering other vehicles, Plaintiff decided on
15 the subject vehicle because Plaintiff relied upon Ford's claims touting the vehicle's durability,
16 efficiency, fuel economy, power, and performance of the engine. Specifically, in the days and weeks
17 preceding his purchase, Plaintiff Alejandro saw and heard Ford's television commercials and radio
18 advertisements wherein Ford claimed the Super Duty diesel truck, like the one Plaintiff would
19 purchase, had superior horsepower and durability compared to other diesel trucks in the American
20 market. On the date that Plaintiff Alejandro purchased the vehicle, Ford sales representatives at the
21 dealership represented to him that the vehicle was compatible with American diesel fuel, was
22 durable, and was reliable. Plaintiff Alejandro relied on these representations in purchasing the
23 vehicle and, absent these representations, would not have purchased the vehicle and/or would have
24 paid less for it. These knowingly false representations, in combination with the advertised fuel
25 efficiency and performance, the representation that the vehicle would retain all of its promised fuel
26 economy and performance throughout its useful life, and the vehicle's reputation for maintaining a
27 high resale value, caused Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use
28 and purpose. Unbeknownst to Plaintiff, at the time of acquisition, the Class Vehicle contained a

1 defective CP4 fuel injection system that was not suitable for American vehicles and which deceived
2 American consumers. Consequently, the vehicle could not deliver the advertised combination of
3 durability, power, reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor
4 any of its agents, dealers, or other representatives informed Plaintiff or Class members of the
5 existence of the unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel
6 engine's CP4 high pressure fuel pump system—which is common to all Class Vehicles—prior to
7 purchase. Accordingly, Plaintiff and each Class member suffered concrete economic injury as a
8 direct and proximate result of Ford's wrongful, deceptive conduct, and would not have purchased the
9 Class Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection system
10 defects. As deemed appropriate, Plaintiff's and each other Class member's ascertainable losses
11 include, but are not limited to, a high premium for the engine compared to what they would have
12 paid for a gas-powered engine, out-of-pocket losses by overpaying for the vehicles at the time of
13 purchase, decreased performance of the vehicles, and diminished value of the vehicles. Plaintiff
14 thusly brings claims individually and as a representative of the Class.

15 16. Plaintiff Gary O. Pederson (for the purpose of this paragraph, "Plaintiff") is a citizen
16 of the State of California, and domiciled in Bakersfield, California. In or around August of 2018,
17 Plaintiff purchased a new 2018 Ford F-250, VIN 1FT7W2BT4JEB82824 (for the purpose of this
18 paragraph, the "Class Vehicle") for \$75,000.00 from Jim Burke Ford, an authorized Ford dealer in
19 Bakersfield, California. Mr. Pederson purchased his vehicle and uses his truck recreationally to go
20 hunting. Prior to purchasing the Class Vehicle, Plaintiff was looking for a car that was durable,
21 powerful, reliable, and could obtain the high mileage per gallon of a diesel vehicle. Although
22 Plaintiff was considering other vehicles, Plaintiff decided on the subject vehicle because Plaintiff
23 relied upon Ford's claims touting the vehicle's durability, efficiency, fuel economy, power, and
24 performance of the engine. Specifically, in the days and weeks preceding his purchase, Plaintiff
25 Pederson researched the vehicle he intended to purchase online. Through the internet, Plaintiff
26 Pederson saw Ford's internet advertisements wherein Ford claimed the Super Duty diesel truck, like
27 the one Plaintiff would purchase, had superior torque, horsepower, and durability compared to other
28 diesel trucks in the American market. These representations impacted Plaintiff Pederson's purchase

1 as he intended to use the vehicle for recreational purposes and needed a reliable, durable vehicle
2 compatible with American diesel fuel. Plaintiff Pederson relied on these representations in
3 purchasing the vehicle and, absent these representations, would not have purchased the vehicle
4 and/or would have paid less for it. These knowingly false representations, in combination with the
5 advertised fuel efficiency and performance, the representation that the vehicle would retain all of its
6 promised fuel economy and performance throughout its useful life, and the vehicle's reputation for
7 maintaining a high resale value, caused Plaintiff to purchase the Class Vehicle, which is unfit for its
8 ordinary use and purpose. Unbeknownst to Plaintiff, at the time of acquisition, the Class Vehicle
9 contained a defective CP4 fuel injection system that was not suitable for American vehicles and
10 which deceived American consumers. Consequently, the vehicle could not deliver the advertised
11 combination of durability, power, reliability, and fuel efficiency of diesel that Plaintiff relied upon.
12 Neither Ford nor any of its agents, dealers, or other representatives informed Plaintiff or Class
13 members of the existence of the unlawfully and/or unexpectedly defective nature of the Ford Power
14 Stroke diesel engine's CP4 high pressure fuel pump system—which is common to all Class
15 Vehicles—prior to purchasing. Accordingly, Plaintiff and each Class member suffered concrete
16 economic injury as a direct and proximate result of Ford's wrongful, deceptive conduct, and would
17 not have purchased the Class Vehicle, or would have paid less for it, had Ford not concealed the CP4
18 fuel injection system defects. As deemed appropriate, Plaintiff's and each other Class member's
19 ascertainable losses include, but are not limited to, a high premium for the engine compared to what
20 they would have paid for a gas-powered engine, out-of-pocket losses by overpaying for the vehicles
21 at the time of the underlying transaction, decreased performance of the vehicles, and diminished
22 value of the vehicles. Plaintiff thusly brings claims individually and as a representative of the Class.

23 17. Plaintiff Bobby J. Griffith (for the purpose of this paragraph, "Plaintiff") is a citizen
24 of the State of California, and domiciled in Holister, California. In or around August of 2018,
25 Plaintiff purchased a new 2018 Ford F-250, VIN 1FT7W2BT2JEC58816 (for the purpose of this
26 paragraph, the "Class Vehicle") for \$53,000.00 from Ford Store Morgan Hill, an authorized Ford
27 dealer in Morgan Hill, California. Plaintiff still owns this vehicle and purchased it daily for personal
28 use. Prior to purchasing the Class Vehicle, Plaintiff was looking for a car that was durable,

1 powerful, reliable, and could obtain the high mileage per gallon of a diesel vehicle. Although
2 Plaintiff was considering other vehicles, Plaintiff decided on the subject vehicle because Plaintiff
3 relied upon Ford's claims touting the vehicle's durability, efficiency, fuel economy, power, and
4 performance of the engine. Specifically, in the days and weeks preceding his purchase, Plaintiff
5 Griffith saw and heard Ford's television commercials and radio advertisements wherein Ford
6 claimed the Super Duty diesel truck, like the one Plaintiff would purchase, had superior horsepower
7 and durability compared to other diesel trucks in the American market. On the date that Plaintiff
8 Griffith purchased the vehicle, and in purchasing the vehicle, Plaintiff Griffith relied on
9 representations that the vehicle was compatible with American diesel fuel, was durable, and was
10 reliable. Plaintiff Griffith relied on these representations in purchasing the vehicle and, absent these
11 representations, would not have purchased the vehicle and/or would have paid less for it. These
12 knowingly false representations, in combination with the advertised fuel efficiency and performance,
13 the representation that the vehicle would retain all of its promised fuel economy and performance
14 throughout its useful life, and the vehicle's reputation for maintaining a high resale value, caused
15 Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use and purpose. Unbeknownst
16 to Plaintiff, at the time of acquisition, the Class Vehicle contained a defective CP4 fuel injection
17 system that was not suitable for American vehicles and which deceived American consumers.
18 Consequently, the vehicle could not deliver the advertised combination of durability, power,
19 reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor any of its agents,
20 dealers, or other representatives informed Plaintiff or Class members of the existence of the
21 unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel engine's CP4 high
22 pressure fuel pump system—which is common to all Class Vehicles—prior to purchasing.
23 Accordingly, Plaintiff and each Class member suffered concrete economic injury as a direct and
24 proximate result of Ford's wrongful, deceptive conduct, and would not have purchased the Class
25 Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection system defects.
26 As deemed appropriate, Plaintiff's and each other Class member's ascertainable losses include, but
27 are not limited to, a high premium for the engine compared to what they would have paid for a gas-
28 powered engine, out-of-pocket losses by overpaying for the vehicles at the time of the transaction,

1 decreased performance of the vehicles, and diminished value of the vehicles. Plaintiff thusly brings
2 claims individually and as a representative of the Class.

3 18. Plaintiff Barry R. Gonsalves (for the purpose of this paragraph, “Plaintiff”) is a citizen
4 of the State of California, and domiciled in Antioch, California. In or around August of 2018,
5 Plaintiff purchased a used 2011 Ford F-350, VIN 1FT8W3BT2BEC83159 (for the purpose of this
6 paragraph, the “Class Vehicle”) for \$30,483.44 from Lifted Trucks Arrowhead in Glendale, Arizona.
7 Plaintiff purchased and still owns this vehicle. Mr. Gonsalves, purchased his truck for both personal
8 and professional use. At home he uses his trucks to tow his boat and camper trailer. For work, as a
9 general contractor, he uses his truck as a “moving office,” setting up appointments and working on
10 bids from the cab of his F-350. Prior to purchasing the Class Vehicle, Plaintiff was looking for a car
11 that was durable, powerful, reliable, and could obtain the high mileage per gallon of a diesel vehicle.
12 Although Plaintiff was considering other vehicles, Plaintiff decided on the subject vehicle because
13 Plaintiff relied upon Ford’s claims touting the vehicle’s durability, efficiency, fuel economy, power,
14 and performance of the engine. Specifically, Plaintiff relied on Ford’s television commercials and
15 internet advertising in deciding to purchase his vehicle. Plaintiff compared numerous truck brands,
16 but ultimately decided to purchase his Ford vehicle because of Ford’s claims of superior horsepower
17 and durability for Ford Super Duty diesel trucks as compared to other diesel trucks in the American
18 market. Ford represented, and Plaintiff believed, that the truck “would be able to handle anything
19 [he] threw at it.” These knowingly false representations, in combination with the advertised fuel
20 efficiency and performance, the representation that the vehicle would retain all of its promised fuel
21 economy and performance throughout its useful life, and the vehicle’s reputation for maintaining a
22 high resale value, caused Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use
23 and purpose. Unbeknownst to Plaintiff, at the time of acquisition, the Class Vehicle contained a
24 defective CP4 fuel injection system that was not suitable for American vehicles and which deceived
25 American consumers. Consequently, the vehicle could not deliver the advertised combination of
26 durability, power, reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor
27 any of its agents, dealers, or other representatives informed Plaintiff or Class members of the
28 existence of the unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel

1 engine's CP4 high pressure fuel pump system—which is common to all Class Vehicles—prior to
2 purchase. Accordingly, Plaintiff and each Class member suffered concrete economic injury as a
3 direct and proximate result of Ford's wrongful, deceptive conduct, and would not have purchased the
4 Class Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection system
5 defects. As deemed appropriate, Plaintiff's and each other Class member's ascertainable losses
6 include, but are not limited to, a high premium for the engine compared to what they would have
7 paid for a gas-powered engine, out-of-pocket losses by overpaying for the vehicles at the time of
8 purchase, and future attempted repairs, future additional fuel costs, decreased performance of the
9 vehicles, and diminished value of the vehicles. Plaintiff thusly brings claims individually and as a
10 representative of the Class.

11 19. Plaintiff Joseph Sawicki (for the purpose of this paragraph, "Plaintiff") is a citizen of
12 the State of California, and domiciled in Oceanside, California. In or around February of 2017,
13 Plaintiff purchased a 2017 Ford F-250, VIN 1FT7W2BT4HEB48036 (for the purpose of this
14 paragraph, the "Class Vehicle") for \$54,000.00 from North Country Ford, an authorized Ford dealer
15 in Vista, California. Plaintiff purchased and still owns this vehicle and uses it at his RV company to
16 move RVs from one location to another . He also uses the F-250 to vacation with his family and tow
17 their 33' RV to various camping sites in the state. Prior to purchasing the Class Vehicle, Plaintiff
18 was looking for a car that was durable, powerful, reliable, and could obtain the high mileage per
19 gallon of a diesel vehicle. Although Plaintiff was considering other vehicles, Plaintiff decided on the
20 subject vehicle because Plaintiff relied upon Ford's claims touting the vehicle's durability,
21 efficiency, fuel economy, power, and performance of the engine. Plaintiff Sawicki owns an RV
22 company and desired a diesel truck that would allow him to tow RVs to and from various locations.
23 It was important to Plaintiff Sawicki that the diesel truck he purchased be durable and economical.
24 On the day Plaintiff Sawicki purchased his vehicle, and prior to his purchase, Plaintiff Sawicki relied
25 on Ford's specific representations concerning the vehicle's fuel economy and durability. He
26 requested confirmation of the vehicle's fuel economy as stated on the window sticker and by the
27 Ford dealer sales representative, which he received from the manufacturer. Plaintiff Sawicki relied
28 on Ford's representations in purchasing the vehicle and, absent these representations, would not have

1 purchased the vehicle and/or would have paid less for it. These knowingly false representations, in
2 combination with the advertised fuel efficiency and performance, the representation that the vehicle
3 would retain all of its promised fuel economy and performance throughout its useful life, and the
4 vehicle's reputation for maintaining a high resale value, caused Plaintiff to purchase the Class
5 Vehicle, which is unfit for its ordinary use and purpose. Unbeknownst to Plaintiff, at the time of
6 acquisition, the Class Vehicle contained a defective CP4 fuel injection system that was not suitable
7 for American vehicles and which deceived American consumers. Consequently, the vehicle could
8 not deliver the advertised combination of durability, power, reliability, and fuel efficiency of diesel
9 that Plaintiff relied upon. Neither Ford nor any of its agents, dealers, or other representatives
10 informed Plaintiff or Class members of the existence of the unlawfully and/or unexpectedly defective
11 nature of the Ford Power Stroke diesel engine's CP4 high pressure fuel pump system—which is
12 common to all Class Vehicles—prior to purchase. Accordingly, Plaintiff and each Class member
13 suffered concrete economic injury as a direct and proximate result of Ford's wrongful, deceptive
14 conduct, and would not have purchased the Class Vehicle, or would have paid less for it, had Ford
15 not concealed the CP4 fuel injection system defects. As deemed appropriate, Plaintiff's and each
16 other Class member's ascertainable losses include, but are not limited to, a high premium for the
17 engine compared to what they would have paid for a gas-powered engine, out-of-pocket losses by
18 overpaying for the vehicles at the time of the underlying transaction, decreased performance of the
19 vehicles, and diminished value of the vehicles. Plaintiff thusly brings claims individually and as a
20 representative of the Class.

21 20. Plaintiff Allen J. Fowler (for the purpose of this paragraph, "Plaintiff") is a citizen of
22 the State of California, and domiciled in Campo, California. On or around July 1, 2018, Plaintiff
23 purchased a new 2018 Ford F-250, VIN 1FT7W2BTXJEB65817 (for the purpose of this paragraph,
24 the "Class Vehicle") for \$50,000.00 from Mossy Ford, an authorized Ford dealer in San Diego,
25 California. Plaintiff purchased and still owns this vehicle. Prior to purchasing the Class Vehicle,
26 Plaintiff was looking for a car that was durable, powerful, reliable, and could obtain the high mileage
27 per gallon of a diesel vehicle. Although Plaintiff was considering other vehicles, Plaintiff decided on
28 the subject vehicle because Plaintiff relied upon Ford's claims touting the vehicle's durability,

1 efficiency, fuel economy, power, and performance of the engine. These knowingly false
2 representations, in combination with the advertised fuel efficiency and performance, the
3 representation that the vehicle would retain all of its promised fuel economy and performance
4 throughout its useful life, and the vehicle's reputation for maintaining a high resale value, caused
5 Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use and purpose. Unbeknownst
6 to Plaintiff, at the time of acquisition, the Class Vehicle contained a defective CP4 fuel injection
7 system that was not suitable for American vehicles and which deceived American consumers.
8 Consequently, the vehicle could not deliver the advertised combination of durability, power,
9 reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor any of its agents,
10 dealers, or other representatives informed Plaintiff or Class members of the existence of the
11 unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel engine's CP4 high
12 pressure fuel pump system—which is common to all Class Vehicles—prior to purchasing.
13 Accordingly, Plaintiff and each Class member suffered concrete economic injury as a direct and
14 proximate result of Ford's wrongful, deceptive conduct, and would not have purchased the Class
15 Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection system defects.
16 As deemed appropriate, Plaintiff's and each other Class member's ascertainable losses include, but
17 are not limited to, a high premium for the engine compared to what they would have paid for a gas-
18 powered engine, out-of-pocket losses by overpaying for the vehicles at the time of purchase,
19 decreased performance of the vehicles, and diminished value of the vehicles. Plaintiff thusly brings
20 claims individually and as a representative of the Class.

21 21. Plaintiff James Crowell, Jr. (for the purpose of this paragraph, "Plaintiff") is a citizen
22 of the State of California, and domiciled in Redding, California. On or around October 12, 2017,
23 Plaintiff purchased a new 2016 Ford F-250, VIN 1FT7W2BT7GEC83946 (for the purpose of this
24 paragraph, the "Class Vehicle") from Corning Ford, an authorized Ford dealership in Corning,
25 California. Plaintiff purchased and still owns this vehicle and uses it for various jobs around his
26 ranch. He often tows his 14' trailer loaded down with his tractor and various other pieces of ranching
27 equipment. Prior to purchasing the Class Vehicle, Plaintiff was looking for a car that was durable,
28 powerful, reliable, and could obtain the high mileage per gallon of a diesel vehicle. Although

1 Plaintiff was considering other vehicles, Plaintiff decided on the subject vehicle because Plaintiff
2 relied upon Ford's claims touting the vehicle's durability, efficiency, fuel economy, power, and
3 performance of the engine. Plaintiff Crowell owns a 14' trailer which he uses to haul a tractor and
4 equipment for his ranch in Corning, California. Plaintiff desired to purchase a vehicle that would be
5 able to handle such towing reliably and efficiently. In the days and weeks preceding his purchase,
6 Plaintiff Crowell researched the vehicle he intended to purchase online. Through the internet,
7 Plaintiff Crowell saw Ford's internet advertisements wherein Ford claimed the Super Duty diesel
8 truck, like the one Plaintiff would purchase, had superior horsepower, reliability, durability, and
9 higher torque as compared to other diesel trucks in the American market. Plaintiff Crowell relied on
10 Ford's representations in purchasing the vehicle and, absent these representations, would not have
11 purchased the vehicle and/or would have paid less for it. These knowingly false representations, in
12 combination with the advertised fuel efficiency and performance, the representation that the vehicle
13 would retain all of its promised fuel economy and performance throughout its useful life, and the
14 vehicle's reputation for maintaining a high resale value, caused Plaintiff to purchase the Class
15 Vehicle, which is unfit for its ordinary use and purpose. Unbeknownst to Plaintiff, at the time of
16 acquisition, the Class Vehicle contained a defective CP4 fuel injection system that was not suitable
17 for American vehicles and which deceived American consumers. Consequently, the vehicle could
18 not deliver the advertised combination of durability, power, reliability, and fuel efficiency of diesel
19 that Plaintiff relied upon. Neither Ford nor any of its agents, dealers, or other representatives
20 informed Plaintiff or Class members of the existence of the unlawfully and/or unexpectedly defective
21 nature of the Ford Power Stroke diesel engine's CP4 high pressure fuel pump system—which is
22 common to all Class Vehicles—prior to purchasing. Accordingly, Plaintiff and each Class member
23 suffered concrete economic injury as a direct and proximate result of Ford's wrongful, deceptive
24 conduct, and would not have purchased the Class Vehicle, or would have paid less for it, had Ford
25 not concealed the CP4 fuel injection system defects. As deemed appropriate, Plaintiff's and each
26 other Class member's ascertainable losses include, but are not limited to, a high premium for the
27 engine compared to what they would have paid for a gas-powered engine, out-of-pocket losses by
28 overpaying for the vehicles at the time of the underlying transaction, decreased performance of the

1 vehicles, and diminished value of the vehicles. Plaintiff thusly brings claims individually and as a
2 representative of the Class.

3 22. Plaintiff Kelly Arnold (for the purpose of this paragraph, “Plaintiff”) is a citizen of the
4 State of California, and domiciled in Palm Springs, California. On or around November 1, 2016,
5 Plaintiff purchased a new 2017 Ford F-250, VIN 1FT7W2BT8HEE96728 (for the purpose of this
6 paragraph, the “Class Vehicle”) for \$76,000.00 from an authorized Ford dealer in Corona, California.
7 Plaintiff purchased and still owns this vehicle. Prior to purchasing the Class Vehicle, Plaintiff was
8 looking for a car that was durable, powerful, reliable, and could obtain the high mileage per gallon of
9 a diesel vehicle. Although Plaintiff was considering other vehicles, Plaintiff decided on the subject
10 vehicle because Plaintiff relied upon Ford’s claims touting the vehicle’s durability, efficiency, fuel
11 economy, power, and performance of the engine. These knowingly false representations, in
12 combination with the advertised fuel efficiency and performance, the representation that the vehicle
13 would retain all of its promised fuel economy and performance throughout its useful life, and the
14 vehicle’s reputation for maintaining a high resale value, caused Plaintiff to purchase the Class
15 Vehicle, which is unfit for its ordinary use and purpose. Unbeknownst to Plaintiff, at the time of
16 acquisition, the Class Vehicle contained a defective CP4 fuel injection system that was not suitable
17 for American vehicles and which deceived American consumers. Consequently, the vehicle could
18 not deliver the advertised combination of durability, power, reliability, and fuel efficiency of diesel
19 that Plaintiff relied upon. Neither Ford nor any of its agents, dealers, or other representatives
20 informed Plaintiff or Class members of the existence of the unlawfully and/or unexpectedly defective
21 nature of the Ford Power Stroke diesel engine’s CP4 high pressure fuel pump system—which is
22 common to all Class Vehicles—prior to purchasing. Accordingly, Plaintiff and each Class member
23 suffered concrete economic injury as a direct and proximate result of Ford’s wrongful, deceptive
24 conduct, and would not have purchased the Class Vehicle, or would have paid less for it, had Ford
25 not concealed the CP4 fuel injection system defects. As deemed appropriate, Plaintiff’s and each
26 other Class member’s ascertainable losses include, but are not limited to, a high premium for the
27 engine compared to what they would have paid for a gas-powered engine, out-of-pocket losses by
28 overpaying for the vehicles at the time of the underlying transaction, decreased performance of the

1 vehicles, and diminished value of the vehicles. Plaintiff thusly brings claims individually and as a
2 representative of the Class.

3 23. Plaintiff Robert C. Haus (for the purpose of this paragraph, “Plaintiff”) is a citizen of
4 the State of California, and domiciled in Santa Clarita, California. On or around July 1, 2017,
5 Plaintiff purchased a used 2015 Ford F-350, VIN 1FT8W3BT9FED67596 (for the purpose of this
6 paragraph, the “Class Vehicle”) from AutoNation Ford Valencia, an authorized Ford dealer in
7 Valencia, California. Plaintiff purchased and still owns this vehicle. Mr. Haus, a general contractor,
8 uses his F-350 to travel from work site and work site. He also uses his diesel truck to tow multiple
9 trailers. Prior to purchasing the Class Vehicle, Plaintiff was looking for a car that was durable,
10 powerful, reliable, and could obtain the high mileage per gallon of a diesel vehicle. Although
11 Plaintiff was considering other vehicles, Plaintiff decided on the subject vehicle because Plaintiff
12 relied upon Ford’s claims touting the vehicle’s durability, efficiency, fuel economy, power, and
13 performance of the engine. Plaintiff Haus is a general contractor and needed a truck for business and
14 personal use. In the days and weeks preceding his purchase, Plaintiff Haus saw Ford’s television
15 commercials wherein Ford claimed the Super Duty diesel truck, like the one Plaintiff would
16 purchase, had superior horsepower and durability compared to other diesel trucks in the American
17 market. On the date that Plaintiff Haus purchased the vehicle, Ford sales representatives at the
18 dealership represented to him that the vehicle was compatible with American diesel fuel, was
19 durable, and was reliable. Plaintiff Haus relied on these representations in purchasing the vehicle
20 and, absent these representations, would not have purchased the vehicle and/or would have paid less
21 for it. These knowingly false representations, in combination with the advertised fuel efficiency and
22 performance, the representation that the vehicle would retain all of its promised fuel economy and
23 performance throughout its useful life, and the vehicle’s reputation for maintaining a high resale
24 value, caused Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use and purpose.
25 Unbeknownst to Plaintiff, at the time of acquisition, the Class Vehicle contained a defective CP4 fuel
26 injection system that was not suitable for American vehicles and which deceived American
27 consumers. Consequently, the vehicle could not deliver the advertised combination of durability,
28 power, reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor any of

1 its agents, dealers, or other representatives informed Plaintiff or Class members of the existence of
2 the unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel engine's CP4
3 high pressure fuel pump system—which is common to all Class Vehicles—prior to purchasing.
4 Accordingly, Plaintiff and each Class member suffered concrete economic injury as a direct and
5 proximate result of Ford's wrongful, deceptive conduct, and would not have purchased the Class
6 Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection system defects.
7 As deemed appropriate, Plaintiff's and each other Class member's ascertainable losses include, but
8 are not limited to, a high premium for the engine compared to what they would have paid for a gas-
9 powered engine, out-of-pocket losses by overpaying for the vehicles at the time of the underlying
10 transaction, decreased performance of the vehicles, and diminished value of the vehicles. Plaintiff
11 thusly brings claims individually and as a representative of the Class.

12 24. Plaintiff Warren Story (for the purpose of this paragraph, "Plaintiff") is a citizen of
13 the State of California, and domiciled in Clayton, California. On or around February 19, 2018,
14 Plaintiff purchased a 2018 Ford F-350, VIN 1FT8W3DT1JEB52316 (for the purpose of this
15 paragraph, the "Class Vehicle") for \$78,000.00 from Bill Brandt Ford, an authorized Ford dealer in
16 Brentwood, California. Plaintiff purchased and still owns this vehicle. Mr. Story owns a ranch in
17 Clayton, California, and often uses his Ford truck to haul equipment, hay, and cattle. He also uses his
18 truck recreationally to tow his 10' camper trailer. Prior to purchasing the Class Vehicle, Plaintiff was
19 looking for a car that was durable, powerful, reliable, and could obtain the high mileage per gallon of
20 a diesel vehicle. Although Plaintiff was considering other vehicles, Plaintiff decided on the subject
21 vehicle because Plaintiff relied upon Ford's touting the vehicle's durability, efficiency, fuel
22 economy, power, and performance of the engine. Specifically, in the days and weeks preceding his
23 purchase, Plaintiff Story researched his vehicle online and saw Ford's internet advertisements
24 wherein Ford claimed the Super Duty diesel truck, like the one Plaintiff would purchase, had
25 superior torque, horsepower, and durability compared to other diesel trucks in the American market.
26 These representations impacted Plaintiff Story's purchase as he intended to use the vehicle to tow his
27 10' camper trailer with back hoe, hay, and cattle to and from his ranch in Clayton, California.
28 Plaintiff Story relied on these representations in purchasing the vehicle and, absent these

1 representations, would not have purchased the vehicle and/or would have paid less for it. These
2 knowingly false representations, in combination with the advertised fuel efficiency and performance,
3 the representation that the vehicle would retain all of its promised fuel economy and performance
4 throughout its useful life, and the vehicle's reputation for maintaining a high resale value, caused
5 Plaintiff to purchase the Class Vehicle, which is unfit for its ordinary use and purpose. Unbeknownst
6 to Plaintiff, at the time of acquisition, the Class Vehicle contained a defective CP4 fuel injection
7 system that was not suitable for American vehicles and which deceived American consumers.
8 Consequently, the vehicle could not deliver the advertised combination of durability, power,
9 reliability, and fuel efficiency of diesel that Plaintiff relied upon. Neither Ford nor any of its agents,
10 dealers, or other representatives informed Plaintiff or Class members of the existence of the
11 unlawfully and/or unexpectedly defective nature of the Ford Power Stroke diesel engine's CP4 high
12 pressure fuel pump system—which is common to all Class Vehicles—prior to purchase.
13 Accordingly, Plaintiff and each Class member suffered concrete economic injury as a direct and
14 proximate result of Ford's wrongful, deceptive conduct, and would not have purchased the Class
15 Vehicle, or would have paid less for it, had Ford not concealed the CP4 fuel injection system defects.
16 As deemed appropriate, Plaintiff's and each other Class member's ascertainable losses include, but
17 are not limited to, a high premium for the engine compared to what they would have paid for a gas-
18 powered engine, out-of-pocket losses by overpaying for the vehicles at the time of the underlying
19 transaction, and future attempted repairs, future additional fuel costs, decreased performance of the
20 vehicles, and diminished value of the vehicles. Plaintiff thusly brings claims individually and as a
21 representative of the Class.

22 25. Each plaintiff expected that Ford via its authorized dealers or through its advertising
23 would disclose material facts about the durability and longevity of its vehicles and the existence of
24 any defect that will result in expensive and non-ordinary repairs.

25 **B. The Defendant**

26 26. Defendant Ford Motor Company ("Ford") is a publicly traded corporation organized
27 under the laws of the State of Delaware with its principal place of business at One American Road,
28 Dearborn, Michigan 48126.

27. Defendant Ford designs, manufactures, distributes, and sells Ford automobiles in this District and multiple other locations in the United States and worldwide. Ford and/or its agents designed, manufactured, and installed the engine systems in the Class Vehicles. Ford also developed and disseminated the materially misrepresentative owner's manuals and warranty booklets, advertisements, and other intentionally unreasonable and deceptive promotional materials relating to the Class Vehicles. Ford also designed advertising material that it sent to Ford Dealerships for the purpose of having dealers distribute these to consumers, and Ford authorized dealers to communicate with consumers about the performance of the vehicles.

IV. VENUE AND JURISDICTION

28. Venue is proper in this District under 28 U.S.C. § 1391 in light of the following: (1) Defendant Ford Motor Company conducts substantial business in this District and has intentionally availed itself of the laws and markets of the United States and this District; and (2) many of the acts and transactions giving rise to this action occurred in this District, including, *inter alia*, Ford's promotion, marketing, distribution, and sale of vehicles containing the defective Bosch CP4 fuel pump in this District. Several named Plaintiffs and proposed representatives, as well as thousands of Class members, purchased their Class Vehicles from the multiple Ford dealerships located in this District. Further, a significant number of the Class Vehicles were registered in this District and thousands of Class Vehicles were in operation in this District. Venue is also proper under 18 U.S.C. § 1965(a) because Ford is subject to personal jurisdiction in this District as alleged, *infra*, and Ford has agents located in this District.

29. The Court has jurisdiction over this action pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d), because at least one Class member is of diverse citizenship from the Defendant, there are more than 100 Class members, and the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interests and costs. Subject-matter jurisdiction also arises under the Magnuson-Moss Warranty Act claims asserted under 15 U.S.C. § 2301, *et seq.* The Court has personal jurisdiction over Ford pursuant to 18 U.S.C. §§1965(b) and (d), and Cal. Civ. Proc Code § 410.10, and supplemental jurisdiction over the state law claims pursuant to 28 U.S.C. § 1367.

1 injection pump at issue in this suit. The CP3 pump was one of Bosch’s heavy-duty injection pumps,
2 simplified for increased reliability. The reliability of the CP3 became key to the “million-mile”
3 performance of diesel truck engines in the U.S. Not surprisingly, American trust in diesel
4 technology grew.

5 35. Americans paid a premium for the increased reliability, fuel efficiency, and power of
6 diesel—and Bosch promised to continue to deliver advances and continued improvements. Bosch
7 claimed that the next generation of fuel pump, the CP4, would maintain reliability while also
8 increasing fuel efficiency and power.

9 36. However, much like what occurred in the nationwide Volkswagen emissions scandal
10 involving Bosch, reliance on Bosch’s expertise in the design of diesel engines would lead Ford into a
11 course of action it should now regret. The heart of Ford’s success under increasingly competitive
12 fuel efficiencies was Bosch’s cheaper, substandard CP4 fuel injection pump. Bosch had the
13 technical know-how to do what needed to be done to get ahead; unfortunately for the American
14 public, the easiest way for Ford to succeed was to cheat American consumers on durability and
15 overall vehicle functionality by equipping the Class Vehicles with this ticking time bomb of a fuel
16 injection pump that dooms the modern Ford Power Stroke diesel engine system from day one.

17 37. As Ford knew or should have known, the Bosch CP4 fuel injection pump was
18 defective and incompatible with U.S. diesel fuel from the get-go, and CP4 failures began running
19 rampant in American Audi and Volkswagen vehicles at least as early as 2008. Indeed, in February
20 2008, Bosch began meeting with Audi and Volkswagen representatives on a monthly—or
21 sometimes *weekly*—basis to track CP4 pump field failures that the auto manufacturers were seeing in
22 the U.S.; indeed, these failures echo the very failures that continue to occur in the Class Vehicles to
23 this day, and documentation regarding CP4 failures was provided to the National Highway Traffic
24 Safety Administration (“NHTSA”) in connection with NHTSA’s Office of Defect Investigations
25 (“ODI”) Inquiry No. INRD-EA11003, an investigation which Ford was subject to as well.² *See, e.g.,*

26
27 ² *See infra* ¶¶ 48-56 and corresponding footnotes (discussing Ford’s responses to NHTSA’s
28 requests pursuant to ODI Inquiry No. INRD-EA11003).

July 7, 2008 email between Audi and Bosch representatives re: “Performance drop AU716 98017 with shavings in the HPP,” discussing how “[s]omething is disintegrating” in the Audi 716 fuel pump and that “[w]e are a bit speechless” about “[t]he shavings, or whatever it is”), submitted as part of Bosch’s responses to NHTSA ODI Inquiry No. INRD-EA11003, document entitled, “INRD-EA11003-59334P.pdf,” at 6; *id.* at 27 (July 31, 2008 email from Audi representative re: “Fuel quality in [REDACTED],” stating that, “With our [Audi’s] V6TDI with the high-pressure pump CP4.2 we have significantly higher failure rates in [REDACTED] (higher by a factor of approx. 30 than the average of all markets) Have you any information suggesting that such a thing could be possible with this country-specific diesel fuel?”); *id.* at 28-31 (Feb.-May 2011 email chain between Audi, Volkswagen, and Bosch representatives re: “Status CP4 USA,” in which the parties discuss the substantial increase in warranty claims involving fuel pump failures in MY 2010 versus 2009 vehicles in the US market).

38. In July 2008, Audi representatives reached out to Bosch regarding their investigative efforts into CP4 pump failures, explaining to Bosch that, “We have biggish problems in the field and already have 4 failures in [the] Q verification in the U.S. . . . Failure Q7 USA no. 3 is on its way to Germany, fuel samples as well.”³ “Q7 USA” was a U.S. Audi vehicle equipped with a CP4. Bosch diagnosed the problem as being due to a vehicle “manufacturing fault” in what it called a “sluggish roller,” but also noted that they could not rule out the “‘sluggish roller’ [being caused by] water in the fuel. (Water in fuel significantly increases the friction coefficient between roller and roller support).”⁴ However, Audi representatives did not appear to be buying the water-contamination line from Bosch, nor Bosch’s half-hearted attempts at “ameliorative measures” to a known, continuing problem.⁵

³ July 10, 2008 email from Audi representative to Bosch representatives regarding “Information on pump failures in the U.S.,” produced in response to NHTSA Inquiry EA11003EN-00639[0], available at <https://static.nhtsa.gov/odi/inv/2011/INRD-EA11003-59428P.PDF> (last accessed Nov. 6, 2018), at 141.

⁴ *See id.*

⁵ *See* Mar. 7, 2011 Bosch submission to NHTSA in response to Inquiry No. INRD-EA11003, document entitled, “INRD-EA11003-59347P.pdf,” at 157 (May 11, 2009 email between Bosch and

39. Similarly, in August 2009, Audi sent Bosch a failed CP4 fuel pump for analysis after “[t]he high pressure fuel pump failed catastrophically shedding metal shavings throughout the entire fuel system. . . . This car will require a complete new fuel system from tank to injectors and everything in between. This will be a very lengthy repair (weeks). . . We need to determine if component failure or bad fuel is to blame.”⁶ Thereafter, on September 1, 2009, Bosch responded to Audi with the following flippant analysis note from their failed pump inspection: “Gentleman, The pump mentioned below was analyzed. The result of the finding is sand-like particles in the fuel. *Defect caused by customer.*”⁷

40. Thus, early-on, it was well-known in the U.S. automotive industry that there were serious U.S. diesel incompatibility issues that now run rampant in the Class Vehicles due to the defective CP4 pump. See March 7, 2011 Bosch submission to NHTSA in response to Inquiry No. INRD-EA11003, document entitled, “INRD-EA11003-59347P.pdf,” at 21 (Mar. 31, 2008 email from Volkswagen to Bosch re: “Radio: Drivetrain damage failure US07 (Jetta),” in which the parties are discussing an HPFP failure in a 2007 Jetta and the Volkswagen representative frustratedly states, “Can you (panel of experts) explain to us how the failure mechanism was after this mileage? We will certainly not accept a failure because of fuel quality! We also see a big risk here for our BIN5 pump, which has to manage with the same fuel in USA”); May 2012 Bosch submission to NHTSA in response to Inquiry No. INRD-EA11003, document entitled, “INRD-EA11003-59334P.pdf,” at 9-10 (July 4, 2008 email from Audi to Bosch re: “CP4 BIN5 3rd and 4th failure in USA,” analyzing root cause of CP4 field failures and positing, “Why is it that EC pumps do not fail?

Audi representatives re: “Breakdown: KPM report 4987001”), in which Audi notes while discussing the analysis of “[s]havings in the high-pressure pump” that, “During the last regular meeting on breakdowns, [REDACTED] (among others) complained that [(1) there is a] known problem with the high-pressure pump from Bosch[; and (2)] various measures from the Bosch Company are not convincing”); see also *id.* at 159-60 (Apr. 30, 2009 email from Bosch to Audi re: “Metal splashes curve for CP4 roller support and overview of measures,” in which Bosch’s “not convincing” measures are laid out).

⁶ *Id.* at 35.

⁷ *Id.* at 38 (emphasis added).

Because of a different fuel?”); *id.* at 13-14 (July 11, 2008 email between Audi and Bosch representatives re: “W19 BIN5 pump failure” in which Audi writes, “For the zero error meeting in FeP on Tuesday we expect the information discussed at the error meeting on endurance testing of fuels with ‘poor lubricity, containing water etc.’ and all failures, drivetrain damage in all component, system and other endurance runs of Bosch and all customers”); July 27, 2012 Bosch submission to NHTSA in response to Inquiry No. INRD-EA11003, document entitled, “INRD-EA11003-59345P.pdf,” at 7 (emphasis added) (June 30, 2009 email between Bosch and Audi representatives re: “ANS: HPP measures/ USE,” in which the Audi representative writes, “I don’t think you’re reading my mails anymore! Please look at the failure curves specifically, then you’ll see that *we only have a problem in certain markets[.] . . . Depending on how poor the fuel currently on the market is*”); *id.* (“I’d prefer to have a more robust pump”).

41. In September 2009, Audi contacted Bosch about a “3rd HPP failure” in the U.S., explaining, “I’m afraid there’s bad news from the U.S.: After 2 failures in the field. . . the 3rd HPP failure has now occurred in the EC endurance run.”⁸ Photos attached to the email show the failed Bosch CP4 fuel pump, replete with metal shavings in the gasket:⁹

⁸ Sept. 2, 2009 email from Audi representative to Bosch representatives regarding “3rd HPP Failure USA,” produced in response to NHTSA Inquiry EA11003EN-00639[0], available at <https://static.nhtsa.gov/odi/inv/2011/INRD-EA11003-59428P.PDF> (last accessed Nov. 6, 2018), at 146.

⁹ *Id.* at 148–50.





42. By March 2011, Bosch was continuing to receive “a respectable number of claimed [failures in] CR-pumps Typ CP4 for US-07” about which Volkswagen dealerships were reporting “[m]etal particle[s] at the filter.’ In a few cases the [dealer] use[s] this as an indication, to verify a

1 mechanical breakdown from the CR-pump.” Bosch’s response? “Please note[:] To find some
2 particle [sic] or dust in the main filter box, can not be prevented.”¹⁰

3 43. In June 2011, Bosch received a report from Volkswagen regarding a CP4 pump
4 failure in a 2.0L Volkswagen TDI in which the Volkswagen representative explained, “I have here a
5 pump from [sic] a 2.0L TDI. I have been testing a lot of these this week and many have an amount of
6 ‘metal Debris’ or other metallic particles in them.”¹¹ The following image of the contaminated pump
7 accompanied the email:



16 44. Indeed, Bosch CP4 failures in U.S. Audi and Volkswagen vehicles were widespread
17 and catastrophic by the end of 2011. *See* July 27, 2012 Bosch submission to NHTSA in response to
18 Inquiry No. INRD-EA11003, document entitled, “INRD-EA11003-59345P.pdf,” at 69 (emphasis
19 added) (Sept. 15, 2011 email from Volkswagen to Bosch re: “080211_Status_CP4.1_Bosch,” in
20 which the Volkswagen representative sends a formal “change request in [the] form of exemplary
21 documents on failures of high-pressure diesel pump Bosch CP4.1. *I think the failures are well*

22
23
24 ¹⁰ Mar. 22, 2011 email from Bosch employee to Volkswagen employees regarding analysis of
25 failing CP4 fuel pumps, produced in response to NHTSA Inquiry EA11003EN-00639[0], available at
26 <https://static.nhtsa.gov/odi/inv/2011/INRD-EA11003-59428P.PDF> (last accessed Nov. 6, 2018), at
11; *see also id.* at 19-22 (spreadsheet showing results of Bosch’s pre-analysis of HPFP failures in
Volkswagen/Audi vehicles where “metal chips found in fuel system”).

27 ¹¹ Mar. 7, 2011 Bosch submission to NHTSA in response to Inquiry No. INRD-EA11003,
28 document entitled, “INRD-EA11003-59347P.pdf,” at 12 (June 9, 2011 email from Volkswagen
Group of America, Inc. to Bosch re: “2.0L TDI Fuel Pump”).

1 **known.** It is also important to know that not only the high-pressure fuel pump, but the entire
 2 injection system is to be replaced in case of damage to a HPP with a cost >[REDACTED] caused by
 3 chip contamination”).

4 45. Yet Bosch went on to supply the CP4 fuel pumps to multiple automotive
 5 manufacturers, including Ford, in 2011 and later model years, enticing them with the prospect of a
 6 cheaper fuel injection pump than the CP4’s predecessor.

7 **C. 2010: Ford equips its diesel Power Stroke engines with the Bosch CP4 Pump.**

8 46. Since 1994, Ford has marketed a “Power Stroke” diesel engine. The original “Power
 9 Stroke” engine was actually designed and manufactured by Navistar International, not Ford. Ford
 10 relied on the expertise of Navistar, originally known as the International Harvester Company, from
 11 Chicago, Illinois, and re-branded the popular engine as its own. The Navistar-produced “Power
 12 Stroke” engine enjoyed a reputation for reliability. Ford utilized the Navistar 7.3L “Power Stroke”
 13 engine until the year 2003, and it enjoyed a reputation as possibly the best engine Navistar ever
 14 produced.

15 47. Seeking to gain an advantage, Ford began a long partnership with Bosch in 2004. But
 16 from the beginning, Ford was aware of a mismatch between Bosch’s European fuel injection pumps
 17 and American diesel fuel. Ford was also alarmed at the high stakes of a pump failure if it were
 18 covered under warranty. In an email, a Ford fuel injection engineer referenced a trip to Germany to
 19 meet with Bosch and some photos that Bosch may share. The attachment to his email stated:

20 U.S. diesel standards (ASTM D975) allow up to 500 ppm water
 21 content in fuel; European specifications (EN590) allow 200 ppm max.
 22 More variation in U.S. Consumer fuel sources and fuel quality vs.
 23 European markets—high volume truck stops vs. low volume
 24 neighborhood gas stations equipped w/diesel, use of off-road diesel
 fuel by some consumers, etc. . . . failure mode in one component,
 entire system (all injectors, pump, rails and lines) would require
 replacement—major warranty expense component

25 Oct. 21, 2004 email from Dave Eastman of Ford’s Diesel Fuel Injection Systems Department.

26 48. In connection with this problem, in 2009, Ford was discussing the decreased lubricity
 27 of ultralow sulfur American diesel (“ULSD”). A November 17, 2009 email from Brien Fulton,
 28 Diesel Powertrain Systems Technical Specialist at Ford, to Beth Raney-Pablo from the Fuels and

1 Lubricants Engineering Department at Ford stated: “[T]he data does contain some ULSD which due
 2 to the process to remove sulfur tends to reduce lubricity.” A November 13, 2009 email from Brien
 3 Fulton to Scott Eeley at Ford stated: “You need to be aware of the current fuel lubricity levels . . . we
 4 have lots of fuel above 520 [micrometers].”¹²

5 49. Further, Ford accepted the fact that U.S. diesel was “out of spec” and chose against
 6 hardware changes, acknowledging and rejecting a suggestion from Chevron in November 2009 that
 7 “Ford need[s] to change hardware to be more robust instead of counting on the fuel suppliers to
 8 improve quality, or ask for tighter lubricity specification.”¹³

9 50. In September 2010, when Ford was still experiencing lubricity issues with its diesel
 10 HPFPs, Ford engineer Brien Fulton noted that, “Diesel fuel systems and water don’t mix, even on the
 11 microscopic level.”¹⁴

12 51. Thus, it is clear that Ford was concerned about the lubricity and uniformity of
 13 American diesel for its engines, and was aware of the cost to the consumer if the injection pump
 14 were to fail.

16
 17 ¹² Nov. 17, 2009 email chain involving Ford Diesel Powertrain Systems Technical Specialist
 18 Brien Fulton and other Ford employees re: “TLP09-117 Brief Report on HFRR Lubricity Evaluation
 19 of Diesel Fuels,” submitted by Ford to NHTSA in response to ODI Inquiry No. EA11003, part of
 20 compilation of Ford fuel pump-related emails in “Appendix G” to Ford’s Jan. 20, 2012 NHTSA
 21 submission (document titled “INRD-EA11003-50107P”), at 398-425. *See also id.* at 411 (from
 presentation slide headed, “Overview: North & South America Diesel Quality”: “North American
 fuels tend to have poorer lubricity and lower cetane[, whereas] South American fuels tend to have
 comparable lubricity to EU fuels.”).

22 ¹³ Nov. 13, 2009 email from Chevron Ornite Company OEM & Industry Liaison Jerry C. Wang
 23 to Ford employees re: “TLP09-117 Brief Report on HFRR Lubricity Evaluation of Diesel Fuels,”
 24 submitted by Ford to NHTSA in response to ODI Inquiry No. EA11003, part of compilation of Ford
 25 fuel pump-related emails in “Appendix G” to Ford’s Jan. 20, 2012 NHTSA submission (document
 titled “INRD-EA11003-50107P”), at 433. *See also id.* (emphasis added) (Wang presents another
 option to Ford, stating, “[T]his is an out of spec fuel issue so there is no need to change hardware and
 hope fuel quality will improve or ***just accept this as fact of life if the warranty is manageable***”).

26 ¹⁴ Sept. 17, 2010 email from Ford Diesel Powertrain Systems Technical Specialist Brien Fulton
 27 to Ford employees Robin Lawther, Forest Heggie, Karl Burroughs, and Carlos Armesto re: “High
 28 pressure fuel systems vs water in diesel fuel,” submitted by Ford to NHTSA in response to ODI
 Inquiry No. EA11003, part of compilation of Ford fuel pump-related emails in “Appendix G” to
 Ford’s Jan. 20, 2012 NHTSA submission (document titled “INRD-EA11003-50107P”), at 365-66.

52. In 2010, Ford sought to increase its profits by making its own diesel engines, and it continued to work with Bosch for the design of the fuel injection system. Under the leadership of Derrick Kuzak, group vice president of Global Product Development, Ford advertised that its “new diesel engine will deliver significant improvements in torque, horsepower, and fuel economy while adding more fueling flexibility.” *See also* “A New Era in Ford Diesel Technology for Pickups Starts Now,” Ford Social, available at https://social.ford.com/en_US/story/design/super-duty/a-new-era-in-ford-diesel-technology-for-pickups-starts-now.html (last accessed Oct. 1, 2018). For 2011, Kuzak promised, “This all-new diesel engine has been so extensively tested both in the lab and in the real world that we’re confident we’re giving our customers the most reliable and productive powertrain available today.” *Id.* Ford claimed that the new Power Stroke engine could utilize up to 20 percent biodiesel. *See id.* However, in order to achieve greater fuel efficiency, the Power Stroke engine incorporated a newer, lower-volume fuel injection pump, Bosch’s CP4 pump.

53. At least as early as 2010, Ford began looking for ways to blame consumers or fuel supplies for the poor performance of their CP4 pumps:

2008–2011 Super Duty, equipped with the diesel engine that have been filled with gasoline, incorrect diesel fuel or other non-diesel fuels can damage the fuel system components, including the High-Pressure Injection Pump and fuel injectors. Non-recommended fuels and additives do not meet the lubricating, cooling and anti-corrosion properties that is required of the fuel system components.

Sept. 8, 2010 Technical Service Bulletin (“TSB”) email by Tony Lusardi, Ford Product Concern Engineer for the 6.7L Diesel. Rather than acknowledge the problems with the Bosch CP4 Pump and American diesel fuel as the cause of engine troubles, Bosch and Ford would point to fuel contamination, a condition not covered under warranty.¹⁵

¹⁵ *See, e.g.*, Nov. 23, 2009 email from Ford Diesel Drivability Service Engineer Zachary Baker to Ford Diesel Engine Team Leader Derek McCallister re: “6.4 Pump & Injectors,” submitted by Ford to NHTSA in response to ODI Inquiry No. EA11003, part of compilation of Ford fuel pump-related emails in “Appendix G” to Ford’s Jan. 20, 2012 NHTSA submission (document titled “INRD-EA11003-50107P”), at 8 (emphasis added) (Baker explaining how to deal with customer warranty claims involving HPFP failures as follows: “In the event that fuel contamination is evident (contaminated fuel, corrosion in the secondary filter housing, rusted injector barrels, etc.), **and there is a catastrophic fuel system failure with debris in the fuel system**, I will advise the dealer that **the**

54. On February 7, 2011, as the first models of the Class Vehicles were being sold, NHTSA investigated Ford for a potential defect in its predecessor diesel high pressure fuel injection pumps as well as certain model year vehicles containing the CP4 pump.¹⁶ On March 30, 2011, Ford internally activated a “Job Aid” for Ford dealers to address “2011 F-Super Duty vehicles equipped with a 6.7L diesel engine which . . . may have damaged fuel system components including the high pressure (HP) pump and fuel injectors. *Fuel and additives which do not meet the minimum lubrication, cooling and anti-corrosion properties* [sic] *required by the high pressure fuel system components* may cause symptoms including, but not limited to, the following: crank/no start, long crank/hard start, rough run, low power. . . and/or fuel rail pressure (FRP) slow to build.”¹⁷ These symptoms are known consequences of CP4 pump implosion.¹⁸

55. Indeed, field incidents involving CP4 implosions in 2011 MY Ford F-Series trucks came rolling in almost as soon as the vehicles were off the assembly line. For example, in its January 2012 submission to NHTSA in response to ODI Inquiry No. EA11-003, Ford submitted records of more than one-hundred 2011 model year F-Series diesel trucks having experienced engine

repair will likely not be covered under warranty due to fuel contamination”); *id.* at 2 (emphasis added) (Dec. 2, 2009, email from Ford engineer Scott Eeley to fellow Ford engineers Bob Espinoza, Leon Bergeron, Craig Davis, Scot McDonagh, Carlos Armesto et al. re: “6.4 Pump & Injectors,” (noting that “[m]ore than 115 ml water in the fuel system is abnormal and indicates excess water in the fuel supply chain. *Failures caused by non-specified fuel are not covered by Ford Motor Company Warranty—refer to Owners Guide*”); *id.* at 1 (discussing ways for Ford to “reduce warranty costs” by giving Ford service technicians tips for placing blame on consumers, such as identifying a historical “check engine light” diagnostic trouble code in the customer’s vehicle data download which indicates that the customer has “ignore[d] the light [and] they should be held responsible (insurance claim)”)).

¹⁶ The scope of the investigation was the 2008–2012 Super Duty F-Series trucks (NHTSA defect investigation EA11-003:NVS-213hkb).

¹⁷ Jan. 20, 2012 Ford Response to NHTSA Inquiry EA11-003, Document titled, “INRD-EA11003-50103P.pdf,” at 24 (Global Concern No. 103-2011-0041) (emphasis added).

¹⁸ See *infra* ¶¶ 71–74 (providing examples of CP4-related customer complaints in which drivers experience sudden engine shut off and inability to restart the vehicle).

1 destruction due to the defective CP4 fuel pump—many of which Ford identified as “Root Cause:
2 Poor lubricity fuel.”¹⁹

3 56. In this same January 2012 NHTSA submission, Ford represented the following: “Ford
4 has ensured that the HPFP design in the peer vehicles is compatible with diesel fuels sold in the
5 United States through engine and vehicle testing with the previously referenced diesel test fuels.”²⁰

6 57. Ford was clearly on notice that American fuel did not meet the specifications of the
7 Bosch CP4 Pump. Any reasonable person would think that Ford and Bosch would provide a more
8 lubricated or robust pump design going forward, but they did not. The affected Ford vehicles
9 containing the Bosch CP4 Pump are 2011–*present* model year Ford Pickups with 6.7L Power Stroke
10 engines, and the owners are saddled with the expense of Ford’s poor design choice. Ford doubled-
11 down on its choice to use the CP4 as the heart of its diesel engines. Rather than replace it, Ford
12 educated dealerships how to deceive customers convincing them that the devastating failures were
13 caused instead by contaminated fuel.

14 58. Moreover, Ford was on notice—and indeed, *admitted*—that high-pressure fuel pump
15 failures such as those associated with the CP4 pose an inherent risk to vehicle occupant safety. In
16 August 2016, Ford conducted a safety recall for MY 2015-16 Ford Transit vans equipped with 3.2-
17 liter diesel engines due to “[a] fuel injection pump malfunction” which “may cause the engine to not
18 start or stall without warning and without the ability to restart.”²¹ Ford further acknowledged that
19
20
21
22

23 ¹⁹ See *id.* at 502-547.

24 ²⁰ Jan. 20, 2012 Ford Response to NHTSA Inquiry EA11-003, Document titled, “INRD-
25 EA11003-50102P.pdf,” at 20, available at <https://static.nhtsa.gov/odi/inv/2011/INRL-EA11003-50102P.pdf> (last accessed Nov. 7, 2018).

26 ²¹ See Aug. 22, 2016, Ford Part 573 Safety Recall Report for NHTSA Recall Campaign No. 16V-
27 618, available at <https://static.nhtsa.gov/odi/rcl/2016/RCLRPT-16V618-7678.PDF> (last accessed
28 Nov. 14, 2018); see also <https://news.pickuptrucks.com/2016/08/recall-alert-2015-2016-ford-transit.html> (last accessed Nov. 14, 2018).

1 “[a]n engine stall while driving, without warning or the ability to restart can increase the risk of a
2 crash.”²²

3 **D. Ford’s knowledge of incompatibility, defectiveness, and failures associated with Bosch’s**
4 **CP4 Pump**

5 59. The Bosch CP4 Pump operates at higher pressures than its predecessor, the CP3. The
6 CP4 achieves greater fuel efficiency by pumping less fuel through the engine. The Bosch CP4 Pump
7 had a proven track record in Europe, but it is not compatible with American diesel fuel.

8 60. The CP4 relies on the diesel fuel itself to maintain lubrication. The lubricity of diesel
9 in Europe is more standardized than American diesel, but European diesel is also dirtier. Because
10 the sulfur in diesel exhaust is a major cause of smog and acid rain, in 2007, the EPA required diesel
11 fuel sold in the U.S. to have less than 15 ppm of sulfur. This is known as Ultra Low Sulfur Diesel
12 (“ULSD”). It is produced through a refinery process known as hydrodesulfurization (“HDS”).
13 Sulfur provides some of the lubricity needed for the pump to operate. But more importantly, the
14 refinery process required to produce low sulfur diesel destroys a variety of important nitrogen- and
15 oxygen-based polar and organic compounds that give diesel fuel its lubricity. As a result, American
16 diesel does not contain the lubrication necessary for the Bosch CP4 Pump to operate durably.

17 61. Low sulfur diesel fuel first appeared in American markets in the 1990s, with fewer
18 than 500 ppm of sulfur. It is estimated that 65 million fuel injection pumps failed as a result. It was
19 thought that the pumps failed at the equivalent of 100 to 200 hours of operation. Thus, the critical
20 importance of lubricity for diesel injection pumps was well known to all auto manufacturers for a
21 decade or more before the Class Vehicles were designed or introduced into the market.

22 62. Engine manufacturers were well aware of the mismatch between engine part
23 specifications that require a maximum of 460 wear scar, and the lower lubricity specifications of
24 Ultra Low Sulphur American diesel fuel:

25 Lubricity describes the ability of a fluid to minimize friction between,
26 and damage to, surfaces relative to motion under loaded

27 ²² Aug. 22, 2016 Ford Part 573 Safety Recall Report for NHTSA Recall Campaign No. 16V-618,
28 available at <https://static.nhtsa.gov/odi/rcl/2016/RCLRPT-16V618-7678.PDF> (last accessed Nov. 14, 2018).

1 conditions. Diesel fuel injection equipment relies on the lubricating
2 properties of fuel. Shortened life of engine components such as fuel
3 injection pumps and unit injectors can usually be attributed to lack of
4 fuel lubricity and, hence, lubricity is of concern to engine
5 manufacturers. This property is not addressed adequately by ASTM D
6 975.

7 Apr. 22, 2002 Truck & Engine Manufacturers' Association ("EMA"), Position Statement titled,
8 "EMA Consensus Position Pump Grade Specification." Ford Motor Company is a member of the
9 EMA.²³

10 63. Further, the EMA made clear:

11 Regardless of the fuel sulfur level, ASTM D975 currently requires
12 lubricity specified as a maximum wear scar diameter of 520
13 micrometers using the HFRR test method (ASTM D6079) at a
14 temperature of 60°C. Based on testing conducted on ULSD fuels,
15 however, fuel injection equipment manufacturers have required that
16 ULSD fuels have a maximum wear scar diameter of 460 micrometers.
17 EMA recommends that the lubricity specification be consistent with
18 the fuel injection equipment manufacturers' recommendation.

19 Aug. 8, 2005 Truck & Engine Manufacturers Association, Position Paper titled, "North American
20 Ultra Low Sulfur Diesel Fuel Properties."

21 64. In 2005, the EPA instituted a lubricity requirement for the lower sulfur diesel sold in
22 the U.S. It required sellers of diesel to ensure the fuel meets a minimum lubricity level of a
23 maximum wear scar diameter of 520 microns based on the testing and standard propounded by the
24 American Society for Testing and Materials ("ASTM") D-975. A prudent manufacturer would
25 design or select a fuel injection pump designed for this low lubricity fuel.

26 65. Yet, Bosch provided the Bosch CP4 Pump for Ford's Power Stroke engines in the
27 2010 and 2011 model years. It was no secret to them that the Bosch CP4 Pump is inappropriate for
28 diesel vehicles in the U.S. The Bosch CP4 Pump specifications for fuel lubricity allow for a
maximum of 460 wear scar. By definition, the 520 wear scar specification of American diesel fuel is
inadequate to lubricate the Bosch CP4 Pump.

²³ See *supra* note 1.

1 66. In order to increase fuel efficiency, Ford sold vehicles with a fuel injection pump that
2 was clearly out of specification, having inadequate lubrication for the U.S. market.

3 67. Ford was well aware of the consequences of this early-on. For example, in May 2010,
4 after analyzing foreign particles found in the fuel filter of a failed Audi diesel engine and
5 determining that the biodiesel used in the subject engine was “insufficient[ly] cleans[ed]” resulting in
6 deposit formation “which is not conducive to establishing the lubricating film in the [fuel pump]
7 roller support,” Bosch noted that, “When [diesel fuel] viscosity is too low, the lubricating film is not
8 established properly and mixed friction and surface contact occurs = bad.”²⁴ Likewise, in its January
9 2012 submission to NHTSA in response to the agency’s investigation into high-pressure fuel pump
10 failures, Ford noted that, “Inadequate lubricity can result in increased tailpipe emissions, excessive
11 pump wear and, in some cases, catastrophic failure.”²⁵ The CP4 is, by its own specifications,
12 expected to fail quickly when used in the U.S.

13 68. The Bosch CP4 Pump multiplies the diesel fuel problem in ways that are catastrophic.
14 Ford chose the Bosch CP4 Pump because it was supposed to improve fuel efficiency by using less
15 fuel. The Bosch CP4 Pump struggles to supply adequate fuel to the engine under the lower pressure
16 of newer engines. The combination of the low volume of fuel, which is under constant suction, and
17 the low lubricity of the fuel, allows cavitation of the fuel. Air pockets form inside the pump during
18 operation. These air bubbles allow metal to rub against metal. Ford had achieved greater fuel
19 efficiency at the expense of running the pump dry.

20 69. As the Bosch CP4 Pump wears, it sends metal shavings and sometimes even larger
21 particles throughout the fuel system. As the shavings disperse and contaminate the engine and the
22 high-pressure fuel system, the fuse of the proverbial CP4 “time bomb” has been lit, and it is only a
23

24
25 ²⁴ July 27, 2012 Bosch submission to NHTSA in response to Inquiry No. INRD-EA11003,
26 document entitled, “INRD-EA11003-59345P.pdf,” at 12-14 (May 26, 2010 email chain between
Audi and Bosch representatives re: “Particle analyses, fuel filter”).

27 ²⁵ Jan. 20, 2012 Ford Response to NHTSA Inquiry EA11-003, Document titled, “INRD-
28 EA11003-50102P.pdf,” at 19, available at <https://static.nhtsa.gov/odi/inv/2011/INRL-EA11003-50102P.pdf> (last accessed Nov. 7, 2018).

1 matter of time before the entire engine system fails. The failure of a CP4 pump requires repair or
 2 replacement of the entire high-pressure fuel system, including the pump, fuel injectors, fuel rails, and
 3 injection lines. Repair costs when a CP4 pump fails average between \$8,000.00 and \$20,000.00.

4 70. To be sure, Ford has been put on notice of *scores* of consumer complaints regarding
 5 the now-notorious and catastrophic engine failure caused by CP4 pump failure.

6 71. For example, on August 1, 2016, the owner of a 2015 Ford F-350 Supercab submitted
 7 the following complaint to NHTSA regarding the defective condition:

8 2015 F350 6.7 DIESEL WITH 46,000 MILES THAT IS DOWN
 9 BECAUSE HPOP IS DEFECTIVE AND SPREADING MEDAL
 10 THROUGH SYSTEM. FORD HAS INSPECTED AND SAID IT IS
 11 BECAUSE OF WATER IN FUEL, EVEN THOUGH NO WARNING
 12 LIGHTS OR CODES ARE AVAILABLE. FORD PULLED
 13 SENSORS OUT OF ENGINE AND REJECTED REPAIR BECAUSE
 14 OF TARNISH ON SENSORS. THE ONLY CODES WERE FOR
 15 (LOW FUEL PRESSURE & REDUCED POWER). NO OTHER
 16 CODES. INITIAL INSPECTION REVEALED ABOUT 3/4 INCH OF
 17 WATER IN WATER SEPARATOR BUT NO LIGHT OR CODE.
 18 THE WARNINGS OCCURRED WHEN TRUCK WAS STARTED
 19 AND IT RAN ABOUT 100 FT BEFORE BEING SHUTDOWN AND
 20 TOWED TO DEALERSHIP. THIS APPEARS TO BE A COMMON
 21 PROBLEM SINCE FORD OFFERS A REPAIR KIT FOR THIS
 22 ISSUE. TOTAL COST OF REPAIR IS BETWEEN \$9500,00 &
 23 \$12,500 DOLLARS AND THIS ON A TRUCK WHICH IS STILL
 24 UNDER WARRANTY THAT FORD WILL NOT HONOR. THE
 25 TRUCK WASN'T A YEAR OLD UNTIL MAY 2016 AND HAS
 26 BEEN DOWN FOR OVER FOUR MONTHS BECAUSE FORD
 27 WILL NOT REPAIR. THIS IS THE BOSCH C4 SERIES PUMP. *BF
 28 *TR^[26]

72. Indeed, Ford is notorious for blaming consumers for the failure and blatantly refusing
 to take responsibility for its own defective vehicle design. By way of example, see the following
 non-exhaustive list of complaints that consumers have filed with NHTSA regarding the same exact
 CP4-fueled issue occurring over and over again in Ford diesel vehicles:

- Mar. 21, 2014, 2013 Ford F-250 Supercab customer complaint filed with NHTSA:

HAD CHECK ENGINE LIGHT COME ON. BROUGHT TO FORD
 SERVICE 3 TIMES. THE LAST TIME THEY QUOTED ME 11,145

²⁶ NHTSA ID No. 10892303.

TO FIX SAYING WATER WAS IN FUEL. I THOUGHT IT WAS UNDER WARRANTY, WHICH THEY CLAIM IT IS NOT. MY INSURANCE COMPANY SENT BY AN ENGINEER, WHICH HE SENT FUEL TO INDEPENDENT LAB. FUEL RESULTS CAME BACK NEGATIVE FOR EXCESSIVE FUEL. TRUCK HAS BEEN AT SERVICE CENTER FOR 1 MONTH, WITH NO RESULTS.

*TR^[27]

- Jan. 9, 2014, 2013 Ford F-250 Supercab customer complaint filed with NHTSA:

VEHICLE STALLED AND STOPPED RUNNING IN TRAFFIC ON HIGHWAY 231 IN MONTGOMERY AL. . . . CALLED FORD ROADSIDE ASSIST. I HAVE 125K EXTENDED WARRANTY AND HAD VEHICLE TOWED TO NEAREST FORD DEALERSHIP. . . . VEHICLE WAS DIAGNOSED WITH 'EVIDENCE OF WATER IN FUEL SYSTEM[.]' THERE WAS NO WATER PRESENT IN SYSTEM, NO 'WATER IN FUEL SYSTEM' WARNING LIGHT HAS [EVER] LIT UP ON THIS VEHICLE, HAD IT CHECKED IN THE PAST, WAS TOLD WAS FUNCTIONAL, WAS TOLD REPAIRS WERE 'NOT COVERED.' THE REPAIRS ARE MORE THAN I CAN AFFORD FOR A TRUCK THAT IS UNDER WARRANTY. THIS IS CLEARLY A SYSTEM FAILURE. *TR^[28]

- Feb. 12, 2014, 2011 Ford F-350 Supercrew customer complaint filed with NHTSA:

THE ENGINE LIGHT CAME ON TODAY IN MY 2011 F350 DIESEL . DEALER SAYS DEF PUMP ERROR CODE. DEALER SAYS NO PUMPS AVAILABLE UNTIL 03/15/2014. I THINK FORD SHOULD ISSUE A SERVICE BULLETIN. DEALER SAYS NO WARRANTY. DEALER STATES TRUCK WILL SHUT DOWN AT ANY TIME. THIS SHOULD BECOME A RECALL ISSUE WITH THE NHTSA.

OWNERS OF THESE TRUCKS TOW TRAILERS FREQUENTLY WITH LENGTHS IN EXCESS OF 36'. HAVING A TOW VEHICLE SHUT DOWN IN TRAFFIC AT HIGHWAY SPEEDS IS EMINENTLY DANGEROUS AND WILL CAUSE FATALITIES REFER TO NHTSA CAMPAIGN NUMBER: 13V535000 ON SIMILAR VEHICLES. *TR^[29]

- May 23, 2014, 2011 Ford F-350 Supercrew customer complaint filed with NHTSA:

²⁷ NHTSA ID No. 10576017.

²⁸ NHTSA ID No. 10559221.

²⁹ NHTSA ID No. 10563967.

THIS DIESEL TRUCK WAS BEING DRIVEN AT 20 MPH WHEN WITHOUT ANY WARNING, THE ENGINE SHUT OFF RESULTING IN LOSS OF ALL POWER STEERING AND BRAKES. WOULD NOT RESTART. TOWED TO DEALER SERVICE. DEALER DIAGNOSED LACK OF FUEL PRESSURE AND THEY OBSERVED METAL SHAVINGS IN THE LOWER FILTER INDICATING THE HPFP WAS DISINTEGRATING. DEALER SUBMITTED PICTURES OF THE FLOW CONTROL VALVE TO FORD WARRANTY PRIOR APPROVAL PER SERVICE MANUAL DIRECTIONS. DEALER OBSERVATION WAS THAT THEY OBSERVED NO SIGNIFICANT WATER OR DEBRIS CONTAMINATION IN THE FUEL FILTER. PRIOR APPROVAL RESPONSE WAS THAT THE PICTURES SUBMITTED WERE REPRESENTATIVE OF FUEL CONTAMINATION AND DENIED THE WARRANTY COVERAGE FOR THE REPAIR. NO WATER IN FUEL INDICATION WAS EVER SEEN BY OWNER. FILTERS MAINTAINED PER MAINTENANCE SCHEDULE. BILL FOR REPAIR IS ESTIMATED AT APPROX \$11,000. TWO WEEKS PRIOR, THIS VEHICLE WAS TOWING A 14K LB 5TH WHEEL DOWN THE SANTIAM PASS IN OREGON. STEEP INCLINES, SHARP DROP OFFS, AND SNOW ON THE ROAD. A SUDDEN LOSS OF POWER WITHOUT WARNING WOULD VERY LIKELY HAVE RESULTED IN LOSS OF CONTROL OF THE VEHICLE, SEVERE BODILY INJURY, OR DEATH. IT APPEARS THE BOSCH CP4 FUEL PUMP WAS NOT DESIGNED TO OPERATE WITH THE 560 SCAR FUEL LUBRICITY OF US FUELS AND THAT FORD IS BLAMING PUMP FAILURES ON WATER CONTAMINATION BY OBSERVATION OF A CORROSION APPEARANCE ON ANOTHER COMPONENT. WARRANTY COVERAGE WAS DENIED WITHOUT ANY OBSERVATION OF THE FUEL PUMP ITSELF. NOTE THAT NO INDICATION THAT ANYTHING WAS WRONG WITH THE TRUCK WAS OBSERVED PRIOR TO THE FAILURE. THE TRUCK IS EQUIPPED WITH A FACTORY 5TH WHEEL HITCH AND IS INTENDED TO HAUL UP TO 21.5K LB TRAILERS. SUDDEN LOSS OF POWER STEERING AND BRAKES WITHOUT WARNING UNDER THIS INTENDED USE IS EXTREMELY DANGEROUS. *TR^[30]

- Aug. 14, 2014, 2013 Ford F-350 Supercrew customer complaint filed with NHTSA:

I WAS DRIVING IN MY NEIGHBORHOOD AT ABOUT 25 MPH AND THE ENGINE QUIT, AND WOULD NOT RESTART!! THE TRUCK HAD TO BE TOWED TO THE DEALER AND IT

³⁰ NHTSA ID No. 10593571.

HAS [BEEN] THERE FOR OVER A WEEK AND THEY CALLED YESTERDAY AND TOLD ME THERE WERE METAL SHAVINGS IN THE FUEL PUMP AND I DO NOT KNOW IF THE METAL SHAVINGS GOT INTO THE OIL SYSTEM TO RUIN THE ENGINE!! *TR^[31]

- Dec. 9, 2014, 2012 Ford F-250 Supercrew customer complaint filed with NHTSA:

TL* THE CONTACT OWNS A 2012 FORD F-250 SD. THE CONTACT STATED THAT WHILE DRIVING APPROXIMATELY 63 MPH, THE REDUCED POWER AND THE CHECK ENGINE WARNING LIGHTS ILLUMINATED. THE VEHICLE WAS TOWED TO A SECOND DEALER, WHO DIAGNOSED THAT THERE WAS AN UNKNOWN SUBSTANCE IN THE FUEL TANK. THE VEHICLE WAS NOT REPAIRED. . . . THE APPROXIMATE FAILURE MILEAGE WAS 18,877.^[32]

E. Supposed “remedies” are insufficient and costly.

73. Because of its compatibility with U.S. diesel fuel, CP4 pumps and corresponding fuel injection systems, even when replaced or “fixed,” will continue to fail in the Class Vehicles. Indeed, in a June 2010 email chain between Bosch and representatives of Audi and Volkswagen regarding the failure of a CP4 pump in a 2010 Audi A3 TDI, Audi asked Bosch, “[W]hy are the defects mentioned below still present after replacing the high-pressure pump and the injector? What could the [dealer] have done wrong by way of incorrect repair so that such defects are appearing?” Bosch responded that “In this case the complete fuel system (HPP, rail, injectors, **all** lines) need to be changed. . . . I assume that because of the ‘cruncher,’ the entire system is contaminated with chips, which are then pumped in circulation and can soon lead to the next failure! The rough running can be explained by the fact that a chip is already present before or in the injector and is impairing its function.”³³

³¹ NHTSA ID No. 10622326.

³² NHTSA ID No. 10663076.

³³ March 7, 2011 Bosch submission to NHTSA in response to Inquiry No. INRD-EA11003, document entitled, “INRD-EA11003-59347P.pdf,” at 79-80 (June 7-9, 2010 email chain between Bosch, Audi, and Volkswagen representatives regarding CP4 fuel pump failure falsely attributed to “misfuel”).

1 74. The Bosch CP4 Pump problem is so prevalent that several automotive manufacturers
2 now provide kits to mitigate the inevitable harm. “Disaster Preventer Kits” or “bypass kits” usually
3 refer to a fuel bypass system that does not prevent the failure, the loss of the expensive injection
4 pump, or the need to clean metal shavings from the fuel system. But these kits are designed to
5 redirect the lubricating fuel for the CP4 back to the fuel tank, so that it will be filtered before it
6 returns to the engine. The bypass kit directs the fuel contaminated with metal shavings into the gas
7 tank, which is less expensive to clean than the engine and high-pressure fuel system—in other words,
8 a Band-Aid solution. These bypass kits are also less expensive than more complete remedies,
9 requiring only \$300-\$400 in parts, and are marketed as having the ability to “[k]eep[] injectors/rails
10 safe from CP4 pump failure debris.”³⁴ Many consumers have turned to this sort of remedy
11 preemptively due to the known impending failures their vehicles are facing.

12 75. Another method of addressing the Bosch CP4 Pump failure is to modify the Class
13 Vehicles to return to the older, more reliable technology of simply using more fuel. With Duramax
14 engines, the strategy may be simply to buy a predecessor CP3 pump from an independent automotive
15 parts vendor and install it in place of the Bosch CP4 Pump. Indeed, the CP4 pump is so substandard
16 that many Class Vehicle owners have opted to replace their CP4 pumps with CP3 pumps at a cost of
17 at least \$3,000 per vehicle for the replacement parts alone.³⁵ Resorting to this “remedy” fails to make
18 consumers whole because they are not getting the fuel efficiency promised with the Bosch CP4
19 Pump, and for which they paid a premium. Further, consumers are having to pay thousands of
20 dollars out of pocket to essentially redesign a design flaw that was intentionally implemented by
21 Ford in the Class Vehicles.

24 ³⁴ Online sales listing for “Ford 6.7 CP4.2 bypass kit (2011+),” S&S DIESEL MOTORSPORT,
25 available at <https://ssdiesel.com/shop/all/ford-6-7-cp4-2-bypass-kit-2011/> (last accessed Nov. 13,
26 2018).

27 ³⁵ See, e.g., [http://www.engineered-diesel.com/lml-duramax-cp3-conversion-kit-with-re-](http://www.engineered-diesel.com/lml-duramax-cp3-conversion-kit-with-re-calibrated-pump-50-state-carb-certified)
28 calibrated-pump-50-state-carb-certified (selling “LML Duramax CP3 Conversion Kit with re-
calibrated Pump[s]” for \$3,000.00 and noting that the “[k]it is designed to replace the less reliable
CP4 that comes stock on the LML”).

1 76. Another potential “remedy” is to leave the CP4 in place on the Class Vehicle, but
 2 install a lift pump, a second pump to assist the Bosch CP4 Pump and increase the fuel pressure. But,
 3 again, this “remedy” deprives consumers of the fuel-efficiency for which they paid a premium.

4 77. The lift pump and CP3 pump options remedy part of the problem by pumping and
 5 burning more fuel. So, in addition to the expense of buying a new fuel injection pump, the
 6 “remedies” would require owners to purchase more fuel.

7 78. A fourth way to mitigate the damage is to spend money for fuel additives to increase
 8 the lubricity of the fuel. This approach may work best in conjunction with the previously discussed
 9 modifications, but even by itself, it can be expensive.

10 79. In short, there is no known way to remedy or mitigate CP4 pump failure without
 11 decreasing the fuel efficiency promised to Plaintiffs and other Class members and without significant
 12 expense to Plaintiffs and other Class members.

13 **F. Ford knew durability and superiority were material to consumers and made hollow**
 14 **promises of durability and superiority.**

15 80. Ford’s 2011 Super Duty truck brochures for the 6.7L Power Stroke engine equipped
 16 vehicles emphasized the “impressive fuel economy” and “DURABILITY: Super duty is built to the
 17 extremely high standards of durability and reliability you’d expect in a full-size pickup that’s Built
 18 Ford Tough.”³⁶

19 81. This same brochure also touted how the 2011 Ford Super Duty’s 6.7L Power Stroke
 20 diesel engine provided the “BEST DIESEL fuel economy, power and torque IN THE CLASS,” with
 21 a “**20% IMPROVEMENT IN FUEL ECONOMY** over the previous model, making it the best in
 22 its class.”³⁷

26 ³⁶ 2011 Ford Super Duty Brochure, at 2, available at
 27 [https://www.ford.com/services/assets/Brochure?make=Ford&model=SuperDuty&year=2011&postal](https://www.ford.com/services/assets/Brochure?make=Ford&model=SuperDuty&year=2011&postalCode=55401)
 28 Code=55401 (last accessed Nov. 15, 2018).

³⁷ *Id.* at 5.



6.7L V8 DIESEL PERFORMANCE
14% MORE PEAK HP and 23% MORE PEAK TORQUE, at lower rpm, than its predecessor.

Torque (lb.-ft.)
Horsepower

800
400

1,000 2,000 3,000 4,000
Engine speed (rpm)

A ALUMINUM CYLINDER HEADS with precision dual water jackets reduce weight and improve cooling.

B CLASS-EXCLUSIVE INBOARD EXHAUST AND OUTBOARD AIR INDUCTION architecture helps reduce turbo lag.

C COMMON-RAIL FUEL INJECTION SYSTEM, operating at nearly 30,000 psi, uses precise control to provide optimum power, efficiency and noise, vibration and harshness (NVH) performance.

D CLASS-EXCLUSIVE SINGLE-SEQUENTIAL TURBOCHARGER uses the compact, efficient design of a dual-slided compressor wheel to help deliver maximum power quickly.

- **ENGINE-EXHAUST BRAKING** helps provide better grade descent control with less brake and transmission wear and tear. Fully integrated with tow/haul mode, it provides increased engine braking at higher engine speeds.
- **LOWEST NVH IN THE CLASS** with a notably quieter, more refined sound than ever before – the result of meticulous attention paid to the designs of the combustion system, the engine block and the turbocharger.
- **CLEANEST SUPER DUTY DIESEL EVER** reduces nitrogen oxide (NOx) levels by more than 80% compared to last year.

BEST DIESEL
fuel economy,
power and torque
IN THE CLASS.

Ford 6.7L Power Stroke® V8 Turbo Diesel.

Designed, engineered and built by Ford, this heavy-duty diesel helps Super Duty® deliver up to a **20% IMPROVEMENT IN FUEL ECONOMY** over the previous model, making it the best in its class.¹ It also gives you best-in-class horsepower and torque. We're talking **400 HP** and a massive **800 LB.-FT. OF TORQUE**. That's a game-changing combination. And this **B20-CAPABLE** engine has already proven itself in over 10 million miles of cumulative testing. It's the **MOST TESTED POWER STROKE DIESEL ENGINE EVER**.

¹Based on Ford drive-cycle tests of comparably equipped 2011 Ford and 2010/2011 competitive models.

2011 **SUPER DUTY®**

ford.com



82. Ford similarly touted its 2012 Super Duty 6.7L Power Stroke diesel trucks as “delivering up to a 20% improvement in fuel economy over the previous generation, making it the best in its class.”³⁸

³⁸ 2012 Ford Super Duty Brochure, at 7, available at <https://www.thoroughbredford.com/PDF-Vehicles/2012/2012-SuperDuty.pdf> (last accessed Nov. 15, 2018).

DIESEL BEATS THE COMPETITION 3 TIMES OVER.

The 6.7L Power Stroke® V8 Turbo Diesel – designed, engineered and built by Ford – helps this Super Duty® deliver up to a 20% Improvement in fuel economy over the previous generation, making it the best in its class.¹ It also gives you best-in-class horsepower and torque. We're talking 400 hp and a massive 800 lb.-ft. of torque. That's a game-changing combination. And this B20-capable engine has already proven itself in over 10 million miles of cumulative testing. It's the most tested Power Stroke diesel engine ever.

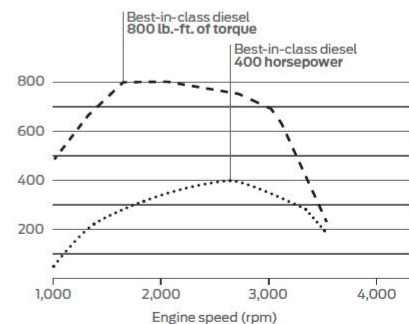


Delivers maximum power quickly. The diesel engine's class-exclusive single-sequential turbocharger features the compact, efficient design of a dual-sided compressor wheel.

Helps maintain the peace. With its notably quiet, refined sound, our diesel produces the lowest NVH in the class – the result of meticulous attention paid to the combustion system, engine block and turbocharger designs.

Powers upfits anytime the engine's running. Whether you're in motion or at a complete stop, you can power your upfits with the diesel and our class-exclusive live-drive power takeoff (PTO) provision.² It keeps the job going with an output gear linked directly to the engine crankshaft.

Cleanest Super Duty diesel ever. This engine utilizes industry-proven technology and innovative Ford strategies to meet the latest federal emissions standards – reducing nitrogen oxide (NOx) levels by more than 80% compared to the previous generation diesel. For your part, just watch for a low diesel exhaust fluid (DEF) alert in the vehicle's message center, then locate the blue DEF fill cap next to your green diesel fuel cap and replenish the DEF supply. The reservoir holds 5 gallons of Ford-approved DEF, which can be purchased from your Ford Dealer or other authorized retailers.



¹Based on Ford drive-cycle tests of comparably equipped 2011 Ford and 2010/2011 competitive models. ²Available feature.

2012 **SUPER DUTY**® ford.com

83. Similarly, in its advertising materials for the 2013 Ford Super Duty 6.7L Power Stroke diesel truck, Ford noted that, “This Super Duty® has endured more torture testing than any

previous generation of Ford Truck—including over 10 million cumulative miles on the most tested Power Stroke® diesel engine ever.”³⁹

84. The brochure specifically touts Ford’s 2013 6.7L Power Stroke Diesel truck as having “[b]est-in-class horsepower, torque and fuel economy,” explaining that the truck “delivers 400 hp, 800 lb.-ft of torque, and up to a 20% improvement in fuel economy over the previous generation, making it the best in its class.”⁴⁰



DIESEL BEATS THE COMPETITION 3 TIMES OVER.

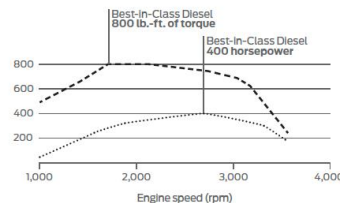
Best-in-class horsepower, torque and fuel economy! The 6.7L Power Stroke® V8 Turbo Diesel gives you all 3. With this advanced engine, Super Duty® delivers 400 hp, 800 lb.-ft. of torque, and up to a 20% improvement in fuel economy over the previous generation, making it the best in its class. Designed, engineered and built by Ford, the 6.7L features many innovative details including aluminum cylinder heads with precision dual water jackets that help minimize weight and maximize cooling. It's also the most tested Power Stroke diesel ever. This B20-capable engine has proven itself in over 10 million miles of cumulative testing under extreme conditions from 120°F scorching heat to -40°F bone-chilling cold. It's Built Ford Tough®.

Cleanest Super Duty diesel ever. This engine generation utilizes industry-proven technology and innovative Ford strategies to meet the latest federal emissions standards—reducing nitrogen oxide (NOx) levels by more than 80% compared to the previous-generation diesel. For your part, just watch for a low diesel exhaust fluid (DEF) alert in the vehicle's message center, then locate the blue DEF fill cap and replenish the DEF supply. The reservoir holds 5 gallons of Ford-approved DEF, which can be purchased from your Ford Dealer or other authorized retailers.

Delivers maximum power quickly. The diesel engine's class-exclusive single-sequential turbocharger features the compact, efficient design of a dual-sided compressor wheel.

Powers up anytime the engine's running. Whether you're in motion or at a complete stop, you can power your upfits with the diesel and our class-exclusive live-drive power take-off (PTO) provision.² It keeps the job going with an output gear linked directly to the engine crankshaft.

Standard TorqShift® 6-speed SelectShift Automatic® This rugged transmission is also designed, engineered and built by the Ford powertrain team. Its torque converter includes low-speed lockup capability (down to 900 rpm), which enables the engine to run efficiently at lower rpm. The high-strength sinter-metal carrier, with its patented Ford rocker one-way clutch, easily handles the extreme low-end torque of the diesel engine, as well as the high speeds of the gas engine. Plus, a high-capacity, high-efficiency fluid filter extends your fluid- and filter-change intervals up to 150,000 miles.



¹Based on Ford drive-cycle tests of comparably equipped 2011/2012 Ford and 2011/2012 competitive models. ²Available feature.

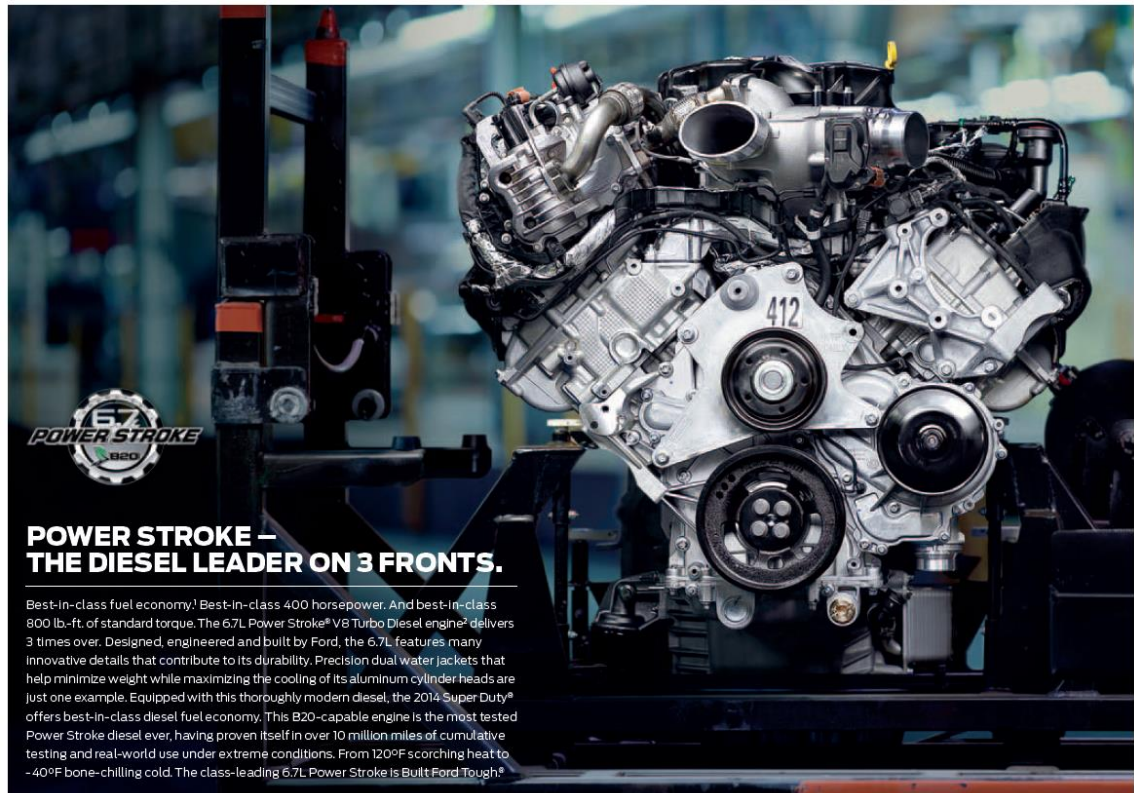
2013 SUPER DUTY®
ford.com



³⁹ 2013 Ford Super Duty Brochure, at 4, available at <https://www.ford.com/services/assets/Brochure?make=Ford&model=SuperDuty&year=2013&postalCode=11738> (last accessed Nov. 15, 2018).

⁴⁰ *Id.* at 5.

85. Once again, in 2014, Ford proclaimed that its 6.7L diesel Power Stroke was “[t]he diesel leader on 3 fronts,” including “[b]est-in-class fuel economy[,] [b]est-in-class 400 horsepower[,] [a]nd best-in-class 800-lb.-ft. of standard torque,” with “innovative details that contribute to its durability.”⁴¹



86. In its 2015 Super Duty brochure, Ford proclaimed that the 6.7L Power Stroke diesel truck had been “[p]roven in over 12 million miles of cumulative testing and real-world use under extreme conditions,” making it “the most tested Power Stroke diesel ever.”⁴²

⁴¹ 2014 Ford Super Duty Brochure, at 4, available at <http://cdn.dealereprocess.net/cdn/brochures/ford/2014-f250superduty.pdf> (last accessed Nov. 15, 2018).

⁴² 2015 Ford Super Duty Brochure, at 4, available at <https://www.ford.com/services/assets/Brochure?make=Ford&model=SuperDuty&year=2015> (last accessed Nov. 15, 2018).



DO MORE THAN EVER WITH THE DIESEL LEADER.

Designed, engineered and built by Ford, our Second-Generation 6.7L Power Stroke® V8 Turbo Diesel engine¹ produces more power and torque than ever.

Its 860 lb.-ft. of torque and best-in-class 440 hp are facilitated in part by a new larger turbocharger, which helps improve airflow and performance. You'll really appreciate it when towing heavy loads uphill and at high altitudes.

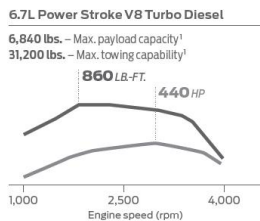
Best-in-class diesel fuel economy² is maintained with the help of new high-pressure fuel injectors that achieve a more efficient, cleaner burn.

Proven in over 12 million miles of cumulative testing and real-world use under extreme conditions, this B20-capable engine is the most tested Power Stroke diesel ever. From 120°F scorching heat to -40°F bone-chilling cold. Rest assured, it's Built Ford Tough®.



87. In Ford's 2016 Super Duty brochure, Ford touted its 6.7L Power Stroke diesel trucks by proclaiming that, "**Best-in-class diesel fuel economy** is maintained with the help of high-pressure fuel injectors that achieve a clean, efficient burn."⁴³

⁴³ 2016 Ford Super Duty Brochure, at 5, available at <https://www.ford.com/services/assets/Brochure?make=Ford&model=SuperDuty&year=2016&postalCode=15001> (last accessed Nov. 15, 2018).



DO MORE WITH THE DIESEL LEADER.

Designed, engineered and built by Ford, our 2nd-generation 6.7L Power Stroke® V8 Turbo Diesel engine² produces the power and torque you need to get the job done.

Best-in-class standard 860 lb.-ft. of torque and 440 hp are facilitated in part by a large turbocharger, which helps improve airflow and performance. You'll really appreciate it when towing heavy loads uphill and at high altitudes.

Best-in-class diesel fuel economy³ is maintained with the help of high-pressure fuel injectors that achieve a clean, efficient burn.

Power upfits any time, whether the truck is in motion or at a complete stop. Our class-exclusive live-drive power takeoff (PTO) provision² lets you power upfits whenever the diesel engine is running. It keeps the job going with an output gear linked directly to the engine crankshaft.

Proven in over 12 million miles of cumulative testing and real-world use under extreme conditions, this B20-capable engine is the most tested Power Stroke diesel ever. From 120°F scorching heat to -40°F bone-chilling cold. Rest assured, it's Built Ford Tough.[®]

F-350 LARIAT Crew Cab 4x4, Bronze Fire/Caribou two-tone. Available equipment.

¹When properly equipped. ²Available feature. ³Diesel fuel economy based on Ford simulated city-suburban drive-cycle tests of comparably equipped 2015 Ford and 2015 competitive models, consistent with SAE Standard J1321.



2016 SUPER DUTY[™]
ford.com



88. The following year, Ford proclaimed that its 2017 6.7L Power Stroke diesel truck was “the strongest . . . yet” and “[t]he most tested Power Stroke diesel ever,” with “class-best 925 LB.-FT. torque” and “unsurpassed diesel fuel economy.”⁴⁴

⁴⁴ 2017 Ford Super Duty Brochure, at 7, available at <https://www.ford.com/services/assets/Brochure?bodystyle=Truck&make=Ford&model=SuperDuty&year=2017> (last accessed Nov. 15, 2018).



89. For the 2018 model year, Ford promised consumers that its 6.7L Power Stroke diesel trucks would “deliver [the Super Duty’s] highest combination of horsepower and torque ever.”⁴⁵ Ford further noted that its “twin-pilot injection delivers smooth, quiet acceleration,” and that the trucks’ “large fuel tanks—up to 48 gallons maximum—help extend driving range.”⁴⁶ Most ironically, though, Ford bragged that the “strength and integrity of the 6.7L diesel is maintained by a masterful mix of component materials,” and that the truck has “excellent throttle response . . . delivered in part by a high-pressure, common rail fuel injection system . . . [with] plezo-controlled fuel injectors provid[ing] precise injection [and] superior fuel atomization.”⁴⁷

⁴⁵ 2018 Ford Super Duty Brochure, at 8, available at <https://www.ford.com/services/assets/Brochure?bodystyle=Truck&make=Ford&model=SuperDuty&year=2018> (last accessed Nov. 15, 2018).

⁴⁶ *Id.*

⁴⁷ *Id.*

ITS NUMBERS PUSH, PULL AND SPEAK FOR THEMSELVES. The output of the 6.7L Power Stroke® V8 Turbo Diesel engine¹ speaks volumes to loggers, landscapers, miners, oil field workers and everyone else who rely on it daily. This proven diesel is paired with an equally rugged TorqShift® 6-speed automatic transmission. Both are designed, engineered and built by Ford. Together, they deliver its highest combination of horsepower and torque ever. Twin-pilot injection delivers smooth, quiet acceleration. Large fuel tanks – up to 48 gallons maximum¹ – help extend driving range. Plus, a driver-controlled engine exhaust brake with on, off and auto settings allows use of engine braking to help slow the truck down and control vehicle speed. The most tested Power Stroke diesel ever is also B20-capable. And right where it belongs in the 2018 Super Duty.

**CLASS-BEST
935 LB.-FT. TORQUE | 450 HORSE POWER**



ROBUST HIGH-ALTITUDE PERFORMANCE comes courtesy of the high airflow supplied by the diesel's variable geometry turbocharger. Tuned specifically for this application, the turbocharger forces air into the cylinders to enhance performance, helping to deliver maximum power quickly.

EXCELLENT THROTTLE RESPONSE is delivered in part by a high-pressure, common rail fuel injection system. The fuel pump develops up to 29,000 psi operating pressure, and piezo-controlled fuel injectors provide precise injection. This combination yields superior fuel atomization, delivering excellent throttle response.

STRENGTH AND INTEGRITY of the 6.7L diesel is maintained by a masterful mix of component materials. Compacted graphite iron (CGI) imparts strength and durability to the deep-skirt engine block, while reducing weight. Cylinder heads made of aluminum help to further reduce weight and feature a 6-head-bolt-per-cylinder design to help improve sealing and maintain cylinder integrity.

90. Ford also provided an express five-year/100,000-mile warranty for the 6.7L Power Stroke diesel engine trucks.⁴⁸

91. Nevertheless, Ford has refused to honor its warranties, deviously claiming that the metal shavings caused by the failures of their pump design voided the warranty because they also caused fuel contamination.⁴⁹

G. Ford designed, manufactured and sold vehicles they knew would experience catastrophic failures which Ford would not honor under their warranties.

92. Despite the clear mis-match between the Bosch CP4 Pump and American diesel fuel, Ford has cleverly passed the \$8,000.00–\$20,000.00 cost of failure along to the consumer. Moreover,

⁴⁸ See, e.g., 2015 Ford Super Duty Brochure, at 24, available at <https://www.ford.com/services/assets/Brochure?make=Ford&model=SuperDuty&year=2015> (last accessed Nov. 15, 2018).

⁴⁹ See *supra* ¶ 53 & note 13 (detailing how Ford refuses to cover damage caused by CP4 pump implosion under warranty).

1 Ford's agents, specifically its dealerships, are determining that CP4 pump failures are not under
2 manufacturer warranty. The logic is that when a European-designed CP4 pump mists internal diesel
3 engine components, its innate incompatibility with less American diesel produces damaging levels of
4 metal-on-metal friction, launching metal debris into the high-pressure fuel system and the engine.
5 Warranties do not cover the use of contaminated fuel. Because the fuel is now contaminated with
6 metal from the pump, the repairs are for fuel contamination and are not covered by the warranties.

7 93. Ford induced Plaintiffs and other Class members to pay a premium for increased
8 durability, performance and fuel efficiency, with a design it has long known would cause fuel
9 contamination—a condition Ford now uses to absolve itself of the catastrophic and costly
10 consequences to Plaintiffs and other Class members.

11 VI. TOLLING OF THE STATUTE OF LIMITATIONS

12 94. As of the date of this Complaint, Ford continues to market its vehicles based on
13 superior durability, performance, and fuel efficiency, despite their knowledge that the Class Vehicles
14 are defective and have failed or will fail. In fact, Ford still has not disclosed and continues to
15 conceal that the Class Vehicles are defective, incompatible with American diesel fuel, and will
16 experience catastrophic and costly failure.

17 95. Until shortly before the filing of this Complaint, Plaintiffs and other Class members
18 had no way of knowing about Ford's wrongful and deceptive conduct with respect to their defective
19 Class Vehicles.

20 96. With respect to Class Vehicles that have not experienced CP4 pump failure, Plaintiffs
21 and other Class members did not discover and could not reasonably have discovered that their Class
22 Vehicles are defective, that their Class Vehicles are out of specification and incompatible with
23 American diesel fuel, that this incompatibility has resulted in the breakdown of fuel components and
24 contamination of fuel caused by the defective CP4 fuel pump, that their CP4 fuel pumps will fail,
25 that the durability and performance of their Class Vehicles is impaired by this defect and
26 incompatibility and that such durability and performance is far less than Ford promised, or that, as a
27 result of the foregoing, they overpaid for their vehicles, the value of their vehicles is diminished,
28 and/or their vehicles will require costly modification to avoid a catastrophic even more costly failure,

1 and that any such modifications will impair other qualities of the Class Vehicles that formed a
2 material part of the bargain between the parties in the purchase of the Class Vehicles by Plaintiffs
3 and other Class members.

4 97. With respect to Class Vehicles that have experienced CP4 pump failure prior to the
5 filing of this Complaint, Plaintiffs and other Class members did not discover and could not
6 reasonably have discovered that their CP4 pump failure was due to a defect known to Ford or that
7 such failure was due to an incompatibility between the Class Vehicle and the fuel intended by Ford
8 to be used in the Class Vehicles.

9 98. Within the time period of any applicable statutes of limitation or repose, Plaintiffs and
10 members of the proposed classes could not have discovered through the exercise of reasonable
11 diligence that Ford were concealing the conduct complained of herein and misrepresenting the
12 defective nature of the Class Vehicles.

13 99. Plaintiffs and other Class members did not discover, and did not know of facts that
14 would have caused a reasonable person to suspect that Ford did not report information within their
15 knowledge to consumers, dealerships or relevant authorities; nor would a reasonable and diligent
16 investigation have disclosed that Ford were aware of the non-conforming and defective nature of the
17 CP4 fuel pump and the Class Vehicles in which it was incorporated. Plaintiffs only learned of the
18 defective nature of the CP4 fuel injection pump and their vehicles and of Ford's scheme to design
19 and sell such non-conforming and defective fuel pumps and vehicles only shortly before this action
20 was filed.

21 100. All applicable statutes of limitation and repose have also been tolled by Ford's
22 knowing, active, and fraudulent concealment, and denial of the facts alleged herein throughout the
23 time period relevant to this action.

24 101. Instead of disclosing the defective nature of the CP4 fuel pumps to consumers, Ford
25 falsely represented that CP4 pump failure in the Class Vehicles was caused by Plaintiffs' or other
26 Class members' conduct or by the use of contaminated fuel.

1 102. In reality, Ford's conduct in designing, manufacturing, marketing or selling Class
2 Vehicles for use with American diesel fuel, with which Defendants knew the Class Vehicles were
3 incompatible, causes the "fuel contamination" that ultimately leads to CP4 pump failure.

4 103. Ford, with the purpose and intent of inducing Plaintiffs and other Class members to
5 refrain from filing suit, pursuing warranty remedies, or taking other action with respect to Ford's
6 conduct or the Class Vehicles, fraudulently concealed the true cause of CP4 pump failure by blaming
7 Plaintiffs, Class members and/or contaminated fuel when Ford, even before the design, manufacture
8 or sale of the Class Vehicles, knew that the defective nature of the Bosch CP4 Pump would and has
9 caused fuel contamination and resulting CP4 pump failure.

10 104. Ford was under a continuous duty to disclose to Plaintiffs and other Class members
11 the true character, quality and nature of the durability and performance of Class Vehicles, the
12 ongoing process of fuel contamination in Class Vehicles, CP4 pump failure, and the true cause of
13 CP4 pump failure. Instead, Ford knowingly, affirmatively, and actively concealed or recklessly
14 disregarded the foregoing facts. As a result, Ford is estopped from relying on any statutes of
15 limitation or repose as a defense in this action.

16 105. For the foregoing reasons, all applicable statutes of limitation and repose have been
17 tolled by operation of the discovery rule and by Ford's fraudulent concealment with respect to all
18 claims against Ford; and, Ford is estopped from asserting any such defenses in this action.

19 **VII. CLASS ACTION ALLEGATIONS**

20 106. Throughout this Complaint, "Class Vehicle" is defined as any vehicle fitted at any
21 time with a Bosch CP4 fuel pump.

22 107. Plaintiffs bring this action on behalf of themselves and as a class action, pursuant to
23 Federal Rule of Civil Procedure 23, on behalf of the following class (collectively, the "Class"):

24 All persons or entities in the state of California who are current or
25 former owners and/or lessees of 2011-2018 model year Ford diesel
 vehicles equipped with a Power Stroke 6.7L engine.

26 108. Excluded from the Class are individuals who have personal injury claims resulting
27 from a CP4 fuel injection pump failure. Also excluded from the Class are Ford and its officers,
28 directors, affiliates, legal representatives, employees, co-conspirators, successors, subsidiaries, and

1 assigns, as well as any entity in which Ford has a controlling interest. In addition, governmental
2 entities and any judge, justice, or judicial officer presiding over this matter and the members of their
3 immediate families and judicial staff are excluded from the Class. Plaintiffs reserve the right to
4 revise the Class definition based upon information learned through discovery.

5 109. Certification of Plaintiffs' claims for class-wide treatment is appropriate because
6 Plaintiffs can prove the elements of their claims on a class-wide basis using the same evidence as
7 would be used to prove those elements in individual actions alleging the same claim.

8 110. The Class Representatives are asserting claims that are typical of claims of the Class,
9 and they will fairly and adequately represent and protect the interests of Class in that they have no
10 interests antagonistic to those of the putative Class members.

11 111. The amount of damages suffered by each individual member of the Class, in light of
12 the expense and burden of individual litigation, would make it difficult or impossible for individual
13 Class members to redress the wrongs done to them. Plaintiffs and other members of the Class have
14 all suffered harm and damages as a result of Ford's unlawful and wrongful conduct. Absent a class
15 action, Ford will likely not have to compensate victims for Ford's wrongdoings and unlawful acts or
16 omissions, and will continue to commit the same kinds of wrongful and unlawful acts or omissions
17 in the future (indeed, upon information and belief, Ford continues to manufacture diesel-engine
18 vehicles with the ticking time-bomb that is the CP4 pump to this day).

19 112. **Numerosity under Federal Rule of Civil Procedure 23(a)(1):** The Class is so
20 numerous that individual joinder of all of its members is impracticable. Due to the nature of the
21 trade and commerce involved, Plaintiffs believe that the total number of Class Plaintiffs is at least in
22 the thousands, and are numerous and geographically dispersed across California. While the exact
23 number and identities of the Class members are unknown at this time, such information can be
24 ascertained through appropriate investigation and discovery, as well as by the notice Class members
25 will receive by virtue of this litigation so that they may self-identify. The disposition of the claims of
26 Class members in a single class action will provide substantial benefits to all parties and the Court.
27 Members of the Class may be notified of the pendency of this action by recognized, Court-approved
28 notice dissemination methods, which may include U.S. Mail, electronic mail, internet postings,

1 and/or published notice. The number of persons for whom this action is filed who are citizens of
2 California effectively exhausts the membership of the class, with the potential exception of some
3 few, but unknown, transients in California or residents of California who happen to be citizens of
4 other states.

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

- 8 a. Whether Ford engaged in the conduct alleged herein;
- 9 b. Whether Ford knew about the CP4 defect and the inherent problems related
10 thereto when said component part is used with American diesel fuel, and if so, how long Ford
11 knew or should have known as much;
- 12 c. Whether Ford designed, advertised, marketed, distributed, leased, sold, or
13 otherwise placed the defective Class Vehicles into the stream of commerce in the United
14 States;
- 15 d. Whether the Ford diesel engine systems that are the subject of this complaint
16 are defective such that they are not fit for ordinary consumer use;
- 17 e. Whether Ford omitted material facts about the quality, durability, fuel
18 economy, and vehicle longevity of the Class Vehicles;
- 19 f. Whether Ford designed, manufactured, marketed, and distributed Class
20 Vehicles with defective or otherwise inadequate fuel injection systems;
- 21 g. Whether Ford's conduct violates California consumer protection statutes, and
22 constitutes breach of contract or warranty and fraudulent concealment, as asserted herein;
- 23 h. Whether Plaintiffs and the other Class members overpaid for their vehicles at
24 the point of sale; and
- 25 i. Whether Plaintiffs and the other Class members are entitled to damages and
26 other monetary relief and, if so, what amount.

1 114. **Typicality under Federal Rule of Civil Procedure 23(a)(3):** Plaintiffs' claims are
2 typical of the other Class members' claims because all have been comparably injured through Ford's
3 wrongful conduct as described above.

4 115. **Adequacy of Representation under Federal Rule of Civil Procedure 23(a)(3):**
5 Plaintiffs are adequate Class representatives because their interests do not conflict with the interests
6 of the other Class members they seek to represent. Additionally, Plaintiffs have retained counsel
7 with substantial experience in handling complex class action and multi-district litigation. Plaintiffs
8 and their counsel are committed to prosecuting this action vigorously on behalf of the Class and have
9 the financial resources to do so. The interests of the Class will be fairly and adequately protected by
10 Plaintiffs and their counsel.

11 116. **Superiority of Class Action under Federal Rule of Civil Procedure 23(b)(3):** A
12 class action is superior to any other available means for the fair and efficient adjudication of this
13 controversy, and no unusual difficulties are likely to be encountered in the management of this class
14 action. The financial detriment suffered by Plaintiffs and the other members of the Class are
15 relatively small compared to the burden and expense that would be required to individually litigate
16 their claims against Ford. Accordingly, it would be impracticable for the members of the Class to
17 individually seek redress for Ford's wrongful conduct. Even if members of the Class could afford
18 individual litigation, the court system could not. Individualized litigation creates a potential for
19 inconsistent or contradictory judgments and increases the delay and expense to all parties and the
20 court system. By contrast, the class action device presents far fewer management difficulties and
21 provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a
22 single court.

23 **VIII. CAUSES OF ACTION**
24 **CLAIMS BROUGHT ON BEHALF OF THE CLASS**
 AND ON BEHALF OF THE NAMED PLAINTIFFS

25 **COUNT I**
26 **FRAUD BY CONCEALMENT**

27 117. Plaintiffs re-allege and incorporate the preceding paragraphs as though fully set forth
28 herein.

118. Plaintiffs bring this Count individually and on behalf of the Class against Ford.

119. As set forth above, Plaintiffs and other Class members have suffered from a defect that existed in the Class Vehicles which began damaging the Class Vehicles and their fuel delivery systems upon the first use of the Class Vehicles. Plaintiffs and other Class members are seeking recovery for this manifested defect and any and all consequential damages stemming therefrom.

120. As alleged above, Ford intentionally concealed and suppressed material facts concerning the durability and performance of the Bosch CP4 Pump and (more importantly) facts concerning the durability and performance of the Class Vehicles and their engines, in order to defraud and mislead the Class about the true nature of the Class Vehicles.

121. As alleged above, Ford knew at least by 2004 that its fuel injection systems required heightened lubricity, which was not met by American diesel fuel specifications.

122. As alleged above, Ford had specific knowledge by at least 2005 that their fuel injection systems were incompatible with American diesel fuel specifications.

123. As alleged above, prior to the design, manufacture and sale of the Class Vehicles, Ford knew that the Bosch CP4 Pumps were expected to quickly fail in the Class Vehicles and that such failure would result in contamination of the fuel system components and require repair and replacement of those components, the repairs or replacements of which Ford would refuse to cover under their warranties.

124. The foregoing omitted facts and representations were material because they directly impacted the value of the Class Vehicles purchased or leased by Plaintiffs and other Class members, because those facts directly impacted the decision regarding whether or not Plaintiffs and other Class members would purchase a Class Vehicle, and because they induced and were intended to induce Plaintiffs and other Class members to purchase a Class Vehicle.

125. Despite this knowledge, Ford marketed the Class Vehicles, touting the increased durability and performance of the Class Vehicles.

126. Due to their specific and superior knowledge that the Bosch CP4 Pumps in the Class Vehicles will fail, and due to their false representations regarding the increased durability of the Class vehicles, Ford had a duty to disclose to Class members that their vehicles were incompatible

1 with the use of U.S. fuel, that the Bosch CP4 Pumps will fail in Class Vehicles, that Class Vehicles
2 do not have the expected durability over other diesel vehicles or of their namesake predecessor
3 engines, that failure of the Bosch CP4 Pumps will cause damage to Class Vehicle engines and engine
4 systems, and that Class members would be required to bear the cost of the damage to their vehicles.

5 127. Ford knew that Plaintiffs and other Class members reasonably relied upon Ford false
6 representations and omissions. Plaintiffs and other Class members had no way of knowing that Ford
7 representations and omissions were false and misleading, that the Class Vehicles were incompatible
8 with the fuel Ford knew would be used to operate the Class Vehicles, that the normal and intended
9 use of the Class Vehicles will cause the Bosch CP4 Pumps to fail, or that Ford would refuse to
10 repair, replace or compensate Plaintiffs and other Class members for the failure of the Bosch CP4
11 Pumps and the known consequences of that failure to the Class Vehicle engines.

12 128. Plaintiffs and other Class members could not have known that the Class
13 Vehicles, which were touted by Ford for their durability and performance, will fail when used as
14 intended by the Ford to be used.

15 129. Ford knew that Plaintiffs and other Class members could not have known that Class
16 Vehicles will fail when used as intended by Defendants.

17 130. Ford falsely represented the durability of the Class Vehicles and omitted materials
18 facts regarding the lack of durability of the Class Vehicles, the incompatibility of the Class Vehicles
19 with the fuel intended by Ford to be used in the Class Vehicles, and the consequences of that
20 incompatibility, for the purpose of inducing Plaintiffs and other Class members to purchase Class
21 Vehicles, and to increase their revenue and profits.

22 131. Ford's devious scheme to design, market and sell Class Vehicles with defective CP4
23 pumps, knowing that U.S. fuel that was certain to be used in the Class Vehicles and the consequence
24 of using U.S. diesel fuel in those vehicles, then concealing their fraudulent scheme from the public
25 and consumers over numerous model years, reveals a corporate culture that emphasized sales and
26 profits over integrity and an intent to deceive Plaintiffs, other Class members and the American
27 public regarding the durability and performance of the Class Vehicles and their fuel delivery
28 systems.

1 132. Ford had a duty to disclose the incompatibility of Class Vehicles with U.S. diesel fuel,
2 including the consequences of that incompatibility, to Plaintiffs and Class members.

3 133. Had Plaintiffs and other Class members known that the Class Vehicles did not have
4 increased durability over other diesel vehicles, the Class Vehicles were incompatible with the fuel
5 intended by Plaintiffs, the other Class members and Ford to be used in the Class Vehicles (without
6 which the Class Vehicles would serve no purpose to Plaintiffs and other Class members), or that the
7 Class Vehicles will fail when used as intended, Plaintiffs and other Class members would not have
8 purchased a Class Vehicle, or would have paid substantially less for their Class Vehicle than paid
9 based on Ford's false representations and omissions, or, in the case of Plaintiffs and other Class
10 members whose vehicles experienced CP4 pump failure, would have taken affirmative steps to
11 mediate the impact of or prevent failure.

12 134. Because of Ford's false representations and omissions, Plaintiffs and other Class
13 members have sustained damages because they own vehicles that are diminished in value as a result
14 of Ford's concealment of the true nature and quality of the Bosch CP4 Pump and the Class Vehicles.

15 135. Ford's failure to disclose the incompatibility of the Class Vehicles with U.S. diesel
16 fuel was intended to cause and did cause Plaintiffs and other Class members to operate Class
17 Vehicles with U.S. fuel; and, as a result, certain Plaintiffs and other Class members have been
18 damaged by the failure of the Bosch CP4 Pumps and the resulting failure of Class Vehicle engines,
19 resulting in damages to Class members and Plaintiffs including but not limited to the cost of repair or
20 replacement of the CP4 fuel pump, the cost of damage caused to the Class Vehicles by the failure of
21 the CP4 fuel pump, loss of use of the Class Vehicles, loss of earnings, and other damages.

22 136. Accordingly, Ford is liable to Plaintiffs and other Class members for damages in an
23 amount to be proved at trial.

24 137. Ford's acts were done wantonly, maliciously, oppressively, deliberately, with intent to
25 defraud, and in reckless disregard of Plaintiffs' and other Class members' rights and the
26 representations made by Ford to them were made in order to enrich Ford. Ford's conduct warrants
27 an assessment of punitive damages in an amount sufficient to deter such conduct in the future, which
28 amount is to be determined according to proof.

COUNT II

**VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW
(CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*)**

138. Plaintiffs re-allege and incorporate the preceding Paragraphs as though fully set forth herein.

139. Plaintiffs intend to assert this Count individually and on behalf of the Class against Ford.

140. As set forth above, Plaintiffs and other Class members have suffered from a defect that existed in the Class Vehicles which began damaging the Class Vehicles and their fuel delivery systems upon the first use of the Class Vehicles. In this Count, Plaintiffs and other Class members are seeking any and all relief available under Cal. Bus. & Prof. Code § 17200 *et seq.* for this manifested defect and the consequences stemming therefrom, including restitution and injunctive relief.

141. California's Unfair Competition Law (UCL), Cal. Bus. & Prof. Code § 17200 *et seq.*, proscribes acts of unfair competition, including "any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising."

142. Ford's conduct, as described herein, was and is in violation of the UCL. Ford's conduct violates the UCL in at least the following ways:

- a. By failing to disclose that the CP4 high pressure fuel injection pump is out of specification for use with diesel fuel in the United States; that the fuel injection system on the Class Vehicles destroys the reliability and durability of the engine and its high pressure fuel system, because the fuel injection pump will run dry on the thinner, cleaner, less lubricating higher water content diesel used in the United States; that the CP4 pump will emit shavings of metal that travel throughout the engine and fuel injection system; and that eventually, the CP4 pump will fail catastrophically, requiring extensive repairs;
- b. By selling and leasing Class Vehicles that suffer from a defective Bosch CP4 fuel injection pump;

- c. By knowingly and intentionally concealing from Plaintiffs and the other Class members that the Bosch CP4 Pumps would fail in the Class Vehicles when used with American diesel fuel;
- d. By marketing Class Vehicles for their durability, reliability, and performance when Ford knew the Class Vehicles were incompatible with American fuel, causing the “fuel contamination” that ultimately leads to CP4 pump failure; and
- e. By violating other California laws, including California consumer protection laws.

143. Ford intentionally and knowingly misrepresented material facts regarding the Class Vehicles with an intent to mislead Plaintiffs and Class members.

In purchasing or leasing the Class Vehicles, Plaintiffs and the other Class members were deceived by Ford’s failure to disclose the incompatibility of Class Vehicles with U.S. diesel fuel and the fact that the Bosch CP4 fuel injection pumps were defective and have fail or will fail, requiring extensive repairs.

144. Plaintiffs and Class members were also deceived by Ford’s portrayal of the Class Vehicles as reliable, durable, and containing the fuel efficiency and power expected of a diesel vehicle and as compatible with American diesel fuel, even though Ford knew: (1) the Class Vehicles were incompatible with the use of U.S. fuel; (2) the Bosch CP4 pumps will fail in Class Vehicles; (3) Class Vehicles do not have the expected durability over other diesel vehicles or of their namesake predecessor engines; (4) failure of the Bosch CP4 Pumps will cause catastrophic damage to Class Vehicle engines; and (5) that Ford would require Plaintiffs and Class members to bear the cost of the damage to their vehicles.

145. Plaintiffs and Class members reasonably relied upon Ford’s false misrepresentations in making their decision to purchase their Class Vehicles. They had no way of knowing that Ford’s representations were false and gravely misleading. As alleged herein, Ford engaged in extremely sophisticated methods of deception. Plaintiffs and Class members did not, and could not, unravel Ford’s deception on their own.

1 146. Ford knew or should have known that its conduct violated the UCL.

2 147. Ford owed Plaintiffs and the Class a duty to disclose the incompatibility of Class
3 Vehicles with U.S. diesel fuel, including the consequences of that incompatibility, to Plaintiffs and
4 other Class members. Specifically, Ford:

- 5 a. Possessed exclusive knowledge that the lower lubricity of American diesel
6 could cause catastrophic failure in Class Vehicles' CP4 fuel injection system
7 components that are made to European diesel specifications;
- 8 b. Intentionally concealed the foregoing from Plaintiffs and other Class
9 members; and/or
- 10 c. Made incomplete representations that consumers' improper use of
11 contaminated or substandard fuels damaged Class Vehicles' fuel systems,
12 while purposefully withholding material facts from Plaintiffs and other Class
13 members that contradicted these representations.

14 148. Plaintiffs and the other Class members relied on Ford's material representations
15 and/or omissions that the Class Vehicles they were purchasing were durable and reliable vehicles
16 that were compatible with American diesel fuel and free from defects.

17 149. Ford's conduct proximately caused injuries to Plaintiffs and the other Class members.

18 150. Plaintiffs and the other Class members were injured and suffered ascertainable loss,
19 injury-in-fact, and/or actual damage as a proximate result of Ford's conduct in that Plaintiffs and the
20 other Class members overpaid for their vehicles, and/or their vehicles have suffered a diminution in
21 value, and/or their vehicles will require costly modification to avoid a catastrophic even more costly
22 failure, and that any such modifications will impair other qualities of the Class Vehicles that formed
23 a material part of the bargain between the parties in the purchase of the Class Vehicles by Plaintiffs
24 and other Class members. These injuries are the direct and natural consequence of Ford's
25 misrepresentations and omissions.

26 151. Ford's misrepresentations and omissions alleged herein caused Plaintiffs and the other
27 Class members to purchase or lease the Class Vehicles. Absent those misrepresentations and
28 omissions, Plaintiffs and the other Class members would not have purchased or leased Class

1 Vehicles, would not have purchased or leased Class Vehicles at the prices they paid, and/or would
 2 have purchased or leased less expensive alternative vehicles that did not contain defective Bosch
 3 CP4 fuel injection pump that was incompatible with American diesel fuel. Accordingly, Plaintiffs
 4 and the other Class members have suffered injuries in fact, including lost money or property, as a
 5 result of Ford's misrepresentations and omissions.

6 152. Plaintiffs seek to enjoin further unlawful, unfair, and/or fraudulent acts or practices by
 7 Ford under Cal. Bus. & Prof. Code § 17200.

8 153. Plaintiffs request that this Court enter such orders or judgments as may be necessary
 9 to restore to Plaintiffs and members of the Class any money Ford and/or its affiliates, subsidiaries,
 10 agents *et al.* acquired by unfair competition, including restitution and/or restitutionary disgorgement,
 11 as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Civ. Code § 3345; and for such other as may
 12 be appropriate.

13 **COUNT III**

14 **VIOLATIONS OF THE CONSUMER LEGAL REMEDIES ACT ("CLRA"),** 15 **(CAL. CIV. CODE § 1750, *ET SEQ.*)**

16 154. Plaintiffs re-allege and incorporate the preceding Paragraphs as though fully set forth
 17 herein.

18 155. Plaintiffs intend to bring this Count individually and on behalf of the Class against
 19 Ford.

20 156. Plaintiffs intend to assert a claim under the Consumer Legal Remedies Act, Cal. Civ.
 21 Code § 1750, *et seq.* ("CLRA"), which prohibits "unfair or deceptive acts or practices undertaken by
 22 any person in a transaction intended to result or which results in the sale or lease of goods or services
 23 to any consumer[.]" Cal. Civ. Code § 1770(a). Plaintiffs will make a demand in satisfaction of the
 24 Act and may amend this Complaint to Assert claims under the Act once thirty (30) days have elapsed
 25 from the time the demand is made. Plaintiffs and other Class members have suffered from a defect
 26 that existed in the Class Vehicles which began damaging the Class Vehicles and their fuel delivery
 27 systems upon the first use of the Class Vehicles. Plaintiffs and other Class members intend to seek
 28 appropriate relief under the CLRA for this manifested defect and any and all consequential damages

stemming therefrom. This paragraph is included for purposes of notice only and is not intended to actually assert a claim under the CLRA.

COUNT IV

UNJUST ENRICHMENT

157. Plaintiffs re-allege and incorporate the preceding paragraphs as though fully set forth herein.

158. Plaintiffs bring this Count individually and on behalf of the Class against Ford.

159. As set forth above, Plaintiffs and other Class members have suffered from a defect that existed in the Class Vehicles which began damaging the Class Vehicles and their fuel delivery systems upon the first use of the Class Vehicles. Plaintiffs and other Class members are seeking recovery for this manifested defect and any and all consequential damages stemming therefrom.

160. As a result of its wrongful and fraudulent acts and omissions, as set forth herein, pertaining to the defects in the Bosch CP4 Pump and the Class Vehicles and the concealment thereof, Ford charged a higher price for the Class Vehicles than the Vehicles' true value and Ford, therefore, obtained monies that rightfully belong to Plaintiffs and other Class members.

161. Ford has benefitted from manufacturing, selling, and leasing at an unjust profit defective Class Vehicles whose value was artificially inflated by Ford's concealment of the defective nature of the CP4 fuel pump and of the Class Vehicles and false representations related thereto.

162. Ford enjoyed the benefit of increased financial gains, to the detriment of Plaintiffs and other Class members, who paid a higher price for their vehicles that actually had lower values.

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

164. It would be inequitable and unconscionable for Ford to retain these wrongfully obtained benefits.

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

166. Ford knowingly accepted and retained the unjust benefits of its fraudulent conduct.

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

168. Plaintiffs and other Class members, therefore, seek an order establishing Ford as a constructive trustee of the profits unjustly obtained, plus interest.

COUNT V

BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY, (CAL. COM. CODE §§ 2314 AND 10212)

169. Plaintiffs re-allege and incorporate the preceding paragraphs as though fully set forth herein.

170. Plaintiffs bring this Count individually and on behalf of the Class against Ford.

171. As set forth above, Plaintiffs and other Class members have suffered from a defect that existed in the Class Vehicles which began damaging the Class Vehicles and their fuel delivery systems upon the first use of the Class Vehicles. Plaintiffs and other Class members are seeking recovery for this manifested defect and any and all consequential damages stemming therefrom.

172. A warranty that the Class Vehicles were in merchantable condition and fit for the ordinary purpose for which the vehicles are used is implied by law pursuant to Cal. Com. Code §§ 2314 and 10212. "The core test of merchantability is fitness for the ordinary purpose for which such goods are used. Such fitness is shown if the product is in safe condition and substantially free from defects." *Isip v. Mercedes-Benz, USA, LLC*, 155 Cal. App. 4th 19, 26 (2007); *see also Mexia v. Rinker Coat Co., Inc.*, 174 Cal. App. 4th 1291 (2009). Thus, "where a car can provide safe, reliable transportation, it is generally considered merchantable." *Am. Suzuki Motor Corp. v. Super. Ct.*, 37 Cal. App. 4th 1291 (1995). As demonstrated herein, the Class Vehicles are not substantially free from defects; the Class Vehicles contain an existing, manifested defect which is certain to continue to destroy the engines and other fuel system components and which renders the Class Vehicles unreliable.

173. Ford is and was at all times a "merchant" with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 10103(c), and a "seller" of motor vehicles under § 2103(1)(d).

1 174. With respect to leases, Ford is and was at all relevant times a “lessor” of motor
2 vehicles under Cal. Com. Code § 10103(a)(16).

3 175. The Class Vehicles are and were at all relevant times “goods” within the meaning of
4 Cal. Com. Code §§ 2105(1) and 10103(a)(8).

5 176. A warranty that the Class Vehicles were in merchantable condition and fit for the
6 ordinary purpose for which the vehicles are used is implied by law pursuant to Cal. Com. Code §§
7 2314 and 10212.

8 177. The Class Vehicles, when sold or leased and at all times thereafter, were not in
9 merchantable condition and are not fit for the ordinary purpose for which vehicles are used.
10 Specifically, the Class Vehicles are incompatible with the use of American diesel fuel (the fuel Ford
11 intended and expected to be used by Plaintiffs and other Class members) in that use of American
12 diesel fuel (the only fuel reasonably available to Plaintiffs and other Class members) causes a
13 breakdown of the CP4 fuel pump (a condition that Ford knew would occur prior to its design and
14 sale of the Class Vehicles), resulting in fuel contamination, ultimate and catastrophic failure of the
15 Bosch CP4 Pump, and contamination and failure of other components in the Class Vehicle fuel
16 delivery system..

17 178. It was reasonable to expect that Plaintiffs may use, consume or be affected by the
18 defective vehicles, regardless of contractual privity with Ford.

19 179. The Class Vehicles contained an inherent defect that was substantially certain to result
20 in malfunction during the useful life of the product.

21 180. Ford was provided notice of these issues within a reasonable time of Plaintiffs’
22 knowledge of the non-conforming or defective nature of the Class Vehicles, by letters from
23 Plaintiffs’ counsel, on behalf of Plaintiffs, to Ford, complaints by Plaintiffs or Class members to Ford
24 either orally or in writing, complaints to Ford dealerships, intermediate sellers, or repair facilities
25 either orally or in writing, presentation of the vehicles for repair to dealerships or to intermediate
26 sellers or repair facilities, countless consumer complaints to NHTSA regarding the defect that is the
27 subject of this Complaint, and/or by the allegations contained in this Complaint.
28

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

COUNT VI

**BREACH OF EXPRESS WARRANTY,
(CAL. COM. CODE §§ 2313 AND 10210)**

182. Plaintiffs re-allege and incorporate the preceding paragraphs as though fully set forth herein.

183. Plaintiffs bring this Count individually and on behalf of the Class against Ford.

184. As set forth above, Plaintiffs and other Class members have suffered from a defect that existed in the Class Vehicles which began damaging the Class Vehicles and their fuel delivery systems upon the first use of the Class Vehicles. Plaintiffs and other Class members are seeking recovery for this manifested defect and any and all consequential damages stemming therefrom.

185. Ford is and was at all relevant times a "merchant" with respect to motor vehicles under Cal. Com. Code §§ 2104(1) and 13103(c), and a "seller" of motor vehicles under § 2103(1)(d).

186. With respect to leases, Ford was at all relevant times a "lessor" of motor vehicles under Cal. Com. Code § 10103(a)(16).

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

188. In connection with the purchase or lease of each or one of their new vehicles, and as described more fully above, Ford provided an express written warranty and provided other express warranties to Plaintiffs and other Class members.

189. Ford's warranties formed a basis of the bargain that was reached when Plaintiffs and other Class members purchased or leased their Class Vehicles, which were, unknown to Plaintiffs and other Class members, equipped with defective CP4 fuel injection pumps.

190. Plaintiffs and other Class members experienced defects within the warranty period by way of fuel contamination and/or failure of the Bosch CP4 Pump and/or damage to the engine and fuel delivery system.

1 191. Despite the existence of warranties, Ford failed to inform Plaintiffs and other Class
2 members that the use of American diesel fuel in Class Vehicles (as intended and directed by Ford)
3 would cause a material breakdown of the Bosch CP4 Pump, resulting in fuel contamination,
4 complete failure of the Bosch CP4 Pump and catastrophic failure of other fuel system components in
5 the Class Vehicles.

6 192. Ford failed to fix the defective and non-conforming condition of, and failed to fix the
7 resulting damage to the Class Vehicles, free of charge.

8 193. Ford breached the express warranty promising to repair and correct a manufacturing
9 defect or materials, workmanship or parts they should have provided free of charge. Ford has not
10 repaired and is unable to repair the Class Vehicles' materials and workmanship defects, as American
11 diesel fuel will continue to corrode any purportedly "fixed" fuel injection system.

12 194. Affording Ford a reasonable opportunity to cure its breach of express warranties
13 would be unnecessary and futile here. Ford promised increased durability, performance and fuel
14 efficiency in the Class Vehicles based on the advancement of the Bosch CP4 Pump. The superiority
15 claimed by Ford of the Class Vehicles cannot be maintained by any repair or replacement or by
16 Ford's: (a) replacement of the defective CP4 pump with the older, less fuel-efficient CP3 pump; or
17 (b) installation of a lift kit—as these remedies would not make Plaintiffs and other Class members
18 whole because these remedies would result in reduced fuel efficiency. There is currently no known
19 repair, replacement or remedy that would correct the defect without impairing some other aspect of
20 the Class Vehicles or requiring increased maintenance, cost and time on the part of Plaintiffs and
21 other Class members.

22 195. The express warranties fail in their essential purpose because Ford cannot correct the
23 non-conforming and defective nature of the CP4 fuel injection pump within a reasonable time, and in
24 fact, cannot correct, repair or replace the CP4 fuel injection pump without creating a new defective
25 condition in the Class Vehicles, namely decreased fuel efficiency.

26 196. The warranties promising to repair and/or correct a manufacturing defect fail in their
27 essential purpose because the contractual remedy is insufficient to make Plaintiffs and the other
28

1 Class members whole and because Ford has failed and/or have refused to adequately provide the
2 promised remedies within a reasonable time.

3 197. Accordingly, recovery by Plaintiff and the other Class members is not restricted to the
4 warranty promising to repair and/or correct a manufacturing defect, and Plaintiffs, individually and
5 on behalf of the other Class members, seek all remedies as allowed by law.

6 198. In addition, at the time Ford warranted and sold or leased the Class Vehicles, it knew
7 the Class Vehicles were inherently defective and did not conform to their warranties; further, Ford
8 wrongfully and fraudulently concealed material facts regarding Class Vehicles. Plaintiffs and other
9 Class members were therefore induced to purchase or lease the Class Vehicles under false and/or
10 fraudulent pretenses.

11 199. Moreover, many of the damages flowing from the Class Vehicles cannot be resolved
12 through the limited remedy of replacements or adjustments, as many incidental and consequential
13 damages have already been suffered because of Ford's fraudulent conduct and because of its failure
14 to provide a remedy within a reasonable time, and any limitation on Plaintiffs' and the other Class
15 members' remedies would be insufficient to make Plaintiffs and other Class members whole.

16 200. Finally, because of Ford's breach of warranty as set forth herein, Plaintiffs and other
17 Class members assert, as an additional or alternative remedy, the revocation of acceptance of the
18 goods and the return to Plaintiffs and the other Class members of the Purchase or lease price of all
19 Class Vehicles currently owned or leased, and for such other incidental and consequential damages
20 as allowed.

21 201. Ford was provided notice of these issues within a reasonable time of Plaintiffs'
22 knowledge of the non-conforming or defective nature of the Class Vehicles, by letters from
23 Plaintiffs' counsel, on behalf of Plaintiffs, to Ford, complaints by Plaintiffs or Class members to
24 Defendants either orally or in writing, complaints to dealerships, intermediate sellers, or repair
25 facilities either orally or in writing, presentation of the vehicles for repair to dealerships, intermediate
26 sellers or repair facilities, and/or by the allegations contained in this Complaint.

27 202. As a direct and proximate result of Ford's breach of express warranties, Plaintiffs and
28 other Class members have been damaged in an amount to be determined at trial.

COUNT VIII
VIOLATION OF THE MAGNUSON-MOSS WARRANTY ACT,
(15 U.S.C. § 2301, *ET SEQ.*)

203. Plaintiffs re-allege and incorporate the preceding Paragraphs as though fully set forth herein.

204. Plaintiffs bring this Count individually and on behalf of the Class against Ford.

205. As set forth above, Plaintiffs and other Class members have suffered from a defect that existed in the Class Vehicles which began damaging the Class Vehicles and their fuel delivery systems upon the first use of the Class Vehicles. Plaintiffs and other Class members are seeking recovery for this manifested defect and any and all consequential damages stemming therefrom.

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

207. The Class Vehicles manufactured and sold by Ford are “consumer products” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

208. Plaintiffs and other Class members are “consumers” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3). They are consumers because they are persons entitled under applicable state law to enforce against the warrantors the obligations of their implied warranties.

209. Ford was a “supplier” and “warrantor” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)–(5).

210. 15 U.S.C. § 2310(d)(1) provides a cause of action for any consumer who is damaged by the failure of a warrantor to comply with an implied warranty.

211. Ford provided Plaintiffs and other Class members with an implied warranty of merchantability in connection with the purchase or lease of the Class Vehicles, that is an “implied warranty” within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(7). As a part of the implied warranty of merchantability, Ford warranted that the Class Vehicles were fit for their ordinary purpose as motor vehicles, would pass without objection in the trade as designed, manufactured, and marketed, and were adequately contained, packaged, and labeled.

1 212. Ford breached its implied warranties, as described in more detail above, and is
2 therefore liable to Plaintiffs and other Class members pursuant to 15 U.S.C. § 2310(d)(1). Without
3 limitation, the Class Vehicles were equipped with defective CP4 fuel pumps that are incompatible
4 with American diesel fuel (which fuel is intended by Ford to be used in the Class Vehicles, expected
5 by Plaintiffs and other Class members to be used in Class Vehicles and is the only fuel reasonable
6 available in order for Plaintiffs and other Class members to use the Class Vehicles for their intended
7 or ordinary purpose), which when used with the intended American diesel fuel break down, resulting
8 in fuel contamination, complete and catastrophic failure of the Bosch CP4 Pump, and in
9 contamination and catastrophic and costly failure of the Class Vehicles' fuel delivery systems.

10 213. In its capacity as a warrantor, Ford had knowledge of the inherent defects in the Class
11 Vehicles. Any effort by Ford to limit the implied warranties in a manner that would exclude
12 coverage of the Class Vehicles is unconscionable, and any such effort to disclaim, or otherwise limit,
13 liability for the Class Vehicles is null and void.

14 214. Any limitations Ford might seek to impose on their warranties are procedurally
15 unconscionable. There was unequal bargaining power between Ford and Plaintiffs and the other
16 Class members, as, at the time of purchase and lease, Plaintiffs and the other Class members had no
17 other options for purchasing warranty coverage other than directly from Ford.

18 215. Any limitations Ford might seek to impose on its warranties are substantively
19 unconscionable. Ford knew that the Class Vehicles were defective and would continue to fail during
20 and after any purported expiration of warranties.

21 216. Despite that failure was expected to occur with the intended use of American diesel
22 fuel, Ford failed to disclose these defects to Plaintiffs and the other Class members. Therefore, any
23 enforcement of the durational limitations on those warranties is harsh and shocks the conscience, and
24 moreover violates public policy.

25 217. Plaintiffs and each of the other Class members have had sufficient direct dealings
26 with either Ford or its agents (i.e., dealerships) to establish privity of contract between Ford, on the
27 one hand, and Plaintiffs and each of the Class members, on the other hand. Nevertheless, privity is
28 not required here because Plaintiffs and each of the other Class members are intended third-party

1 beneficiaries of contracts between Ford and its dealers, and specifically, of Ford's implied
2 warranties. The dealers were not intended to be the ultimate consumers of the Class Vehicles and
3 have no rights under the warranty agreements provided with the Class Vehicles; the warranty
4 agreements were designed for and intended to benefit consumers.

5 218. Pursuant to 15 U.S.C. § 2310(e), Plaintiffs are entitled to bring this class action and
6 are not required to give Ford notice and an opportunity to cure until such time as the Court
7 determines the representative capacity of Plaintiffs pursuant to Rule 23 of the Federal Rules of Civil
8 Procedure.

9 219. Nonetheless, Ford was provided notice of the defective and non-conforming nature of
10 the Class Vehicles, as described herein, within a reasonable time of Plaintiffs' knowledge of the non-
11 conforming and defective nature of the Class Vehicles, by letters from Plaintiffs' counsel, on behalf
12 of Plaintiffs, to Ford, complaints by Plaintiffs or Class members to Ford either orally or in writing,
13 complaints to dealerships, intermediate sellers, or repair facilities either orally or in writing,
14 presentation of the vehicles for repair to dealerships, intermediate sellers or repair facilities, and by
15 the allegations contained in this Complaint.

16 220. The amount in controversy of Plaintiffs' individual claims meets or exceeds the sum
17 of \$25.00. The amount in controversy of this action exceeds the sum of \$50,000.00 exclusive of
18 interest and costs, computed on the basis of all claims to be determined in this lawsuit. Plaintiffs,
19 individually and on behalf of other Class members, seek all damages permitted by law, including
20 diminution in value of their vehicles, in an amount to be proven at trial. In addition, pursuant to 15
21 U.S.C. § 2310(d)(2), Plaintiffs and the other Class members are entitled to recover a sum equal to the
22 aggregate amount of costs and expenses (including attorneys' fees based on actual time expended)
23 determined by the Court to have reasonably been incurred by Plaintiffs and the other Class members
24 in connection with the commencement and prosecution of this action.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs, individually and on behalf of members of the Class, respectfully
27 request that the Court enter judgment in their favor and against Ford as follows:
28

1 A. Certification of the proposed Class, including appointment of Plaintiffs' counsel as
2 Class Counsel;

3 B. An order temporarily and permanently enjoining Ford from continuing unlawful,
4 deceptive, fraudulent, and unfair business practices alleged in this Complaint;

5 C. Injunctive relief in the form of a recall, free replacement or buy-back program;

6 D. An order establishing Ford as a constructive trustee over profits wrongfully obtained,
7 plus interest;

8 E. Costs, restitution, damages, including punitive damages, exemplary damages and
9 treble damages, and disgorgement in an amount to be determined at trial;

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

12 G. An award of costs and attorney's fees; and

13 H. Such other or further relief as may be appropriate.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs hereby demand a jury trial for all claims so triable.
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1 Dated: November 16, 2018

Respectfully submitted,

2 HAGENS BERMAN SOBOL SHAPIRO LLP

3 By /s/ Jeff D. Friedman

4 Jeff D. Friedman (SBN 173886)

715 Hearst Avenue, Suite 202

5 Berkeley, CA 94710

Telephone: (510) 725-3000

6 Facsimile: (510) 725-3001

7 jefff@hbsslaw.com

8 Steve W. Berman (*pro hac vice*)

Sean R. Matt (*pro hac vice*)

9 HAGENS BERMAN SOBOL SHAPIRO LLP

1301 Second Avenue, Suite 2000

10 Seattle, WA 98101

11 Telephone: (206) 623-7292

Facsimile: (206) 623-0594

12 steve@hbsslaw.com

sean@hbsslaw.com

13 -and-

14 Robert C. Hilliard, Esq.

15 Texas State Bar No. 09677700

16 Federal I.D. No. 5912

HILLIARD, MARTINEZ, GONZALES LLP⁵⁰

17 E-mail: bobh@hmglawfirm.com

719 S. Shoreline Blvd.

18 Corpus Christi, Texas 78401

Telephone: (361) 882-1612

19 Facsimile: (361) 882-3015

(*pro hac vice* motion forthcoming)

20 Rudy Gonzales, Jr.

21 Texas State Bar No. 08121700

22 Federal I.D. No. 1896

Email: rudy@hmglawfirm.com

23 John B. Martinez

Texas State Bar No. 24010212

24 Federal I.D. No. 25316

Email: john@hmglawfirm.com

25
26 ⁵⁰ Following the filing of this Complaint, Robert C. Hilliard, Esq., of the law firm of Hilliard
27 Martinez Gonzales LLP, 719 S. Shoreline Boulevard, Corpus Christi, Texas 78401, 361-882-1612,
28 Texas State Bar No. 09677700, Federal I.D. No. 5912, bobh@hmglawfirm.com, together with other
attorneys from such law firm, intends to seek admission *pro hac vice* in this action.

1 Marion Reilly
2 Texas State Bar No. 24079195
3 Federal I.D. No. 1357491
4 Email: marion@hmglawfirm.com
5 Bradford P. Klager
6 State Bar No. 24012969
7 Federal I.D. No. 24435
8 Email: brad@hmglawfirm.com

6 719 S. Shoreline Blvd.
7 Corpus Christi, Texas 78401
8 Phone: (361) 882-1612
9 Fax: (361) 882-3015

9 -and-

10 T. Michael Morgan, Esq.
11 FBN: 0062229
12 E-Mail: mmorgan@forthepeople.com
13 Secondary Email: plarue@forthepeople.com
14 MORGAN & MORGAN, P.A.
15 20 North Orange Ave., Ste. 1600
16 P.O. Box 4979
17 Orlando, FL 32801
18 Tel.: (407) 418-2081
19 Fax: (407) 245-3392

20 *Attorneys for Plaintiffs*

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
ZACHARY J. FARLOW, et al.

(b) County of Residence of First Listed Plaintiff Ventura County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Jeff D. Friedman; Hagens Berman Sobol Shapiro, LLP, 715 Hearst Avenue, Suite 202
Berkeley, CA 94710; (510) 725-3000

DEFENDANTS
FORD MOTOR COMPANY, a Delaware Corporation

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
 THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

☐ 1 U.S. Government Plaintiff

☐ 2 U.S. Government Defendant

☐ 3 Federal Question
(U.S. Government Not a Party)

☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

	PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3
Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
110 Insurance	PERSONAL INJURY	625 Drug Related Seizure of Property 21 USC § 881	422 Appeal 28 USC § 158	375 False Claims Act
120 Marine	310 Airplane	690 Other	423 Withdrawal 28 USC § 157	376 Qui Tam (31 USC § 3729(a))
130 Miller Act	315 Airplane Product Liability	LABOR	PROPERTY RIGHTS	400 State Reapportionment
140 Negotiable Instrument	320 Assault, Libel & Slander	710 Fair Labor Standards Act	820 Copyrights	410 Antitrust
150 Recovery of Overpayment of Veteran's Benefits	330 Federal Employers' Liability	720 Labor/Management Relations	830 Patent	430 Banks and Banking
151 Medicare Act	340 Marine	740 Railway Labor Act	835 Patent—Abbreviated New Drug Application	450 Commerce
152 Recovery of Defaulted Student Loans (Excludes Veterans)	345 Marine Product Liability	751 Family and Medical Leave Act	840 Trademark	460 Deportation
153 Recovery of Overpayment of Veteran's Benefits	350 Motor Vehicle	790 Other Labor Litigation	SOCIAL SECURITY	470 Racketeer Influenced & Corrupt Organizations
160 Stockholders' Suits	355 Motor Vehicle Product Liability	791 Employee Retirement Income Security Act	861 HIA (1395ff)	480 Consumer Credit
<input checked="" type="checkbox"/> 190 Other Contract	360 Other Personal Injury	IMMIGRATION	862 Black Lung (923)	490 Cable/Sat TV
195 Contract Product Liability	362 Personal Injury -Medical Malpractice	462 Naturalization Application	863 DIWC/DIWW (405(g))	850 Securities/Commodities/Exchange
196 Franchise	CIVIL RIGHTS	465 Other Immigration Actions	864 SSID Title XVI	890 Other Statutory Actions
REAL PROPERTY	PRISONER PETITIONS		865 RSI (405(g))	891 Agricultural Acts
210 Land Condemnation	HABEAS CORPUS		FEDERAL TAX SUITS	893 Environmental Matters
220 Foreclosure	440 Other Civil Rights		870 Taxes (U.S. Plaintiff or Defendant)	895 Freedom of Information Act
230 Rent Lease & Ejectment	441 Voting		871 IRS—Third Party 26 USC § 7609	896 Arbitration
240 Torts to Land	442 Employment			899 Administrative Procedure Act/Review or Appeal of Agency Decision
245 Tort Product Liability	443 Housing/Accommodations			950 Constitutionality of State Statutes
290 All Other Real Property	445 Amer. w/Disabilities—Employment			
	446 Amer. w/Disabilities—Other			
	448 Education			
	OTHER			
	540 Mandamus & Other			
	550 Civil Rights			
	555 Prison Condition			
	560 Civil Detainee—Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

☒ 1 Original Proceeding

☐ 2 Removed from State Court

☐ 3 Remanded from Appellate Court

☐ 4 Reinstated or Reopened

☐ 5 Transferred from Another District *(specify)*

☐ 6 Multidistrict Litigation—Transfer

☐ 8 Multidistrict Litigation—Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing *(Do not cite jurisdictional statutes unless diversity):*
28 U.S.C. § 1332(d)
Brief description of cause:
Breach of express warranty; breach of implied warranty

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P.

DEMAND \$ 5,000,000.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S), IF ANY *(See instructions):*

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) ☒ SAN FRANCISCO/OAKLAND ☐ SAN JOSE ☐ EUREKA-MCKINLEYVILLE

DATE 11/16/2018

SIGNATURE OF ATTORNEY OF RECORD s/ Jeff D. Friedman